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Attorneys for Plaintiffs, the Putative Class, and on behalf of the State of California

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' SUPPLEMENTAL BRIEF IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION 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, Byron Goldstein, declare as follows:

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. I submit this declaration in support of Plaintiffs' Supplemental Brief In Support of Preliminary Approval of Class Action and PAGA Settlement.

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.

3. Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement on September 16, 2026.

4. On October 14, 2026, the Court issued a tentative ruling, which became the Order of the Court on October 20, 2026. The Order continued the hearing on the Motion to December 1, 2026, and directed the Parties to file any brief or amended settlement agreement addressing the Court's concerns at least five court days before the continued hearing. The Order identified three concerns: (1) the parties releasing the PAGA claims and the scope of that release (Issue No. 3); (2) the residual beneficiary of uncashed settlement checks (Issue No. 4); and (3) the number of days Class Members have to cash their settlement checks (Issue No. 5).

5. The Parties address these issues in the First Amended Class and PAGA Settlement Agreement, attached here as Exhibit A.

6. Exhibit B shows the edits in track changes between the originally filed Settlement Agreement, which was filed on September 16, 2026 as Exhibit 1 to my declaration in support of the Motion, and the First Amended Class and PAGA Settlement Agreement, including the corresponding edits to the Class Notice attached to the agreement as Exhibit A.

7. On November 18, 2026, Plaintiffs submitted the First Amended Class and PAGA Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699, subdivision (s)(2). A true and correct copy of the LWDA's confirmation of that submission is attached here as Exhibit C.

8. The First Amended Class and PAGA Settlement Agreement designates the Disability Rights Education and Defense Fund ("DREDF"), 3075 Adeline Street, Suite 210, Berkeley, California 94703, as the cy pres recipient of any funds from settlement checks that remain uncashed after the Court has considered whether to order a second distribution. Exhibit A ¶ 106. DREDF is a nonprofit organization that, on information and belief, provides civil legal services to the indigent.

9. Pursuant to Code of Civil Procedure section 382.4, I am confirming that neither Plaintiffs nor I, nor anyone at Goldstein Browne, have any connection to or relationship with DREDF that could reasonably create the appearance of impropriety as between the selection of this recipient of the money and the interests of the class. Defendant's counsel has also represented to me that neither she nor Defendant has any such connection or relationship. The Parties, Class Counsel, and Defense Counsel also make that representation in the First Amended Class and PAGA Settlement Agreement itself. Exhibit A ¶ 106.

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

Executed this 18th day of November, 2026, in Oakland, California.



Byron Goldstein