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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF STANISLAUS**

15 TYEISHA TRAVIS, ALEJANDRA NAVA,
16 an individual, on behalf of themselves, and on
17 behalf of all persons similarly situated,

18 Plaintiffs,

19 vs.

20 COMMUNITY HOSPICE, INC., a California
21 Corporation; and Does 1 through 50,
22 Inclusive,

23 Defendants.

CASE NO.: **CV-23-001773**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: January 13, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. John D. Freeland
Dept: 23

Date Filed: April 4, 2023
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my
5 own personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Community Hospice,
9 Inc. (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant in California and classified as a non-exempt employee at any time during the Class
13 Period”, which is April 4, 2019 through June 8, 2025; (3) provisionally appointing Plaintiffs as the
14 representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De
15 Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide notice;
16 (6) directing that notice of the proposed settlement be given to the Class; (7) appointing Apex Class
17 Action LLC as Administrator, and (8) scheduling a final approval hearing date, proposed for June 9,
18 2026, to consider Plaintiffs’ motion for final approval of the settlement and for approval of
19 attorneys’ fees, expenses and the service awards. Attached hereto as Exhibit #1 is a copy of the
20 fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with exhibits
21 thereto. The form of the Agreement is based upon the Los Angeles County Superior Court model
22 form for a class and PAGA settlement. This Declaration incorporates by reference the definitions in
23 the Agreement, and all terms defined therein shall have the same meaning as set forth in the
24 Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
28 of One Million Fifty Thousand Dollars (\$1,050,000) (the “Gross Settlement Amount”) is to be paid

1 by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
2 pending in the Action between the Parties and will be made in full and final settlement of the
3 Released Class Claims in exchange for the payments to Participating Class Members from the Net
4 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
5 fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment
6 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
7 following is a table of the key Settlement terms and the proposed deductions:

8 **\$1,050,000** (Gross Settlement Amount)

- 9 - \$20,000 (Plaintiffs' proposed service awards - not to exceed \$10,000 each)
- 10 - \$55,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 11 - \$350,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 12 - \$50,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 13 - \$9,625 (Administration Expenses Payment - not to exceed amount)

14 **\$565,375** (Net Settlement Amount)

15 4. The relief provided in the Settlement will benefit all members of the Class. The
16 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
17 Payments to the Class Members are all determined under a neutral methodology. Each
18 Participating Class Member will receive the same opportunity to participate in and receive payment
19 through a neutral formula that is based upon the Workweeks for that individual.

20 5. On April 8, 2025, the Parties participated in an all-day mediation with Hon. Carl J.
21 West (ret.), a respected and experienced mediator of wage and hour class actions. In preparation
22 for the mediation, Defendant provided Class Counsel with payroll, time and employment data,
23 along with other information regarding the Class Members, various internal documents, and other
24 compensation and employment-related materials. Class Counsel analyzed the data with the
25 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
26 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
27 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is
28 fair, reasonable and adequate.

1 6. Based upon 384 Class Members who worked an estimated 51,351 work weeks
2 (Declaration of Toby Benguerel at ¶ 6), the Gross Settlement Amount provides an average value of
3 \$2,734 per Class Member and \$20 per workweek and after deductions the Net Settlement Amount
4 provides an average recovery of \$1,472.33 per Class Member and a recovery of \$11.01 per
5 workweek.¹ The calculations to compensate for the amount due for the Class at the time of the
6 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose
7 claims are at issue in this Action, Plaintiffs used this expert to analyze the data and determine the
8 potential unpaid wages for the employees. The maximum potential damages were calculated to be
9 \$2,540,270 for the alleged unpaid wages for off-the-clock work at one hour per week, \$28,673 for
10 alleged underpaid overtime due to the miscalculation of the regular rate, \$30,940 for the alleged
11 underpaid meal premiums and sick pay due to the miscalculation of the regular rate, \$2,487,201 for
12 alleged meal period damages based upon a 33.6% potential violation rate for all shifts worked
13 observed in the time records and after deducting for meal premiums already paid by Defendant,
14 \$2,578,473 for alleged rest period damages using the same 15.9% violation rate for shifts worked
15 that was observed for meal period records, \$62,030 for alleged unreimbursed cell-phone expenses at
16 \$5 per month. As a result, the total damage valuation was calculated such that Defendant was
17 subject to a maximum damage claim in the amount of \$7,727,588. As to potential penalties,
18 Plaintiffs calculated that potential waiting time penalties were a maximum of \$1,765,240, and
19 potential maximum wage statement penalties were \$1,028,000.² Defendant vigorously disputed
20 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of
21 \$1,050,000 represents more than 13.5% of the maximum value of the alleged damages at issue in

23 ¹ The Declaration of Toby Benguerel is attached hereto as Exhibit #4.

24 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
25 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
26 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
27 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
28 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

1 this case at the time this Settlement was negotiated.³ Importantly, the recent decision that good faith
2 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
3 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
4 even if wages were owed to the Class. The above maximum calculations should then be
5 realistically risk-adjusted in consideration for both the risk of class certification and the risk of
6 establishing class-wide liability on all claims. Finally, as important consideration was the
7 Defendant's financial circumstances and ability to pay, verified by the Declaration of Toby
8 Benguerel at ¶ 7. Given the amount of the settlement as compared to the potential value of claims
9 in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

10 11 Procedural History of the Litigation

12 7. On December 16, 2022, Plaintiff Tyeisha Travis filed with the LWDA and served on
13 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
14 to recover civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code
15 §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194,
16 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
17 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating),
18 and Violation of the applicable Industrial Welfare Commission Wage Order(s). The PAGA Notice
19 by Plaintiff Travis is attached hereto as Exhibit #3 for the Court's reference.

20 8. On April 4, 2023, Plaintiff Travis filed a class action Complaint against Defendant in
21 the Superior Court of the State of California, County of Stanislaus (the "Action"). This Class
22 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of
23 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
24 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
25 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in

26
27 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
2 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
3 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
4 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
5 due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay
6 wages in violation of California Labor Code §§ 201-204, 233, and 246.⁴ On April 5, 2023 Plaintiff
7 Travis filed a separate Representative Action Complaint against Defendant in the Superior Court of
8 the State of California, County of Stanislaus (the “PAGA Action”). The PAGA Action asserted one
9 cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for
10 violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 227.3, 246, et seq.,
11 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
12 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14)
13 (failure to provide seating), and the applicable Wage Order(s). On August 14, 2023, the Parties
14 filed a Joint Stipulation to Consolidate Cases and for Leave for Plaintiff Travis to File a First
15 Amended Consolidated Class And Representative Action Complaint ("FAC") in the Class Action
16 that adds all parties and claims originally filed in the PAGA Action. The FAC was filed on August
17 25, 2023.

18 9. On August 9, 2024, Plaintiffs filed a Second Amended Consolidated Class And
19 Representative Action Complaint in this Action adding Alejandra Nava as named Plaintiff and
20 proposed class representative. The Second Amended Consolidated Class And Representative
21 Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

22 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
23 including both formal and informal discovery and the production of documents, class data, and
24 other information, allowing for the full and complete analysis of liabilities and defenses to the
25 claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data
26

27 ⁴ The complaint also alleged individual claims on behalf of Plaintiff Travis only for (1)
28 discrimination and retaliation in Violation of FEHA; and (2) constructive discharged and other
adverse employment actions in violation of public policy.

1 concerning the class; (2) payroll data covering 326 employees and 17,236 pay periods and time
2 punch data for the Class covering 3,029 shifts over the period of 8/26/2019 - 1/6/2024; (3)
3 Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of
4 wage statements provided by Defendant. As such, Class Counsel received the data and information
5 for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for
6 the Class.

7 11. Class Counsel has extensive experience in litigating wage and hour class actions in
8 California. The Parties have vigorously litigated the Action since inception. During the course of
9 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
10 Defendant have engaged in significant research and investigation in connection with the Action.
11 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this
12 Actions and utilized an expert to perform an analysis of the data and valuation of the claims.

13 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
14 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
15 documents and information in connection with the Action. On January 30, 2024, the Parties
16 participated in an all-day mediation presided over by Brandon McKelvey, but te matter did not
17 settle at the January 30, 2024 mediation. Subsequently, on April 8, 2025, the Parties participated in
18 an all-day mediation presided over by Hon. Carl J. West (ret.), a respected and experienced
19 mediator of wage and hour class actions. Following this second mediation, the Parties agreed to
20 settle the Action based upon a mediator's proposal which was memorialized in the form of a
21 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set
22 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

23 13. Although a settlement has been reached, Defendant denies any liability or
24 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
25 any purpose other than settlement, the Action are appropriate for class and/or representative
26 treatment. Defendant contends, among other things, that it has complied at all times with the
27 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
28 Defendant contends that class certification is inappropriate for any reason other than for settlement.

1 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
2 that the Actions are appropriate for class certification on the basis that the claims meet the requisites
3 for class certification. Without admitting that class certification is proper, Defendant has stipulated
4 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.4.) The
5 Parties agree that certification for settlement purposes is not an admission that class certification is
6 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
7 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
8 Parties stipulate and agree that the requisites for establishing class certification with respect to the
9 Class are satisfied.

10 14. Class Counsel has conducted an investigation into the facts of the class action.
11 Both formal and informal discovery was obtained, which included the production of thousands of
12 pages relevant documents and data. Class Counsel engaged in a thorough review and analysis of
13 the relevant documents and data with the assistance of an expert. Accordingly, the agreement to
14 settle did not occur until Class Counsel possessed sufficient information to make an informed
15 judgment regarding the likelihood of success on the merits and the results that could be obtained
16 through further litigation. In addition, Class Counsel previously negotiated settlements with other
17 employers in actions involving nearly identical issues and analogous defenses. Based on the
18 foregoing data and their own independent investigation, evaluation and experience, Class Counsel
19 believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
20 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
21 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
22 appellate issues.

23
24 Settlement Terms and Plan of Allocation

25 15. The Gross Settlement Amount is One Million Fifty Thousand Dollars (\$1,050,000).
26 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
27 following elements: (1) payment of the Individual Class Payments to the Participating Class
28 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)

1 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
2 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
3 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
4 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

5 16. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the
6 Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the
7 Employee Retention Tax Credit, whichever occurs first. (Agreement at ¶ 4.3.) Defendant shall also
8 fully fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the
9 Gross Settlement Amount.. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
10 Participating Class Members along with the other Court-approved distributions shall be made
11 within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

12 17. The amount remaining in the Gross Settlement Amount after the deduction of
13 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
14 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
15 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
16 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
17 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
18 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
19 total number of Workweeks worked by all Participating Class Members during the Class Period and
20 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
21 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will
22 have the right to challenge the number of Workweeks.

23 18. Class Members may choose to opt-out of the Settlement by following the directions
24 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
25 shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response
26 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
27 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
28 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.

1 (Agreement at ¶ 8.5(c).) All Aggrieved Employees will be paid their allocation of the PAGA
2 Penalties and will be subject to the release of the Released PAGA Claims regardless of any request
3 for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will
4 advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
5 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

6 19. A Participating Class Member must cash his or her Individual Class Payment check
7 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
8 180 days will be voided and any funds represented by such checks sent to a Court-approved
9 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy
10 Pres Recipient”) The Parties propose Legal Aide at Work as the Cy Pres Recipient. (Agreement at
11 ¶ 5.4.) The Parties, Class Counsel and Defense Counsel represent that they have no interest or
12 relationship, financial or otherwise, with this intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

13 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
14 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
15 will be paid for settlement administration in an amount not to exceed \$9,625. (Agreement at ¶
16 3.2(c).) A Declaration from Apex Class Action with their estimate is submitted herewith.

17 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
18 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
19 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
20 Class Counsel Litigation Expenses Payment in an amount not to exceed \$55,000. (Agreement at ¶
21 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
22 each to the Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

23 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
24 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
25 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$50,000, to be allocated
26 75% (\$37,500) to the LWDA PAGA Payment and 25% (\$12,500) to the Individual PAGA

1 Payments.⁵ (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a)
2 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the
3 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
4 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement at ¶
5 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this
6 motion and the Agreement.

7
8 Risks of Continued Litigation and Standards for Approval

9 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
10 litigate and trying the Action against Defendant through possible appeals which could take several
11 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
12 especially in complex actions such as the Action. Class Counsel is also mindful of and recognize
13 the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action.
14 Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set
15 forth in the Agreement is in the best interest of the Class Members.

16 24. A number of defenses asserted by Defendant present serious threats to the claims of
17 the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied
18 with all applicable Labor laws. Defendant argued that Class Members were paid for all time
19 worked and that work time was properly recorded. Defendant maintained there was no
20 underpayment of overtime wages, meal premiums or sick pay to the Plaintiffs and the Class.
21 Defendant contends that its meal and rest period policies fully complied with California law and
22 that Defendant did not fail to provide the opportunity for legally required meal and rest breaks.
23 Defendant could argue that its payment of significant meal period premiums is evidence of its
24 lawful practices. Defendant contends that there was no failure to pay for business expenses and any
25 cell phone usage was merely convenient and voluntary such that reimbursement was not legally

26
27
28 ⁵ The 75/25 allocation is required by Labor Code § 2699, because this action filed before June 2024 is not subject to the amended version of Labor Code § 2699.

1 required. Finally, Defendant has an argument that the Supreme Court decision in *Brinker v.*
2 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class
3 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially
4 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
5 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*
6 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good
7 faith believed it was providing a complete and accurate wage statement in compliance with the
8 requirements of section 226, then it has not knowingly and intentionally failed to comply with the
9 wage statement law.") If successful, Defendant's defenses could eliminate or substantially reduce
10 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome,
11 Defendant maintains these defenses have merit and therefore present a serious risk to recovery by
12 the Class.

13 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
14 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
15 recover on behalf of any employees other than themselves. At the time of the mediation, Defendant
16 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
17 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
18 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
19 wide recovery even where the class has been certified. While other cases have approved class
20 certification in wage and hour claims, class certification in this action was hotly disputed and the
21 maintenance of a certified class through trial was by no means a foregone conclusion.

22 26. This settlement is therefore certainly entitled to preliminary approval. Were this
23 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
24 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

25 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
26 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
27 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
28 of litigation, and took on the risks of this litigation on behalf of the Class. The Declarations of the

1 Plaintiffs are submitted in support of this motion. At this stage, the requested service award is
2 within the accepted range of awards for purposes of preliminary approval. *See e.g. Andrews v.*
3 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
4 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
5 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service
6 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
7 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*
8 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
9 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,
10 *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of
11 \$100,000 in enhancements).

12 28. The stage of the proceedings at which this Settlement was reached also militates in
13 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
14 conducted a thorough investigation into the facts of the class action. Class Counsel began
15 investigating the Class Members' claims before the Action was filed, and during the course of
16 litigation, and Class Counsel and engaged in both formal and informal discovery to obtain
17 necessary information. Class Counsel conducted a review and analysis of the relevant documents
18 and data. Class Counsel was also experienced with these claims, as Class Counsel previously
19 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
20 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
21 the likelihood of success on the merits and the results that could be obtained through further
22 litigation.

23 29. Based on the foregoing data and their own independent investigation and evaluation,
24 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
25 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
26 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
27 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
28

1 for both Parties possessed sufficient information to make an informed judgment regarding the
2 likelihood of success on the merits and the results that could be obtained through further litigation.

3
4 Class Certification Issues

5 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
6 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
7 the Court may appropriately approve the Class as defined in the Agreement. This Court should
8 conditionally certify the Class for settlement purposes only, defined as follows:

9 All individuals who are or previously were employed by Defendant in California and
10 classified as a non-exempt employee at any time during the Class Period.

11 (Agreement at ¶ 1.5.)

12 The Class Period is from April 4, 2019 to June 8, 2025. (Agreement at ¶ 1.13).

13 a. **Numerosity** - Plaintiffs assert that the 384 current and former employees that
14 comprise the Class can be identified based on Defendant's records and are sufficiently numerous for
15 class certification.

16 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
17 law and fact are present, specifically the common questions of whether Defendant's practices were
18 lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class
19 Members were lawfully compensated for all hours worked, whether Defendant miscalculated the
20 regular rate and thereby underpaid Class Member wages, whether Defendant failed to provide
21 required expense reimbursement, and whether Class Members are entitled to damages and penalties
22 as a result of these practices. Plaintiffs contend that certification of this Class is appropriate
23 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
24 result, these common questions of liability could be answered on a class wide basis. Defendant
25 disputes that common questions predominate but will not oppose such a finding for purposes of this
26 Settlement only.

27 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
28

1 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
2 non-exempt employees, and, like every other member of the Class, were subject to the same
3 employment policies and practices. Plaintiffs, like every other member of the Class, also claim
4 owed compensation as a result of the Defendant's uniform company policies and practices. Thus,
5 the claims of Plaintiffs and the members of the Class arise from the same course of conduct by
6 Defendant, involve the same issues, and are based on the same legal theories. Defendant disputes
7 that the typicality requirement is satisfied but does not oppose a finding of typicality for purposes of
8 this Settlement only.

9 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
10 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
11 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
12 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
13 Class and has actively participated in the prosecution of this case to date. Plaintiffs effectively
14 communicated with Class Counsel, provided documents and information to Class Counsel, and
15 participated in the investigation and resolution of the Action. The personal involvement of the
16 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
17 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
18 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
19 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
20 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
21 adequacy of representation is satisfied.

22 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
23 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
24 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
25 experience. We have handled a number of class actions and complex cases and have acted both as
26 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
27 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
28 involving complex issues of law and fact. My firm is particularly experienced in wage and hour

1 employment law class actions, including claims for misclassification, overtime, expense
2 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
4 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
5 adequate counsel by the courts throughout California. We have been approved as experienced class
6 counsel by both state and federal courts in California in contested class certification proceedings. A
7 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
8 settlement is defined as “all individuals who are or previously were employed by Defendant in
9 California and classified as a non-exempt employee at any time during the Class Period.” I have
10 reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
11 representation which would prevent my firm from representing the interests of the Class this case.
12 My firm only represents employees, and not employers. My firm has never represented Defendant
13 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is
14 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
15 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
16 other employees and classes as the claims are all against different and distinct employers. I can
17 think of no conflict that would arise in our representation of the Class and our adequate
18 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
19 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
20 affiliation with the proposed Cy Pres Recipient or the Administrator for this settlement. Thus, the
21 adequacy requirement for my firm is satisfied for purposes of this Settlement.

22 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
23 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
24 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
25 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶
26 4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to
27 all Class Members via first-class U.S. Mail using the most current mailing address information
28 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)

1 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
2 opt out, including a description of the applicable release; (iii) information to the Class Members
3 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
4 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
5 sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of
6 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
7 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
8 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class
9 Members shall be given the opportunity to object to the Settlement and the request for attorneys'
10 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
11 Members who do not submit a timely and proper request to opt-out will automatically receive a
12 payment of their Individual Class Payment. This notice program was designed to meaningfully
13 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
14

15 33. The PAGA Claim -

16 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
17 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
18 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
19 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
20 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
21 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
22 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
23 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
24 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
25 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
26 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
27 class members." (LWDA Response at p.4).

28 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the

1 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
2 \$702,300 and \$1,404,600 for a single violation in every one of the 14,046 pay periods at issue in the
3 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
4 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
5 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
6 per pay period but without stacking.⁶ The PAGA allocation in the Settlement is the amount of
7 \$50,000. This allocation is justified by several important considerations. First, the PAGA claim
8 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
9 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
10 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
11 such particular “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an
12 award that is unjust, arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2).
13 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
14 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
15 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
16 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
17 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
18 PAGA penalties awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff
19 prevailed on the PAGA claim. Even if we assume that violations for all 14,046 pay periods were
20 established, using the valuation from *Carrington* results in a potential recovery of only \$70,230
21 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of
22 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
23 under the reasoning of the LWDA in *O'Connor v. Uber*.

25 ⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$702,300 and \$1,404,600 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent 2024 amendments
to the PAGA statute cast further doubt on stacking of penalties.

1 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
2 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
3 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
4 approximately 4% of the total settlement value to resolve the PAGA claims applicable to the class
5 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
6 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
7 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
8 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
9 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
10 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
11 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
12 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
13 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
14 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
15 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
16 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
17 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
18 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
19 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
20 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
21 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
22 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
23 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
24 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
25 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
26 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
27 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
28 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)

1 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
2 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
3 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
4 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
5 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
6 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
7 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
8 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
9 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
10 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
11 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
12 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
13 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
14 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
15 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
16 0.34% of \$1,450,000 settlement amount).

17
18 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
19 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
20 reasonable, and at the time of final approval, my firm will present lodestar to further support the
21 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
22 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
23 of the class action awards obtained by Class Counsel in similar employment actions throughout the
24 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
25 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
26 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
27 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
28 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class

1 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
2 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
3 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
4 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
5 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
6 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
7 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
8 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
9 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
10 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
11 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
12 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
13 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
14 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
15 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
16 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
17 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
18 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
19 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
20 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
21 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
22 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
23 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
24 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
25 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
26 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
27 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
28 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*

1 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
2 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
3 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
4 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
5 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
6 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
7 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior
8 Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and
9 hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
10 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee
11 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
12 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a
13 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
14 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
15 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
16 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
17 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
18 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
19 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
20 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
21 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
22 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
23 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
24 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
25 (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a
26 one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v.*
27 *Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge
28 Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On

1 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case
2 no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
3 settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No.
4 CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class
5 action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior
6 Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage
7 and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
8 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee
9 award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
10 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
11 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action
12 settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court
13 Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
14 and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases*
15 (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
16 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
17 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a
18 one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v.*
19 *Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard
20 B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March
21 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge
22 Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20,
23 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No.
24 CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class
25 settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
26 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and
27 hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County
28 Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee

1 award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger*
2 *Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster
3 approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v.*
4 *Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz
5 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
6 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge
7 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November
8 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-
9 02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.
10 On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-
11 2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class
12 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
13 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
14 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
15 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
16 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
17 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
18 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in
19 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri
20 Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025,
21 in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge
22 Theodore Zayner approved a one-third fee award in a wage and hour class settlement. A fee award
23 equal to one-third of the common fund is therefore reasonable in light of the fees that have been
24 awarded in other similar cases.

25
26 35. Class Representative Service Payments - The reasonableness of the requested service
27 award is also established by reference to the amounts that other California courts have found to be
28 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,

1 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
2 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
3 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
4 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
5 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
6 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
7 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
8 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
9 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
10 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
11 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
12 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
13 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
14 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
15 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
16 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
17 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
18 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
19 2011)(awarding \$10,000 service award together with additional compensation for their general
20 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
21 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
22 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
23 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
24 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
25 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
26 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
27 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
28 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,

2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. I have searched the LWDA database, which does not show any other pending PAGA actions with respect to Defendant other than the Plaintiff's PAGA Notice. The Declaration of Toby Benguerel at paragraph 5 also confirms that Defendant is unaware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the settlement of this matter

37. Administration - After seeking bids from qualified administrators, the estimate from Apex Class Action was selected, as it provided for an estimate of \$8,750 to perform the settlement administration for up to 425 individuals, with any difference between the actual expenses and the budget of \$9,625 to be retained in the Net Settlement Amount for distribution to the Class. I have

1 used Apex Class Action successfully as the administrator in more than twenty class settlements in
2 the last couple years and know them to be competent and experienced. My firm has no relationship
3 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
4 of the motion is the Declaration of Sean Hartranft of Apex Class Action which includes the estimate
5 for administration from Apex Class Action for this matter.

6
7 Service on the LWDA:

8 38. At the same time as the filing and service of this declaration, I am also serving the
9 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
10 Settlement Agreement. This service is verified by the accompanying proof of service.

11
12 Defendant's Declaration Under Paragraph 7.1:

13 39. Defendant has provided the Declaration of Toby Benguerel in compliance with
14 paragraph 7.1 of the Agreement. The Declaration of Benguerel confirms that there are no conflicts
15 of interest with either the Administrator or the Cy Pres Recipient, avers Defendant is not aware of
16 any other pending matter or action asserting claims that will be extinguished or adversely affected
17 by the Settlement, avers as to the number of Class Members and the number of Workweeks for the
18 Class during the Class Period, and describes Defendant's financial hardship disclosed at mediation
19 that was taken into consideration in reaching this settlement and justifying the delayed payment. A
20 copy of the Declaration of Toby Benguerel is attached hereto as Exhibit #4.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 18th day of December, 2025, at La Jolla, California.

24 By: /s/ Kyle Nordrehaug
25 Kyle R. Nordrehaug, Esq.
26 Attorney for Plaintiffs
27
28

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tyeisha Travis and Alejandra Nava (“Plaintiffs”) and defendant Community Hospice Inc., (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collective means the Plaintiffs lawsuits alleging wage and hour violations against Defendant captioned: (1) *Tyeisha Travis v. Community Hospice Inc.*, Case No. CV-23-00177, initiated on April 4, 2023; and pending in Superior Court of the State of California, County of Stanislaus; and (2) *Tyeisha Travis v. Community Hospice Inc.*, Case No. CV-23-001775, PAGA Notice served on April 5, 2023, filed on and pending in Superior Court of the State of California, County of Stanislaus.
- 1.2. “Administrator” means Apex Class Action, LLC, 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 Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moron of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security

number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

- 1.9. “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).
- 1.10. “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, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from April 4, 2019 to June 8, 2025.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment(s)” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Stanislaus.
- 1.17. “Defendant” means Community Hospice, Inc.
- 1.18. “Defense Counsel means Lindsey N. Casillas and Kaleigh E. Thomas of Klinedinst PC
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. 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 substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Fifty Thousand Dollars (\$1,050,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount also excludes Plaintiff Travis’s separate individual settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 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 period of time from December 16, 2021 to June 8, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Tyeisha Travis’s December 16, 2022 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) 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.
- 1.36. “Plaintiffs” means Tyeisha Travis and Alejandra Nava, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff Travis’ individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, Plaintiff Travis’ individual claims that

are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period.

- 1.40. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates, owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 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 Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any seven day period beginning Sunday at 12:01 AM to the following Saturday at midnight during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

- 2.1. On April 4, 2023, Plaintiff Travis filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (the "Class Action"). Plaintiff Travis's Class Action complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;

- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.
- (j) Discriminated and Retaliated in Violation of FEHA; and
- (k) Constructively Discharged and Other Adverse Employment Actions in Violation of Public Policy.¹

The PAGA Action

2.3. On April 5, 2023 Plaintiff Travis filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (the “PAGA Action”). Plaintiffs’ Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s).

Pleading Amendments

- 2.4. On August 14, 2023, the Parties filed a Joint Stipulation to Consolidate Cases and for Leave for Plaintiff Travis to File a First Amended Consolidated Class And Representative Action Complaint (“FAC”) in the Class Action that adds all parties and claims originally filed in the PAGA Action. The FAC was filed on August 25, 2023.
- 2.5. On July 25, 2024, the Parties filed a Joint Stipulation to for Leave for Plaintiff Travis to File Second Amended Consolidated Class And Representative Action Complaint (“SAC”) that added Alejandra Nava as named Plaintiff and proposed class representative. The SAC shall be the operative complaint in the Action (the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.2. On January 30, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, a respected mediator of wage and hour representative and class actions. The matter did not settle at the January 30, 2024 mediation. Subsequently, on April 8, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl.

¹ Plaintiff Travis’s claims for discrimination, retaliation and constructive discharge were brought on an individual basis. The remaining claims were brought on a classwide basis.

J West (Ret.), a respected jurist and mediator of wage and hour representative and class actions. Following the April 8, 2025 mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.3. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*").
- 2.4. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,050,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 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. The Gross Settlement Amount also excludes Plaintiff Travis's separate individual settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment, any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, and Plaintiff Travis's separating individual settlement that is being separately funded by Defendant). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$350,000, and a Class Counsel Litigation Expenses Payment of not more than \$55,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment 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 Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$9,625 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$9,625, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) 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 PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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.
- (e) To Each Participating Class Member: An Individual Class Payment 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.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that as of the date of mediation on March 28, 2025, the Class consisted of 366 Class Members who collectively worked a total of 50,659 Workweeks as of March 28, 2025, and 281 Aggrieved Employees who worked a total of 14,046 PAGA Pay Periods as of March 28, 2025.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must 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 affect and perform under

this Agreement. Defendant has a continuing duty to immediately 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. 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.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the Gross Settlement Amount.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, 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 Service Payment.
- 5.2. 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 "void date", which is one hundred eighty (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 Class 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 must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must 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.

5.4. 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”) The Parties propose Legal Aide at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. 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.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notice (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs’ Release also does not extend to Plaintiff Travis’s individual non-wage and hour claims, which are being separately settled in an individual settlement agreement and separately funded by Defendant outside of the Gross Settlement Amount. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

(a) Plaintiff Nava’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff Nava’s Release, Plaintiff Nava expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 6.2. Plaintiff Travis's Separate Claims. Plaintiff Travis represents that she has additional individual non-wage and hour claims against Defendant, which were asserted in the Operative Complaint. Plaintiff Travis is separately settling all of her individual non-wage and hour claims. In addition to her portion of the Gross Settlement Amount, Plaintiff Travis will also separately be paid for resolution of her individual claims as set forth in her separate individual settlement agreement. This individual settlement to be paid to Plaintiff Travis is in addition to the Gross Settlement Amount and will be memorialized in an individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.
- 6.3. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
- 6.4. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Plaintiff agrees to file the Motion for Preliminary Approval.
- 7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In the Declaration, 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. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period, and describing Defendant's financial hardship disclosed at mediation that was taken into consideration in reaching this settlement and justifying the delayed payment.
- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel 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 Section 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/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (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 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs 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

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and 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.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 resolve the disagreement. 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.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice

Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) 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, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, 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 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - (c) Not later than seven (7) 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 a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel 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 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 are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (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 and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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 authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) 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, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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 must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks 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 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) 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 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear 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 not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. 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.

- (a) 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, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the 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.
- (b) Request 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 seven (7) 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) 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 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiffs are 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.

- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of 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 seven (7) 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the actual number of Workweeks in the Class Period increases by more than ten percent (10%), the Gross Settlement Amount will increase proportionately by the percentage increase over the ten percent (10%) cushion.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs 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 section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. 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.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. 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 under C.C.P. section 664.6 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.

11.4. Waiver of the 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 set forth in this 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.

11.5. 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any 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.

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

13. ADDITIONAL PROVISIONS

- 13.1. 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 Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, 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 Plaintiffs reserve 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).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately 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 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 13.4. 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.

- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.
- 13.6. 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 the Settlement 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 the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of the mediator and then the Court for resolution.
- 13.7. 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 this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 13.14. 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 this 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.15. 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.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. 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.
- 13.17. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
801 K Street, Suite 2100
Sacramento, California 95814
Tel.: (916) 282-0100
E-Mail: kthomas@klinedinstlaw.com
lcasillas@klinedinstlaw.com
athiede@klinedinstlaw.com
mfair@klinedinstlaw.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the contents of this Agreement.

13.19. 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 section 583.330 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

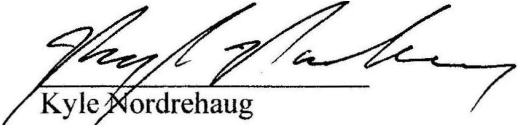
The Parties and their counsel hereby execute this Agreement.

Dated: 10/10/2025 
Plaintiff Tyeisha Travis

Dated: 10/17/2025 
Alejandra Nava (Oct 17, 2025 15:57:08 PDT)
Plaintiff Alejandra Nava

Dated: _____

[name]
For Defendant Community Hospice Inc.,

Dated: 10/17/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/22/25 
Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
Attorney for Defendant

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the contents of this Agreement.

13.19. 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 section 583.330 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Tyeisha Travis

Dated: _____
Plaintiff Alejandra Nava

Dated: 10/21/2025 Aida Monarrez
Aida Monarrez (Oct 21, 2025 15:39:12 PDT) [name]
For Defendant Community Hospice Inc.,

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/22/25 _____
Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Travis v. Community Hospice Inc., Superior Court of the State of California,
County of Stanislaus, Case No. CV-23-00177***

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Community Hospice, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (April 4, 2019 through June 8, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 16, 2021 through June 8, 2025) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods.** If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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:	
You Don't Have to Do Anything to 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 wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. 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 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims

	regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____, 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at _____ a.m., at the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354, in Department 23 before Judge John D. Freeland. This hearing may change as explained below in Section 9. 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 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Stanislaus (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (April 4, 2019 through June 8, 2025).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On April 4, 2023, plaintiff Travis filed a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (“Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On April 5, 2023, Plaintiff Travis filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Stanislaus (“PAGA Action”). On August 25, 2023, Plaintiff Travis filed a First Amended Consolidated Class and Representative Action Complaint in this Action to add the parties and claims from the PAGA Action.

On July 25, 2025, Plaintiffs filed the Second Amended Consolidated Class And Representative Action Complaint that added Alejandra Nava as named Plaintiff and proposed class representative. This Second Amended Consolidated Class And Representative Action Complaint in the Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and

at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Fifty Thousand Dollars (\$1,050,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes by transmitting the funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant's receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully fund all employer-side payroll taxes within fourteen (14) days after Defendant funds the Gross Settlement Amount. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$9,625, for expenses, including expenses of notifying the Class Members of the

Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$350,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$55,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the three named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, 75% (\$37,500) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$12,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) 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 PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is December 16, 2021 through June 8, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$565,375**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during

employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates, owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked << ____ >> Workweeks during the Class Period (April 4, 2019 through June 8, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << ____ >>.

[Defendant's records reflect that you worked << ____ >> PAGA Pay Periods during the PAGA Period (December 16, 2021 through June 8, 2025). Based on this information your estimated Individual PAGA Payment is << ____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately in December 2026. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline.

The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Travis v. Community Hospice Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Travis v. Community Hospice Inc.*, Case No. CV-23-00177. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are

requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Community Hospice* or on the Court's website via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. 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, *Travis v. Community Hospice Inc.*, Case No. CV-23-00177, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Lindsey N. Casillas
Kaleigh E. Thomas
Klinedinst PC
801 K Street, Suite 2100
Sacramento, California 95814

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Stanislaus, located at 801 10th Street, Modesto, California 95354, before Judge John D. Freeland. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Community Hospice*. In addition, hearing dates are posted on the Internet via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Travis v. Community Hospice* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Community Hospice* where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Search Portal for the Stanislaus County Superior Court (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-00177. If you wish to view the Court files in person, you must go to the Clerk's Office at the City Towers Courthouse, 801 10th Street, Modesto, CA 95354.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have selected Legal Aid at Work as this Cy Pres Recipient.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

COMMUNITY HOSPICE, INC., a California
Corporation; and Does 1 through 50, Inclusive,

Defendants.

CASE NO.: **CV-23-001773**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:

Hearing Time:

Judge: Hon. John D. Freeland

Dept.: 23

Date Action Filed: April 4, 2023

Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable John D. Freeland of the Superior Court of
2 the State of California, in and for the County Stanislaus, on _____[DATE], for the motion
3 by Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) for preliminary approval of the
4 class settlement with Defendant Community Hospice, Inc. (“Defendant”). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
13 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
14 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
15 Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is One Million Fifty Thousand Dollars (\$1,050,000).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
20 adequate and reasonable as to all potential Class Members when balanced against the probable
21 outcome of further litigation and the significant risks relating to certification, liability and damages
22 issues. It further appears that investigation and research have been conducted such that counsel
23 for the Parties are able to reasonably evaluate their respective positions. It further appears to the
24 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
25 avoid the delay and risks that would be presented by the further prosecution of the Action. It
26 further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$55,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any service award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant in California and classified as a non-exempt employee at
13 any time during the Class Period." The Class Period is April 4, 2019 through June 8, 2025.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
20 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient resolution of this controversy; and (f)
22 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
23 representatives of the Class.

24 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
25 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
26 for the Class.

1 8. The Court hereby approves, as to form and content, the Court Approved Notice of
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
3 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
13 than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
15 will perform address updates and verifications as necessary prior to the mailing of the Class
16 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
17 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
18 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
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1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 11. Any Class Member who has not opted out ("Participating Class Member") may
9 appear at the final approval hearing and may object or express their views regarding the
10 Settlement and may present evidence and file briefs or other papers that may be proper and
11 relevant to the issues to be heard and determined by the Court as provided in the Notice.
12 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
13 days from the date of the mailing of the Class Notices, to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
15 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
16 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
17 oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, at _____ a.m. in Department 23 at the Stanisluas County Superior Court to
20 determine all necessary matters concerning the Settlement, including: whether the proposed
21 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
22 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
23 Order and Judgment should be entered herein; whether the plan of allocation contained in the
24 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
25 finally approve attorneys' fees and costs, the service awards, and the expenses of the
26 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs
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1 and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and
2 served on all counsel no later than sixteen (16) court days before the hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.
9 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
13 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability,
15 fault, wrongdoing, omission, concession or damage.

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that any claim in the
22 Action could not be certified as a class action and/or managed as a representative action. In such
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation for any purpose.

25 15. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
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1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 16. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,
4 subject to further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

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7 Dated: _____

HON. JOHN D. FREELAND
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TYEISHA TRAVIS, ALEJANDRA NAVA,
an individual, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CV-23-001773**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon. John D. Freeland
Dept.: 23

Date Action Filed: April 4, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Tyeisha Travis and Alejandra Nava (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Community Hospice, Inc. (“Defendant”) and for an award of attorneys’ fees and costs,
4 service payments, and the fees of the Administrator duly came on for hearing on
5 _____ before the Honorable John D. Freeland.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Stanislaus, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Fifty Thousand
16 Dollars (\$1,050,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 option under the circumstances and was reasonably calculated to communicate actual notice of the
5 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
6 fully and accurately informed the Class Members of all material elements of the proposed
7 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
8 Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully
9 with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out of the Class or submitting written objections
13 to the Settlement was _____, which was extended by 14 days for re-mailed Class
14 Notices. There was an adequate interval between mailing of the Class Notice and the response
15 deadline to permit Class Members to choose what to do and act on their decision. A full
16 opportunity has been afforded to the Participating Class Members to participate in this hearing,
17 and all Participating Class Members and other persons wishing to be heard have been heard. Class
18 Members also have had a full and fair opportunity to exclude themselves from the proposed
19 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
20 timely and properly submit a request for exclusion are bound by the Settlement and this Final
21 Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Hon. Carl J. West (ret.), a respected and experienced
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mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of \$350,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of not more than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable in

1 light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$50,000, which shall be allocated with 75% (\$37,500) allocated to the LWDA PAGA Payment
14 and 25% (\$12,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant in California
20 and classified as a non-exempt employee at any time during the PAGA Period (December 16,
21 2021 through June 8, 2025). The Court finds the PAGA Penalties to be reasonable. All
22 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
23 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
24 Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant in California
4 and classified as a non-exempt employee at any time during the Class Period (April
4, 2019 through June 8, 2025).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
7 REFERENCE TO IDENTIFY ANY OPT OUTS].

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount by transmitting the
10 funds to the Administrator by either December 1, 2026 or within sixty (60) days of Defendant’s
11 receipt of the Employee Retention Tax Credit, whichever occurs first. Defendant shall also fully
12 fund all employer-side payroll taxes will within fourteen (14) days after Defendant funds the
13 Gross Settlement Amount..

14 18. Class Counsel are awarded attorneys' fees in the amount of \$350,000 and costs in
15 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiffs or members of the Class.

17 19. The payment of the Class Representative Service Payments in the amount of
18 \$ _____ each to the Plaintiffs is approved.

19 20. The payment of \$ _____ to the Administrator for their fees and expenses
20 is approved.

21 21. The PAGA Penalties in the amount of \$50,000 are approved and shall be allocated
22 in accordance with the Agreement.

23 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
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1 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
2 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
3 this Action. The entering into or carrying out of the Agreement, and any negotiations or
4 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
5 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
6 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
7 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
8 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
9 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
10 Released PAGA Claims.

11 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
13 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
14 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
15 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
16 LWDA.

17 24. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

1 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 27. The Parties are authorized to agree to and to adopt such amendments, modifications
6 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
7 Final Approval Order and Judgment and as approved by the Court.

8 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
9 provided in the Agreement and in this Final Approval Order and Judgment.

10 29. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
15 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
16 Operative Complaint which occurred during the Class Period during employment in a non-exempt
17 position in California. Except as expressly set forth in the Agreement, Participating Class
18 Members do not release any other claims, including claims for vested benefits, wrongful
19 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or Class claims based on facts occurring outside
21 the Class Period.

22 30. "Released Parties" are defined as: Defendant and each of its former and present
23 directors, officers, shareholders, employees, parent companies, subsidiaries, divisions, affiliates,
24 owners, members, shareholders, directors, officers, partners, joint venturers, agents, attorneys,
25 insurers, predecessors, successors, assigns and subsidiaries.

26 31. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
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1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
3 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
5 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
6 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
7 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
8 and Housing Act, unemployment insurance, disability, social security, workers’ compensation,
9 and PAGA claims outside of the PAGA period.

10 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
11 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
12 Plaintiffs’ Release, as set forth fully in paragraph 6.1 of the Agreement.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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15 Dated: _____

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17 _____
HON. JOHN D. FREELAND
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

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Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

1004

December 16, 2022

CA2780

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Community Hospice, Inc.
Certified Mail #70222410000247761762
MARK MALTUN
4368 SPYRES WAY
MODESTO, CA 95356

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Community Hospice, Inc. in California, including any employees staffed with Community Hospice, Inc. by a third party, and classified as non-exempt employees during the time period of December 16, 2021 until a date as determined by the Court. Our offices represent Plaintiff Tyeisha Travis (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Community Hospice, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from September of 2019 to April 13, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code

§ 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #4

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Kaleigh E. Thomas, Bar No. 340194
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Attorneys for Defendant, COMMUNITY
HOSPICE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TYEISHA TRAVIS, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

COMMUNITY HOSPICE, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No. CV-23-001773
(Related Case CV-23-001775)

**DECLARATION OF TOBY BENGUEREL
IN COMPLIANCE WITH PARAGRAPH
7.1 OF CLASS ACTION SETTLEMENT
AGREEMENT**

Dept.: 23
Judge: Hon. John Freeland, assigned for all
purposes
Action Filed: April 5, 2023
Trial Date: N/A

I, Toby Benguerel, do hereby declare:

1. I am an authorized representative of Community Hospice, Inc., a party in the
above-entitled action. I have personal knowledge of the following facts and, if called upon as a
witness, could competently testify thereto.

2. I am currently employed by Community Hospice, Inc. as Chief Financial Officer
and have authority to make this declaration on behalf of Community Hospice, Inc., in compliance
with Paragraph 7.1 of the Class Action Settlement Agreement entered into by the parties in this
matter.

3. Pursuant to the Class Action Settlement Agreement, Apex Class Action, LLC has
been selected as the proposed third party class administrator for the purpose of settlement of this

1 matter. I am unaware of any actual or potential conflict of interest between Community Hospice,
2 Inc. and proposed class administrator Apex Class Action, LLC.

3 4. Pursuant to the Class Action Settlement Agreement, Legal Aide at Work has been
4 selected as the cy pres recipient for the purpose of settlement of this matter. I am unaware of any
5 actual or potential conflict of interest between Community Hospice, Inc. and proposed cy pres
6 recipient Legal Aide at Work.

7 5. I am unaware of any other pending matter or action asserting claims that will be
8 extinguished or adversely affected by the settlement of this matter.

9 6. Paragraph 1.12 of the Class Action Settlement Agreement defines the Class Period
10 as “the period of time from April 4, 2019 to June 8, 2025.” The total estimated class members
11 during that time period is 384. The total estimated workweeks during that time period is 51,351.

12 7. The Class Action Settlement Agreement also takes into account Community
13 Hospice, Inc. financial condition. As a nonprofit hospice, Community Hospice relies on
14 community funding to maintain high quality, reliable end of life services to our patients. Because
15 of this, cash flow is both limited and inconsistent, and the hospice has no more than seven days
16 cash on hand at any given point in time. The nature of Community Hospice, Inc.’s operations
17 require the organization to operate on a lean budget, resulting in a notable and significant lack of
18 available cashflow for all purposes, but specifically the purposes of making the settlement
19 payment included in the Class Action Settlement Agreement. This, coupled with the trends in
20 Medicare payments, which result in extremely delayed payments for services rendered, places
21 Community Hospice, Inc. in an incredibly difficult financial position for the purpose of funding
22 the settlement amount. As such, the Class Action Settlement Agreement takes into account
23 Community Hospice, Inc.’s financial condition in reaching the settlement amount and allowing for
24 delayed payment of the settlement funds.

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

Executed on this 4th day of November, 2025, at Modesto, California.



Toby Benguerel

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