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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

**DECLARATION OF BYRON
GOLDSTEIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Date: October 20, 2026

Time: 2:30 p.m.

Dept.: 21

Action Filed: March 25, 2026

Trial Date: None Set

I, Byron Goldstein, declare as follows:

I. INTRODUCTION

1. I am over the age of 18 and have personal knowledge of the facts set forth in this declaration, except as to those matters stated on information and belief, and as to those matters I believe them to be true. If called upon to testify, I could and would testify competently to the facts stated herein.

2. I am an attorney licensed to practice law before all of the courts of the State of California and a member in good standing of the State Bar of California. I am a partner at Goldstein Browne, PC (“Goldstein Browne”), and counsel of record for Plaintiffs Caitlin Wetter and Samantha Chiu (“Plaintiffs”) in this putative class and PAGA action. I have no knowledge of any conflict of interest between Class Counsel and Plaintiffs, on the one hand, and any Class Member, on the other hand.

3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. The matters set forth herein are based on my personal involvement in this case, my review of the documents and data produced by the Parties, my review of the files maintained by my firm in the ordinary course of business, and my experience, including in litigating wage-and-hour class and representative actions in California.

4. I recommend approval of the proposed Settlement, which I consider to be an excellent result for the Plaintiffs and the Class. The Settlement provides a non-reversionary recovery that I believe is fair, reasonable, and adequate, is in the best interests of the Settlement Class, and will result in a prompt and meaningful payment to the participating Class Members on their wage-and-hour claims without the substantial risk and delay of continued litigation.

5. A true and correct copy of the executed Class Action and PAGA Settlement Agreement (the “Settlement Agreement,” “Settlement,” or “SA”) is attached hereto as **Exhibit 1**. The Class Notice that the Parties propose to send to Class Members is attached to the Settlement Agreement as Exhibit A.

II. ATTORNEY EXPERIENCE AND ADEQUACY OF CLASS COUNSEL

6. Goldstein Browne is a law firm in California that has extensive experience representing employees, including wage-and-hour class, collective, and representative actions. I am the attorney principally responsible for this matter, and I have substantial experience litigating and resolving employment class actions, including misclassification, overtime, meal and rest period, wage statement, and Private Attorneys General Act (“PAGA”) claims.

7. I have practiced law since 2007. I received my J.D. from Columbia University School of Law in 2007, an M.Sc. in Development Studies from the University of London, School of Oriental and African Studies, in 2004, and a B.B.A. from Emory University in 2003. I served as a law clerk to the Honorable U.W. Clemon, United States District Court Judge for the Northern District of Alabama. I am admitted to practice in California and New York and before various federal courts. Throughout my career, I have been responsible for and involved in all facets of class action employment and other complex litigation, from pre-filing investigation through appeal. For more than a dozen years, I have devoted much of my practice to representing employees, including in numerous wage-and-hour class and representative actions.

8. I have served as counsel in numerous wage-and-hour and other employment class and collective actions in California state and federal courts. These cases have recovered millions of dollars in unpaid wages on behalf of employees. These include, among others, *Rasmussen, et al., v. The Walt Disney Company*, Case No. 19STCV10974 (final approval of \$43.25 million

class action settlement on behalf of California employees of Walt Disney-related companies alleging equal pay act and wage-related claims under FEHA) (Los Angeles Super. Ct.); *McBain v. Behr Process Corp.*, No. RG17855986 (Alameda Cnty. Super. Ct.) (final approval of \$5 million class and collective settlement); *Willey v. Techtronic Indus. N. Am., Inc.*, No. RG16806307 (Alameda Cnty. Super. Ct.) (final approval of \$3.5 million settlement); *Talamantes v. PPG Indus., Inc.*, No. 13-cv-4062-WHO (N.D. Cal.) (final approval of \$5 million settlement); *Foster v. Advantage Sales & Marketing*, No. 18-cv-07205-LB (N.D. Cal.) (final approval of class and collective wage-and-hour settlement); *Zenelaj v. Handy*, No. 37-2016-00004419-CU-OE-CTL (San Diego Cnty. Super. Ct.) (final approval of \$1.2 million settlement); and *Barnes v. Sprig*, No. CGC-15-548154 (S.F. Cnty. Super. Ct.) (final approval of \$1.05 million settlement). My firm also tries cases. In July 2026, I was lead trial counsel for the plaintiff in *Hender v. Nike, Inc.*, No. 3:18-cv-01477 (D. Or.), an employment discrimination action with some claims tried to a jury and some claims tried to the judge. The jury returned a unanimous verdict for our client on all her disparate treatment and equal pay claims, and awarded punitive damages. That experience informs my assessment of what it takes, and what it costs, to try a contested employment case to verdict.

9. Goldstein Browne is committed to supporting this litigation with the professional staffing and resources required to represent the Class effectively.

10. Based on my experience prosecuting and resolving wage-and-hour class and representative litigation, we were able to efficiently assess the strengths and weaknesses of the claims, evaluate Defendant's payroll data, quantify the realistic value of the claims, and negotiate a fair and reasonable settlement for the Class. I am not aware of any conflict between Plaintiffs

and the Class, and Plaintiffs' interests are aligned with and typical of the interests of the Class. Plaintiffs and Goldstein Browne will continue to fairly and adequately represent the Class.

III. OVERVIEW OF THE CASE AND SETTLEMENT NEGOTIATIONS

A. Plaintiffs' Claims

11. This is a wage-and-hour class and representative action arising from Bonita House's alleged misclassification of its behavioral health clinicians as exempt from overtime. Bonita House is a California nonprofit that provides community behavioral health services, including mobile crisis response. The putative Class consists of behavioral health clinicians who staffed Bonita House's crisis service teams, were registered as Associate-level clinicians working toward licensure (Associate Social Workers, Associate Marriage and Family Therapists, or Associate Professional Clinical Counselors), were not yet licensed, and were paid on a salary basis.

12. On June 26, 2025, Plaintiff Wetter submitted a notice of intent to bring suit under PAGA to the California Labor and Workforce Development Agency ("LWDA") (LWDA Case No. 1107984-25) and served it on Defendant. On January 13, 2026, Plaintiff Chiu submitted her PAGA notice to the LWDA (LWDA Case No. 1149740-26) and served it on Defendant. True and correct copies of the Wetter and Chiu PAGA notices are attached hereto as Exhibit 2. The date line of the Chiu notice mistakenly reads "January 13, 2025." That is a typographical error. Ms. Chiu's notice was submitted to the LWDA on January 13, 2026, as reflected in the LWDA case number assigned to it (No. 1149740-26); my firm was not retained by Ms. Chiu until October 2025.

13. Plaintiffs filed the Class Action Complaint in this Court on March 25, 2026, alleging eight causes of action: (1) failure to pay overtime wages; (2) failure to provide meal

periods or pay premiums for missed meal periods; (3) failure to provide rest periods or pay premiums for missed rest periods; (4) failure to furnish accurate, itemized wage statements; (5) failure to pay accrued vacation/PTO; (6) failure to pay all wages owed upon discharge; (7) violation of California's Unfair Competition Law, Business and Professions Code sections 17200 et seq.; and (8) civil penalties under PAGA, Labor Code sections 2698 et seq. Bonita House answered on April 6, 2026, denying all claims. On April 30, 2026, the Court designated the case complex and assigned it to this Department for all purposes.

14. Plaintiffs allege that the Class Members regularly worked scheduled twelve-hour shifts, plus additional time responding to calls, traveling to locations, completing paperwork, and transporting clients, but were not paid overtime for hours worked in excess of eight in a workday or forty in a workweek because Bonita House treated them as exempt. Plaintiffs further allege that, because Bonita House classified the clinicians as exempt, it did not authorize or provide them with compliant meal and rest periods, did not furnish accurate itemized wage statements, did not pay all accrued PTO upon separation, and did not pay all wages owed upon discharge. Effective August 30, 2025, Bonita House reclassified the clinicians as non-exempt.

B. Defendant's Defenses

15. Bonita House denies all of Plaintiffs' claims and contends that the clinicians were properly classified as exempt. The central merits dispute is whether the clinicians were paid on a "salary basis." Plaintiffs contend that Defendant cannot carry its burden of proving the overtime exemption because the clinicians' pay varied with the number of hours they worked rather than being a fixed, predetermined amount. Defendant disputes this, contending that it paid an annual salary in biweekly installments, that an exempt employee may receive extra pay for extra work

without losing the exemption, and that lawful partial-day deductions from accrued leave do not defeat the exemption.

16. Defendant also contends that individualized issues would defeat certification and makes any representative action unmanageable. This includes that clinicians had substantial flexibility in their use of time between calls; that paired Emergency Medical Technicians worked under a collective bargaining agreement that provided two uninterrupted thirty-minute off-duty meal periods per twelve-hour shift, during which dispatch took the team out of service; that clinicians were placed off duty after responding to a set number of calls; and that “off-duty” days, late starts, early departures, and out-of-service recovery periods resulted in clinicians frequently working fewer hours than their scheduled shifts. Defendant contends these variations mean that many clinicians have no meal, rest, or overtime claim on particular days and, in some instances, were overpaid.

17. As to the PAGA claim, Defendant contends that Plaintiff Wetter lacks “aggrieved employee” standing as to most claims because the last shift she worked was more than one year before her June 26, 2025 PAGA notice; that several Labor Code provisions cited in the PAGA notice do not support PAGA penalties; that a good-faith defense bars derivative wage statement and waiting time penalties; and that Bonita House’s reclassification of the clinicians and revision of its PTO practices entitle it to the thirty-percent penalty limitation under Labor Code section 2699, subdivision (h). Defendant further contends that any PAGA penalty should be reduced as unjust or confiscatory, particularly given the essential public function Bonita House serves.

C. The Parties’ Informed, Arm’s-Length Negotiations

18. The Settlement is the product of extensive, well-informed, arm’s-length negotiations conducted over eight months, after the PAGA letter was filed and noticed and

before the Complaint was filed. The negotiations were adversarial and conducted in good faith between experienced counsel on both sides. At all times, the Parties disputed liability and damages, and the negotiations reflected genuine disagreement over the merits, the proper measure of damages, and the risks each side faced. The Parties did not use a mediator because Defendant was facing documented government funding cuts, it potentially made more money available to the class, the attorneys for all Parties are experienced in class and PAGA wage and hour actions, and, as described below, they exchanged Defendant's payroll data, written damages analyses, written statements of defenses, and successive written offers, which provided both sides with a thorough understanding of the strengths and weaknesses of the claims.

19. Following Plaintiff Wetter's June 26, 2025 PAGA notice, Bonita House's counsel contacted my firm in August 2025 and expressed interest in exploring settlement negotiations. On August 7, 2025, the Parties executed a written tolling agreement, with a tolling period beginning August 30, 2025, that tolled the statutes of limitations on the PAGA claims alleged in the Wetter PAGA notice and on the putative class members' overtime, meal period, rest period, vacation, wage statement, and waiting time claims. The August 30, 2025, tolling date is the reason the Class Period begins on August 30, 2021, four years earlier. The tolling agreement permitted the Parties to exchange information and explore a resolution without incurring the expense of litigation, while preserving the claims.

20. On September 18, 2025, Bonita House produced, under Evidence Code section 1152, anonymized payroll data for every clinician on the CATT team who worked during the four-year period preceding August 30, 2025 and was not yet fully licensed, including gross pay, regular hours, PTO, holiday, and other pay codes by pay period; a spreadsheet of Plaintiff Wetter's "out-of-service" days; and the "FAQ" Bonita House distributed to clinicians explaining

its August 30, 2025 transition from salary to hourly pay. Over the following weeks, I reviewed the data, posed detailed written questions to defense counsel regarding the manner in which the data was compiled and calculated (including the meaning of the hours codes, “retro pay” entries, and the clinicians’ 12-hour shift schedules), and the Parties met and conferred by telephone on September 30 and October 17, 2025 to clarify the data. On October 15, 2025, Bonita House produced PTO accrual data for the same period and identified which clinicians were ineligible for PTO, were still employed, or had moved to other positions.

21. In October 2025, my firm was retained by Plaintiff Samantha Chiu, a former Bonita House clinician who asserted the same wage claims as Plaintiff Wetter. I requested Ms. Chiu’s personnel file and other records, and, shortly thereafter, also in October 2025, Bonita House produced Ms. Chiu’s personnel file, pay stubs, and time records. Bonita House also produced Plaintiff Wetter’s personnel and payroll records.

22. On October 17, 2025, Plaintiffs provided Defendant with a detailed written analysis of Plaintiffs’ estimated class and PAGA damages, supported by Defendant’s own payroll data, setting out the claims, the applicable limitations periods, the methodology for each category of damages, and the resulting figures.

23. On October 22, 2025, Defendant provided Plaintiffs with a lengthy, detailed letter setting out its own estimates of potential liability and a detailed statement of its factual and legal defenses to the misclassification, meal and rest period, PTO, wage statement, waiting time, and PAGA claims. The letter included Defendant’s position that, even assuming liability, which it vigorously contested, its exposure was substantially lower than Plaintiffs’ estimates and that its PAGA exposure was zero. On October 30, 2025, after a further telephone conference, Plaintiffs provided Defendant with additional analyses, together with examples drawn from Defendant’s

payroll data showing clinicians' pay varying with hours worked. On November 5 and 18, 2025, Defendant responded with employee-by-employee explanations of the pay variations and identified additional defenses, including that overnight shifts spanning two workdays would reduce overtime exposure in three-shift weeks.

24. The Parties thereafter exchanged additional correspondence regarding the proper measure of damages, including the methodology for calculating the regular rate of pay, and conferred by telephone on December 3, 2025. On December 9 and 11, 2025, Plaintiffs made a formal written settlement demand to resolve all class and PAGA claims, supported by a statistical analysis of Defendant's payroll data (showing a near-perfect correlation between clinicians' regular pay and regular hours) and a comparison of the Parties' competing calculations. Defendant responded in writing on December 10, 2025, disputing Plaintiffs' methodology and arguing for its own methodology.

25. On January 12, 2026, while Plaintiffs were awaiting a response to their demand from Bonita House's board of directors, defense counsel disclosed that Bonita House faced significant and imminent reductions in its government funding. On February 10, 2026, Bonita House's counsel provided a copy of a December 24, 2025 notice from the Alameda County Behavioral Health Department. That notice informed Bonita House that, effective July 1, 2026, County funding for the CATT crisis-transport program that employed the Class Members would be reduced from approximately \$3.69 million to approximately \$2.58 million and that County funding for two other Bonita House programs (the Berkeley and East Oakland Wellness Centers) would be eliminated entirely. These financial realities bore directly on Defendant's ability to pay a judgment after litigating a complex class and PAGA wage and hour action, and this was thus a relevant consideration in evaluating the Settlement.

26. The Parties continued to negotiate at arm's length. On February 2, 2026, Defendant responded to Plaintiffs' demand with a counteroffer, inclusive of all amounts, together with a proposed memorandum of understanding. After discussing the offer with both Plaintiffs and a telephone conference with defense counsel on February 10, 2026, Plaintiffs rejected that offer and on February 11, 2026, responded with a counterproposal and a revised proposed memorandum of understanding. Following further telephone conferences on February 24 and March 2, 2026, the Parties agreed, on March 4, 2026, to key terms of a proposed class and PAGA settlement, including that Defendant would pay \$525,000 plus the employer's share of payroll taxes.

27. Over the following weeks, the Parties negotiated the remaining material terms, including the scope of the class definition, the class and PAGA periods, the PAGA allocation, the service awards, and the allocation formulas. The Parties memorialized the material terms in a Memorandum of Understanding that was executed by all signatories between March 23 and 25, 2026, and Plaintiffs filed the Complaint on March 25, 2026.

28. On March 25, 2026, Defendant also provided a recalculated count of pay periods worked by Class Members (760, after excluding licensed, hourly, and previously-settled employees), on which the Settlement Agreement's no-escalation provision is based.

29. The Parties then negotiated the long-form Settlement Agreement and the Settlement Notice over April and May 2026, using the Los Angeles Superior Court's model long-form class and PAGA settlement agreement as a template, and exchanged multiple drafts and redlines before finalizing the class definition, the allocation formulas, and the Notice. The Settlement Agreement was fully executed on May 29, 2026.

30. The allocation formulas were the subject of specific negotiation. The Parties agreed to allocate the Net Settlement Fund among Participating Class Members pro rata according to the “R” (Regular) hours credited to each Class Member in Defendant’s payroll records for shifts of at least 3.5 hours, rather than by workweeks or pay periods, because the regular-hours code is the most accurate available measure of time actually worked; it credits the longer shifts that generated the overtime claim (which is the largest component of the exposure); it captures every shift long enough to give rise to a meal or rest period claim; and it excludes PTO, holiday, birthday, and unpaid-leave time that did not involve work. The Parties agreed to allocate the Aggrieved Employees’ share of the PAGA Fund by PAGA pay periods because the clinicians’ workweeks varied (three shifts one week and four the next), making pay periods the more stable measure.

IV. THE PRINCIPAL TERMS OF THE SETTLEMENT

31. The principal terms of the Settlement are summarized below. This summary is qualified in its entirety by the Settlement Agreement itself, which is attached as Exhibit 1 and controls in the event of any inconsistency.

32. **Gross Settlement Amount.** Bonita House will pay a non-reversionary Gross Settlement Amount of \$525,000, plus the employer’s share of payroll taxes on the portion of individual settlement payments allocated to wages. The Gross Settlement Amount is inclusive of all individual class payments, the PAGA payment, Class Representative Service Awards, Class Counsel’s attorneys’ fees and litigation costs, and settlement administration costs, each as approved by the Court.

33. **The Class.** All individuals who were employed by Bonita House as behavioral health clinicians on one or more of the following crisis service teams: (i) the Community

Assessment and Transport Team (CATT); (ii) the Pleasanton Alternative Response for Mental Health (ARMH); (iii) the Berkeley Specialized Care Unit (SCU); and/or (iv) the Albany Crisis Team, for those times during the period from August 30, 2021 through and including March 31, 2026 that they (a) were paid on a salary basis; (b) were not Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, or Licensed Professional Clinical Counselors; and (c) had not previously released their claims for damages, interest, penalties, and/or attorneys' fees based on alleged Labor Code violations through a settlement agreement. SA ¶ 5. Based on Defendant's records, the Class consists of approximately 42 members, a figure defense counsel confirmed on May 13, 2026 after reviewing the payroll data.

34. ***Net Settlement Fund and Allocation.*** The Net Settlement Fund is the Gross Settlement Amount less Court-approved attorneys' fees and costs, the Class Representative Service Awards, the PAGA Fund, and settlement administration costs. SA ¶ 23. The Settlement is non-claims-made: each Participating Class Member will automatically receive a payment without the need to submit a claim form. Individual class payments will be calculated on a pro rata basis according to each Class Member's scheduled "regular" hours for shifts of at least 3.5 hours during the Class Period, a formula the Parties agreed upon because it serves as a reasonable proxy for the relative value of each Class Member's released wage-and-hour claims.

35. ***Tax Allocation.*** The Parties agreed that fifty percent of each Class Member Award will be treated as wages subject to withholding and reported on a Form W-2, and fifty percent as interest and penalties reported on a Form 1099, with each PAGA Award treated entirely as penalties. SA ¶ 98. That allocation is reasonable in light of Plaintiffs' damages analysis. Meal and rest period premiums are wages. Of Plaintiffs' estimated maximum non-PAGA exposure of approximately \$1.51 million, the wage components total approximately

\$1,015,000: unpaid overtime (\$470,587), meal and rest period premiums (\$495,471), and unpaid PTO (\$49,357). The remaining approximately \$494,000 consists of prejudgment interest and statutory penalties under Labor Code sections 226 and 203, which are not wages. Allocating fifty percent of each Class Member Award to wages therefore allocates a smaller share to wages than the wage claims represent as a share of maximum exposure. That is appropriate because Defendant contends that it owes no meal period premiums at all and that its rest period exposure is substantially lower than Plaintiffs' estimate, so the premium-pay component of any recovery is the most heavily discounted. Defendant will pay the employer's share of payroll taxes on the wage portion in addition to, and not out of, the Gross Settlement Amount. SA ¶¶ 19, 99.

36. ***PAGA Allocation.*** Of the Gross Settlement Amount, \$15,000 is allocated to settle the PAGA claims. Of that amount, sixty-five percent (\$9,750) will be paid to the LWDA and thirty-five percent (\$5,250) will be distributed to the Aggrieved Employees on a pro rata basis according to the number of PAGA pay periods each worked, regardless of whether they opt out of the class settlement. SA ¶¶ 44(a), 91–92. The PAGA Period runs from June 26, 2024, one year before the Wetter PAGA notice, through the date of preliminary approval. SA ¶ 29.

37. ***Attorneys' Fees and Costs.*** In connection with final approval, Class Counsel will apply for an award of attorneys' fees of up to one-third of the Gross Settlement Amount (\$175,000) and reimbursement of actual litigation costs of up to \$5,000. Defendant has agreed not to oppose a request in those amounts. These amounts will be the subject of a separately briefed motion supported by detailed lodestar and cost information, to be heard concurrently with the final approval hearing.

38. ***Class Representative Service Awards.*** In connection with final approval, Plaintiffs will apply for Class Representative Service Awards of up to \$7,500 each for Plaintiffs

Wetter and Chiu, totaling up to \$15,000, in recognition of their service to the Class and, in the case of Plaintiff Chiu, the broader general release she is providing.

39. ***Settlement Administration.*** The Parties have selected Atticus Administration, LLC (“Atticus”) as Settlement Administrator, with administration costs not to exceed \$7,000. As described below, I solicited competing bids and selected Atticus as the best option for the Class. Atticus is submitting a separate declaration in support of the Motion describing its qualifications and confirming its not-to-exceed price.

40. ***Release.*** In exchange for the Settlement, Participating Class Members will release the wage-and-hour claims that were alleged in the Action or that could have been alleged based on the facts alleged in the Action or the PAGA notices. Plaintiff Chiu will provide a broader general release of all claims against Defendant as consideration for her Service Award; Plaintiff Wetter will release only the Released Class Claims, on the same terms as other Participating Class Members. The release is appropriately limited to the factual predicate of the Action.

41. ***Uncashed Checks.*** Settlement checks not cashed within 180 days will be voided, and the funds represented by those checks will be transmitted to the California State Controller’s Unclaimed Property Fund in the name of the Class Member, leaving no unpaid residue under Code of Civil Procedure section 384.

V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

42. In the paragraphs that follow, I describe each category of claim, Plaintiffs’ estimate of Defendant’s maximum exposure on that claim, the principal risks Plaintiffs faced on the merits and as to class certification and manageability, and a resulting risk-adjusted valuation reflecting the realistic settlement value of the claim. These valuations are based on my analysis

of Defendant's payroll and timekeeping data, the Parties' exchanges on the claims, defenses, and damages, and my experience valuing comparable wage-and-hour claims.

A. Plaintiffs' Estimate of Maximum Exposure

43. Using Defendant's payroll data, Plaintiffs calculated Defendant's maximum exposure on the class claims. For the overtime claim, Plaintiffs used a 0.5x multiplier and calculated the regular rate by dividing total compensation by all hours worked. Plaintiffs estimated Defendant's maximum exposure, exclusive of liquidated damages, as set forth in the following table:

Claim	Wages	Interest
Overtime	\$470,586.61	\$94,069.38
Meal Periods	\$246,544.93	\$49,229.32
Rest Periods	\$248,925.86	\$49,733.25
Wage Statements	\$75,300.00	N/A
Waiting Time	\$219,967.08	N/A
PTO Payout	\$49,357.09	\$5,854.97
Total Non-PAGA Damages	\$1,509,568.49	
PAGA Penalties	\$125,850.00	
Total Estimated Maximum Exposure	\$1,635,418.49	

44. Defendant, for its part, contended that, even assuming liability, which it vigorously contested, the damages were, at most, about one-half of Plaintiffs' estimate, and estimated its PAGA exposure at zero. The wide gap between the Parties' estimates reflects the genuine and substantial disputes over liability and damages described below.

45. The \$525,000 Gross Settlement Amount represents approximately 32% of Plaintiffs' estimate of Defendant's maximum exposure (\$1,635,418.49), and approximately 35% of the estimated maximum exposure on the non-PAGA claims. As set forth below, when the realistic litigation risks on each claim are taken into account, the Settlement represents an even

greater proportion of the Class's realistically recoverable damages, and in my opinion, is an excellent result for the Class.

B. The Overtime Claim

46. Plaintiffs' overtime claim turns on whether Defendant can prove that the clinicians were exempt. Based on the hours reflected in Defendant's data for each twelve-hour shift, Plaintiffs estimated maximum overtime wages of \$470,586.61, plus prejudgment interest of \$94,069.38 at the statutory rate of ten percent applicable to unpaid wages.

47. Although Plaintiffs believe Defendant cannot meet its burden under the salary-basis test because the clinicians' pay varied with hours worked, Defendant has non-frivolous arguments that it paid an annual salary in biweekly installments, that the pay variations reflected proration for new hires and separations, extra pay for meetings and extra shifts, schedule changes, and lawful PTO and unpaid-leave deductions, that extra pay for extra work does not defeat the exemption, and that lawful leave deductions do not convert salaried employees into hourly employees. Defendant also contends that individualized inquiries regarding actual hours worked would predominate and defeat certification and manageability, and that the two 30-minute meal periods its paired EMTs took under their collective bargaining agreement reduce the overtime hours per 12-hour shift from four to three. To account for these merits and certification risks, I have applied a 50% discount to the maximum overtime exposure (wages and interest), yielding a realistic value of approximately \$282,300.

C. The Meal and Rest Period Claims

48. Plaintiffs allege that, because Defendant classified the clinicians as exempt, it did not authorize or provide compliant off-duty meal and rest periods. Plaintiffs estimated maximum meal period damages of \$246,544.93 (plus \$49,229.32 interest) and maximum rest period

damages of \$248,925.86 (plus \$49,733.25 interest), based on one missed meal period and one missed rest period per shift.

49. Defendant contends that the clinicians' paired Emergency Medical Technicians worked under a collective bargaining agreement that provided two uninterrupted thirty-minute off-duty meal periods per shift, during which dispatch took the entire team out of service, so the clinicians in fact received compliant off-duty meal periods; on that basis, Defendant contends it has no meal period exposure. Defendant similarly contends that the clinicians had considerable flexibility between calls and were placed off duty for recovery after each call, and that its rest period exposure is substantially lower than Plaintiffs' estimate. Plaintiffs also faced the risk that the question of whether and when breaks were provided would require individualized inquiry. To reflect these risks, I have applied a discount of 50% to each of the meal period and rest period claims (wages and interest), yielding realistic values of roughly \$147,900 and \$149,300, respectively.

D. The Wage Statement and Waiting Time Claims

50. Plaintiffs' wage statement and waiting time claims are derivative of the misclassification and underlying wage claims. Plaintiffs estimated maximum wage statement penalties of \$75,300.00 (counting each wage statement issued during the one-year period and applying the statutory \$50/\$100 amounts, subject to the statutory cap) and maximum waiting time penalties of \$219,967.08 (thirty days' wages for each of the discharged employees during the applicable period).

51. Both penalty claims face significant risk because they require a showing of a "knowing and intentional" violation (for wage statements) and a "willful" failure to pay (for waiting time), and Defendant alleges a good-faith defense that it reasonably believed the

clinicians were properly classified as exempt. Defendant also contends that, even if liability were established, wage statement penalties could be limited to \$50 per violation. Because these claims rise or fall with the underlying claims and are further subject to the good-faith defense, I have applied a discount of approximately 50% to each, yielding realistic values of roughly \$37,700 in wage-statement penalties and roughly \$110,000 in waiting-time penalties.

E. The PTO Claim

52. Plaintiffs allege that Defendant failed to pay discharged clinicians all accrued, unused PTO because the clinicians' scheduled shifts exceeded eight hours, but Defendant's PTO accrual did not fully account for those longer shifts. Plaintiffs estimated maximum PTO damages of \$49,357.09 (plus \$5,854.97 interest). Defendant contends that this claim has no value because PTO drawdowns were taken at twelve hours per day while accruals assumed a shorter day, and that any accounting discrepancy favored the clinicians. Given Defendant's overpayment argument and the individualized accounting issues it raises, I have applied a 50% discount to this claim, yielding a realistic value of approximately \$27,600.

F. The PAGA Claim

53. Plaintiffs' PAGA claim is predicated on the alleged overtime, meal period, rest period, and wage statement violations. Plaintiffs estimated maximum PAGA penalties of \$125,850.00, based on 313 pay periods for the wage-based violations and 320 pay periods for the wage statement violations, and assuming that a separate penalty would be recovered for each of the four categories of violation in each pay period. As discussed in Section VI below, the \$15,000 PAGA allocation is fair and reasonable in light of the substantial risks specific to the PAGA claim, including Defendant's standing and statutory-construction arguments, its good-faith and cure defenses, the penalty limitations Defendant contends apply, the risk that a court

would decline to award multiple penalties for the same pay period, and the Court's broad discretion to reduce PAGA penalties.

G. Defendant's Total Exposure and the Reasonableness of the Settlement

54. Considering the foregoing risk-adjusted valuations, Plaintiffs' realistic estimate of the recoverable value of the class claims (exclusive of the separately allocated PAGA penalties) is approximately \$754,800. Against that figure, the \$525,000 Gross Settlement Amount—which is non-reversionary and from which each Participating Class Member will automatically receive a payment—represents an outstanding recovery, particularly given the certainty and immediacy of payment and the significant risk that the Class would recover substantially less, or nothing, after years of contested litigation, including due to financial uncertainty at Defendant.

55. The Alameda County Behavioral Health Department formally notified Bonita House that, beginning July 1, 2026, the crisis-transport program funding that supports the Class Members' positions would be reduced by approximately thirty percent, and that funding for two other Bonita House programs would be eliminated entirely. These funding reductions create a genuine risk to Defendant's ability to satisfy a larger judgment, and weigh in favor of the certain and substantial recovery that the Settlement provides now.

56. The Settlement also provides a substantial per-person recovery. Based on Defendant's data and the agreed allocation formula, and assuming no Class Members opt out, I estimate that the average individual settlement payment to the approximately 42 Class Members will be approximately \$7,400.

VI. THE PAGA ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE

57. The \$15,000 allocated to the PAGA claim is fair, reasonable, and adequate, and reflects a reasoned compromise of a claim that carried significant risk. The allocation represents

approximately 2.86% of the Gross Settlement Amount and approximately 12% of Plaintiffs' estimate of maximum PAGA exposure. PAGA allocations in this range are routinely approved, particularly where, as here, the settlement provides substantial relief on the underlying Labor Code claims that give rise to the PAGA penalties. For example, in orders granting final approval to class and PAGA settlements from Alameda County Superior Court between August 2025 and September 2026, the following PAGA allocations of the gross settlement were approved: 1.60% (*Williams v. Center for Specialized Veterinary Care*, No. 24CV060906), 1.65% (*Acevedo v. Aces 2020 I, LLC*, No. 24CV061880), 2.63% (*Doe I v. Aronson Industries, Inc.*, No. 25CV132788), and 5.00% (*Abid-Castelo v. ITW Food Equipment Group, LLC*, No. 24CV065981) of the gross settlement. True and correct copies of those orders are attached hereto as Exhibit 3.

58. Several considerations support the reasonableness of the PAGA allocation. First, Defendant contends that Plaintiff Wetter lacks "aggrieved employee" standing as to most of the PAGA claims because her final shift preceded her PAGA notice by more than one year, which Defendant argues bars her from recovering penalties for meal period, rest period, and overtime violations during the PAGA period. Second, Defendant contends that several of the Labor Code provisions identified in the PAGA notices do not support PAGA penalties at all. Third, Defendant's good-faith defense, if credited, would defeat the wage statement and waiting time penalty components of the PAGA claim.

59. Fourth, Defendant contends that its reclassification of the clinicians as non-exempt effective August 30, 2025, and its revision of its PTO policy so that accruals and deductions are consistently expressed in hours, both undertaken after it received the Wetter PAGA notice, entitle it to the penalty limitations for employers that take reasonable steps to comply under Labor Code section 2699, subdivisions (g) and (h). Fifth, even if Plaintiffs

established liability, the Court has broad discretion to reduce PAGA penalties that would be unjust, arbitrary, oppressive, or confiscatory, and Plaintiffs faced a real risk that a court would exercise that discretion, particularly given that Defendant reclassified the clinicians and otherwise sought to address the alleged violations, and Defendant's status as a nonprofit provider of behavioral health services facing significant funding reductions. Sixth, Plaintiffs faced the risk that the PAGA claim could be found unmanageable for many of the same reasons that posed class certification risk. Seventh, Plaintiffs' maximum PAGA estimate assumed that four separate penalties—for the overtime, meal period, rest period, and wage statement violations—would be recovered for each pay period, and that the wage statement penalty would be assessed at the heightened rate for subsequent violations. A court could decline to “stack” multiple penalties arising from the same underlying misclassification in a single pay period, and under the 2024 amendments to PAGA the heightened penalty for subsequent violations is generally unavailable unless a court or agency has previously found the employer's practice unlawful. Each of these considerations could reduce the recoverable penalties well below Plaintiffs' maximum estimate.

60. For these reasons, in my judgment, the \$15,000 PAGA allocation is reasonable and adequate. Concurrently with the filing of the Motion, my firm submitted a copy of the Settlement Agreement to the LWDA, together with notice of this Motion, in compliance with Labor Code section 2699, subdivision (s)(2), affording the LWDA the opportunity to review and comment on the PAGA allocation. A true and correct copy of confirmation of the LWDA submission is attached hereto as Exhibit 4.

VII. THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF FURTHER LITIGATION SUPPORT THE SETTLEMENT

61. Absent settlement, this case could be expensive, complex, and protracted. The central misclassification question would require extensive merits discovery and expert analysis

of Defendant's payroll and timekeeping data, and the Parties' sharply divergent damages estimates demonstrate that the amount of any recovery would be hotly contested. Defendant has raised certification and manageability defenses grounded in the individualized circumstances of the clinicians' schedules, as well as merits and PAGA-specific defenses. Even if Plaintiffs prevailed at trial, an appeal would be likely, further delaying any recovery for the Class. Continued litigation would also consume substantial additional attorney time and costs, including expert fees.

62. In addition, Defendant's funding reductions present a genuine risk that delay could impair the Class's ultimate recovery. The Settlement eliminates these risks and provides the Class with a substantial, certain, and prompt recovery. In my opinion, the Settlement is an excellent result for the Class and is well within the range of reasonableness.

63. The Settlement was reached only after the Parties were well-informed about the strengths and weaknesses of the claims. Through the tolling period and the pre- and post-filing exchanges described above, the Parties exchanged Defendant's payroll and timekeeping data, competing damages calculations, and detailed statements of their respective legal positions. I independently analyzed Defendant's data and evaluated the realistic value of each claim. The Settlement reflects an arm's-length compromise reached by experienced counsel on both sides with a thorough understanding of the case.

VIII. THE CLASS REPRESENTATIVE SERVICE AWARDS ARE PRELIMINARILY REASONABLE

64. In connection with final approval, Plaintiffs will apply for Service Awards of up to \$7,500 each for Plaintiffs Wetter and Chiu. The requested amounts are reasonable and fall within the range of service awards approved in comparable wage-and-hour class actions. In final approval orders from Alameda County Superior Court entered between August 2025 and

September 2026, service awards ranging from \$7,500 to \$15,000 per class representative were approved, including awards of \$7,500 per representative in two of those settlements. Exhibit 3. Plaintiffs will further support the requested awards with their own declarations in connection with the final approval motion.

65. Plaintiffs served the Class well. Each Plaintiff brought this matter forward and provided me with detailed information about her job duties, schedule, pay, and employment history and about Bonita House's policies and practices, which my firm relied on in preparing the PAGA notices, the Complaint, and Plaintiffs' damages analyses and settlement correspondence. Each Plaintiff searched for and provided documents relating to her employment and pay that were helpful to the case, responded to my questions throughout the pre-litigation investigation and negotiations, and reviewed materials as the case progressed. Each Plaintiff participated throughout the settlement negotiations, on the material terms and the long-form Settlement Agreement, and each of them discussed the proposed terms with me, weighed in on them, and did so mindful of their duty to the other clinicians in the Class. Without Plaintiffs' willingness to come forward and pursue these claims on behalf of the Class, the Settlement would not have been achieved.

66. Plaintiffs also assumed real risks and burdens by stepping forward. Their names are now associated with this public litigation against a former employer, creating a risk that future employers in the behavioral health field could view their participation unfavorably. As consideration for her Service Award, Plaintiff Chiu is also providing a general release of all claims against Defendant, which is broader than the release given by other Class Members. In my view, service awards in the requested amounts are warranted to recognize Plaintiffs' service

and the risks they undertook, and to encourage employees to step forward to vindicate workplace rights on behalf of others.

67. Plaintiff Wetter has potential individual claims against Bonita House under the Fair Employment and Housing Act. Those claims are not asserted in this Action and are not released by the Settlement. The Parties did not begin discussing Ms. Wetter's individual claims until after they had reached agreement on the class and PAGA settlement, and those claims remain unsettled. The class and PAGA settlement is not conditioned on any resolution of Ms. Wetter's individual claims, and no portion of the Gross Settlement Amount is allocated to them. Plaintiff Wetter will release only the Released Class Claims, on the same terms as every other Participating Class Member. SA ¶ 53.

IX. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE PRELIMINARILY REASONABLE

68. In connection with final approval, Class Counsel will apply for attorneys' fees of up to one-third of the Gross Settlement Amount (\$175,000) and reimbursement of actual litigation costs of up to \$5,000. A fee of one-third of the common fund is the benchmark routinely approved in California wage-and-hour class actions. Class Counsel will fully support the fee request with a separately briefed motion, including detailed lodestar information and contemporaneous time records, to be heard concurrently with the final approval hearing. At this stage, Plaintiffs request only that the Court authorize notice to the Class of the requested fees and costs so that Class Members may be informed of the request and have the opportunity to comment.

69. My firm has litigated this matter on a wholly contingent basis, advancing all costs and receiving no compensation to date, with no guarantee of any recovery. The contingent nature of the representation, the results achieved for the Class, and the risks undertaken support the

reasonableness of the requested fee, which Class Counsel will demonstrate in detail at the final approval stage. As a preliminary cross-check, my firm's current lodestar is approximately \$91,000, based on approximately 91 attorney and legal assistant hours, so that the requested fee of \$175,000 represents a multiplier of approximately 1.9 on the current lodestar, before the additional work required to obtain preliminary and final approval, respond to Class Member inquiries, and oversee distribution. Class Counsel's litigation costs to date total approximately \$2,200 and consist of court filing and service fees, and related litigation expenses, and Class Counsel anticipates modest additional costs to complete the settlement-approval process.

X. THE PROPOSED SETTLEMENT ADMINISTRATOR

70. The Parties propose the appointment of Atticus Administration, LLC as Settlement Administrator, with administration costs not to exceed \$7,000. In selecting the administrator, I solicited competing bids from two qualified settlement administrators, Atticus and ILYM Group, and shared both bids with defense counsel. ILYM's estimate was \$6,000; Atticus's initial estimate was \$8,500, which Atticus reduced to a firm, not-to-exceed price of \$7,000 after my firm agreed to host the settlement website. I selected Atticus as the best option for the Class based on its not-to-exceed commitment, its qualifications, and my recent experience with Atticus in a comparably sized settlement, in which it performed capably. Atticus is submitting a separate declaration in support of the Motion describing its experience and qualifications and confirming its price. Any portion of the amount allocated to administration that is not used will be added to the Net Settlement Fund for distribution to the Class. Apart from having engaged Atticus as the administrator in the prior settlement described above, neither I nor my firm has any financial interest in, or any connection to or relationship with, Atticus or the

LWDA that could reasonably create an appearance of impropriety in the selection of either as a recipient of a distribution under the Settlement. See Code Civ. Proc., § 382.4.

XI. THE PROPOSED CLASS NOTICE AND NOTICE PROCEDURE ARE ADEQUATE

71. The proposed Class Notice, attached to the Settlement Agreement as Exhibit A, is written in plain language and fairly apprises Class Members of the material terms of the Settlement and their rights. Among other things, the Notice describes the nature of the Action and the claims being released; the Gross Settlement Amount and how it will be allocated, including the requested attorneys' fees and costs, Service Awards, PAGA allocation, and administration costs; each Class Member's estimated individual payment and the formula used to calculate it; the procedures and deadlines for objecting to or requesting exclusion from the Settlement; the procedure for disputing the employment information used to calculate the individual payment; the consequences of participating in or opting out of the Settlement; that Class Members may appear at the final approval hearing personally or through their own counsel; and the date, time, and location of the final approval hearing. The Notice will be provided in English, which is appropriate because the Class Members are licensed-track clinicians holding graduate degrees whose positions required them to communicate and document in English.

72. The proposed notice procedure is the best practicable notice under the circumstances. After entry of the preliminary approval order, Defendant will provide the class data to the Settlement Administrator, which will update Class Members' mailing addresses using the National Change of Address database and mail the Notice by first-class mail. For any returned mail, the Administrator will conduct skip tracing and re-mail the Notice. Because each Participating Class Member will automatically receive a payment without submitting a claim

form, the notice process is straightforward and protective of Class Members' interests. In my opinion, the proposed Notice and notice procedure satisfies due process.

XII. NO OTHER OVERLAPPING ACTIONS

73. I have made reasonable efforts to determine whether any other class, collective, or representative action asserting claims similar to those being settled here is pending in any other court. I searched court records for actions involving Bonita House, and that search did not identify any overlapping class, collective, or representative action. I also conferred with defense counsel, and I am informed that Bonita House is not aware of any other class, representative, or collective action in any court that asserts claims similar to those asserted and resolved in this Action.

XIII. CONCLUSION

74. For the foregoing reasons, and the reasons set forth in the accompanying Memorandum of Points and Authorities, I respectfully submit that the Settlement is fair, reasonable, and adequate, and that the Court should grant preliminary approval, conditionally certify the Settlement Class, conditionally appoint Plaintiffs as Class Representatives and Goldstein Browne as Class Counsel, appoint Atticus Administration, LLC as Settlement Administrator, approve the form and method of the Class Notice, and set a date for the final approval hearing, all as set forth in the proposed order submitted herewith.

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

Executed this 12th day of September, 2026, in Oakland, California.

A handwritten signature in black ink, appearing to read "Byron Goldstein", written in a cursive style.

Byron Goldstein