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Attorney for Plaintiff Leticia Bonnet

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

LETICIA BONNET, as an individual
and on behalf of others similarly
situated

Plaintiff,

vs.

VITAL PLUS HOME HEALTH CARE,
a California Corporation and dba
Access TLC Home Health Care, and
DOES 1-10, Inclusive,

Defendant.

Case No. 2025CUOE046790

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: July 3, 2025
FAC Filed: September 9, 2025
Assigned To: Hon. Charmaine H. Buehner
Department: 44

Trial Date: None Set

1 Plaintiff Leticia Bonnet ("Plaintiff"), an individual and on behalf of all others similarly
2 situated, and Defendant Vital Plus Home Health Care, dba TLC Home Health Care,
3 ("Defendant") (collectively, the "Parties") hereby enter into this Joint Stipulation of Class
4 Action and PAGA Settlement ("Settlement Agreement" or "Agreement").

5 **RECITALS**

6 1. On July 3, 2025, Plaintiff filed a putative class action complaint in the Superior
7 Court for the County of Ventura, thus commencing the Action entitled *Leticia Bonnet v. Vital*
8 *Plus Home Health Care, dba Access TLC Home Health Care*, Case No. 2025CUOE046790
9 (the "Action") against Defendant. Plaintiff's putative class action complaint alleged ten
10 causes of action on a class-basis for (1) Failure to Indemnify for Business Expenses; (2)
11 Overtime Violations; (3) Minimum Wage Violations; (4) Unpaid Wage Violations; (5) Failure
12 to Pay Vacation Wages; (6) Failure to Authorize and Permit Paid Rest Periods; (7) Failure
13 to Provide Meal Periods; (8) Failure to Timely Pay Wages Upon Separation of Employment;
14 (9) Failure to Provide and Maintain Compliant Itemized Wage Statements; and (10) Unfair
15 Competition. That same day, Plaintiff also submitted a notice to the Labor and Workforce
16 Development Agency (the "LWDA") and provided notice to Defendant pursuant to the
17 Private Attorneys General Act ("PAGA") (the "PAGA Notice").

18 2. On September 9, 2025, Plaintiff filed a First Amended Complaint ("FAC"),
19 adding an eleventh cause of action for civil penalties pursuant to the PAGA.

20 3. Defendant denies all material allegations set forth in Plaintiff's FAC and has
21 asserted numerous affirmative defenses.

22 4. On March 16, 2026, the Parties participated in mediation with Kevin T.
23 Barnes, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions.
24 With the assistance of the Mediator's evaluations, the Parties reached the settlement of the
25 Released Class Claims and Released PAGA Claims defined and memorialized herein. The
26 Parties' settlement discussions were conducted at an arms' length, and the Settlement was
27 reached upon the provision of a "Mediator's Proposal" that was accepted by both Parties
28 after assessing the costs and risks associated with continued litigation. Based on Class

Counsel's investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Group Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that the Settlement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant and no Party shall be viewed as a prevailing Party by virtue of the Settlement. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

6. Therefore, the Parties agree to the Settlement and resolution of the Action on the terms memorialized herein.

DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “**Action**” means the class and PAGA enforcement action entitled *Leticia Bonnet v. Vital Plus Home Health Care, dba Access TLC Home Health Care*, Ventura County Superior Court Case No. 2025CUOE046790, that Plaintiff filed against Defendant on July 3, 2025, in which Plaintiff alleges claims on a putative class and PAGA enforcement basis in the Complaint (which incorporates the PAGA Notice) for (1) Failure to Indemnify for Business Expenses; (2) Overtime Violations; (3) Minimum Wage Violations; (4) Unpaid Wage Violations; (5) Failure to Pay Vacation Wages; (6) Failure to Authorize and Permit Paid Rest Periods; (7) Failure to Provide Meal Periods; (8) Failure to Timely Pay Wages Upon Separation of Employment; (9) Failure to Provide and Maintain Compliant Itemized Wage Statements; (10) Unfair Competition; and (11) Civil Penalties Pursuant to PAGA.

111

1 b. **"Attorneys' Fees and Costs"** means attorneys' fees approved by the Court
2 for Class Counsel's litigation and resolution of the Action and all actual costs and expenses
3 incurred and to be incurred by Class Counsel in connection with the Action.

4 c. **"Class"** or **"Class Member(s)"** means: "All current and former non-exempt
5 employees of Vital Plus Home Health Care in the state of California who have worked in
6 whole or in part in the field and/or have been paid in whole or in part a piece-rate at any
7 time during the Class Period."

8 d. **"Class Counsel"** means Diane E. Richard of Richard Law, P.C. who will seek
9 to be appointed counsel for the Class for purposes of the Class Settlement.

10 e. **"Class List"** means a complete list of all Class Members (which includes all
11 PAGA Group Members) that Defendant shall in good faith compile from its records and
12 shall be authorized by the Court to transmit in a secured manner to the Settlement
13 Administrator. Defendant shall transmit the Class List as a Microsoft Office Excel file and
14 will include the following information: each Class Member's full name; last-known address;
15 Social Security number; telephone numbers; and dates of employment as a Class Member
16 and as a PAGA Group Member; and the exact amount of the Individual Cure Payment that
17 Defendant paid to that Class Member, if applicable.

18 f. **"Class Notice"** means the Notice of Class and PAGA Action Settlement,
19 substantially in the form attached as Exhibit A, which will be subject to Court Approval and
20 which the Settlement Administrator shall mail to each Class Member explaining the terms
21 of the Settlement.

22 g. **"Class Pay Period(s)"** means the number of pay periods worked by each
23 Class Member for Defendant as a Class Member during the Class Period, based on
24 Defendant's records.

25 h. **"Class Period"** means the period from July 3, 2021 until May 15, 2026.

26 i. **"Class Representative"** means the named Plaintiff, Leticia Bonnet, in the
27 Action, who will seek to be appointed as the class representative for the Class for purposes
28 of the Class Settlement.

1 j. **“Class Settlement”** means the Settlement as it pertains to the settlement
2 and release of Released Class Claims.

3 k. **“Complaint”** means the First Amended Complaint filed by Plaintiff in the
4 Action on September 9, 2025 and which incorporates Plaintiff’s July 3, 2025 PAGA Notice.

5 l. **“Court”** means the Superior Court of the State of California for the County of
6 Ventura.

7 m. **“Cure Payment”** means the total payment of Eighty-Six Thousand Nine
8 Hundred Fifty-Three Dollars and Forty-Five Cents (\$86,953.45) paid by Defendant to some
9 Class Members following the commencement of this Action and submission of the PAGA
10 Notice.

11 n. **“Defendant”** means Vital Plus Home Health Care, dba Access TLC Home
12 Health Care.

13 o. **“Defendant’s Counsel”** or **“Defense Counsel”** means Michael H. Brody and
14 Ryan C. Ely of LightGabler, LLP.

15 p. **“Effective Date”** means the date the Court enters the Final Approval Order
16 and Judgment. In the event there are written objections filed prior to the Final Approval
17 Hearing that are not later withdrawn or denied, the Effective Date shall be either seven (7)
18 calendar days after the statutory period for filing any appeal, writ, or other appellate
19 proceeding opposing the Court’s Final Approval Order and Judgment approving the
20 Settlement has elapsed without any appeal or, if any appeal, writ or other appellate
21 proceeding opposing the Court’s Final Approval and Judgment has been filed, seven (7)
22 calendar days after any such appeal, writ or other appellate proceeding has been finally
23 and conclusively dismissed with no right to pursue further remedies or relief have passed.

24 q. **“Enhancement Service Payment(s)”** means the payment to the Class
25 Representative that is approved by the Court for initiating the Action and providing services
26 in support of the Action and in additional consideration for the release of Plaintiff’s Released
27 Claims.

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1 r. **“Final Approval”** means the Court’s order granting final approval of the
2 Settlement.

3 s. **“Final Approval Hearing”** means the hearing to be conducted by the Court
4 after the filing by Plaintiff of a Motion for Final Approval and following the provision of the
5 Class Notice to Class Members giving Class Members an opportunity to request exclusion
6 from the Class Settlement and to object to the Class Settlement, at which time Plaintiff shall
7 request that the Court finally approve the Settlement, enter the Final Order and Judgment,
8 and take other appropriate action.

9 t. **“Final Order and Judgment”** means the order and judgment to be entered by
10 the Court upon granting final approval of the Settlement as binding upon the Parties, PAGA
11 Group Members, and Participating Class Members. A proposed Final Order and Judgment
12 will be mutually agreed upon by the Parties and submitted to the Court concurrently with
13 Plaintiff’s Motion for Final Approval of the Settlement.

14 u. **“Final Report”** means the report to be prepared by the Settlement
15 Administrator (after the expiration of the 180-day period in which Participating Class
16 Members and PAGA Group Members must cash or deposit their Individual Class
17 Settlement Payment and Individual PAGA Payment checks) regarding the distribution of
18 the Gross Settlement Amount, including the total amount that was cashed or deposited by
19 Participating Class Members and PAGA Group Members and the total amount of any
20 uncashed checks that will be transmitted to the *cy pres* beneficiary.

21 v. **“Gross Settlement Amount”** or **“GSA”** is, subject to court approval, the
22 amount of One Hundred Eighty-Six Thousand Dollars and Zero Cents (\$186,000.00), which
23 is the maximum amount to be paid by Defendant pursuant to this Settlement Agreement.
24 Defendant already paid Eighty-Six Thousand Nine Hundred Fifty-Three Dollars and Forty-
25 Five Cents (\$86,953.45) in wages to some Class Members as a Cure Payment in the
26 November/December 2025 timeframe as a result of the PAGA Notice and Action. The Cure
27 Payment by Defendant will be used as a credit to the \$186,000.00 Gross Settlement
28 Amount, thereby requiring Defendant to only fund Ninety-Nine Thousand and Forty-Six

Dollars and Fifty-Five Cents (\$99,046.55) of the Gross Settlement Amount. The Gross Settlement Amount shall include: (i) Individual PAGA Payments and Individual Class Settlement Payments; (ii) Attorneys' Fees not to exceed Sixty-Five Thousand, One Hundred Dollars and Zero Cents (\$65,100.00), or thirty-five percent (35%) of the Gross Settlement Amount, and Costs as supported by Class Counsel's declaration which are expected to not exceed Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00); (iii) Settlement Administration Costs expected to not exceed Four Thousand, Two Hundred Seventy Dollars and Zero Cents (\$4,270.00); (iv) a payment to the Labor and Workforce Development Agency representing 65% of the PAGA Payment (the "LWDA PAGA Payment") in the requested amount of Six Thousand, Forty-Five Dollars and Zero Cents (\$6,045.00); and (v) the Enhancement Service Payment to the Class Representative in the requested amount of, and not to exceed, Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). Defendant does not and will not oppose these amounts and requests. This Gross Settlement Amount is non-reversionary. Defendant is responsible for funding all employer-side payroll taxes required by law on the wage component of the GSA, which shall not be paid from the GSA.

w. **"Individual Class Settlement Payment"** means the pro rata amount payable from the Class Settlement portion of the Net Settlement Amount to each Participating Class Member in consideration for the Class Settlement less the amount of any Individual Cure Payment paid to the Participating Class Member.

x. **"Individual Cure Payment"** means the amount of the Cure Payment that was paid by Defendant to individual Class Members after the commencement of the Action and submission of the PAGA Notice.

y. **"Individual PAGA Payment"** means the pro rata amount payable from the PAGA Group Fund portion of the Net Settlement Amount to each PAGA Group Member in consideration for the PAGA Settlement.

z. **"Net Settlement Amount"** or the **"NSA"** means, subject to Court approval, the Gross Settlement Amount (which includes the \$86,953.45 credit for the Cure Payment

1 already paid by Defendant) less: (i) Attorneys' Fees not to exceed Sixty-Five Thousand,
2 One Hundred Dollars and Zero Cents (\$65,100.00), or thirty-five percent (35%) of the Gross
3 Settlement Amount, and Costs as supported by Class Counsel's declaration which are
4 expected to not exceed Twelve Thousand, Five Hundred Dollars and Zero Cents
5 (\$12,500.00); (ii) Settlement Administration Costs expected to not exceed Four Thousand,
6 Two Hundred Seventy Dollars and Zero Cents (\$4,270.00); (iii) the LWDA PAGA Payment
7 in the requested amount of Six Thousand, Forty-Five Dollars and Zero Cents (\$6,045.00);
8 and (iv) an Enhancement Service Payment to the Class Representative in the requested
9 amount of, and not to exceed, Seven Thousand, Five Hundred Dollars and Zero Cents
10 (\$7,500.00). The NSA is the amount available to be distributed to Participating Class
11 Members (from the Class Settlement portion of the NSA) and to PAGA Group Members
12 (from the PAGA Settlement portion of the NSA).

13 aa. **"Non-Participating Class Member"** means any Class Member who opts out
14 of the Class Settlement by sending the Settlement Administrator a valid and timely Request
15 for Exclusion from the Class Settlement.

16 bb. **"Notice of Objection"** means a Participating Class Member's valid and timely
17 submission of a written objection to the Class Settlement. A Notice of Objection to the
18 Class Settlement must be faxed or mailed to the Settlement Administrator by the Response
19 Deadline. The date of the fax or postmark on the mailing envelope will be the exclusive
20 means to determine whether a Notice of Objection has been timely submitted. For a Notice
21 of Objection to the Class Settlement to be valid, it must be signed by the Participating Class
22 Member and include: (1) the name and number of the Action; (2) the Participating Class
23 Member's full name, address, telephone number, and last four digits of their Social Security
24 number, (3) a written statement of all grounds for the objection accompanied by any legal
25 support for such objection to the Class Settlement, (4) copies of any papers, briefs, or other
26 documents upon which the objection to the Class Settlement is based; and (5) whether the
27 Participating Class Member intends to appear at the Final Approval Hearing. At no time shall
28 any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage

1 or discourage Class Members from submitting a Notice of Objection to the Class Settlement
2 or filing an appeal from the Final Order and Judgment.

3 cc. **"PAGA Group Member(s)"** or **"PAGA Aggrieved Employees"** means All
4 current and former non-exempt employees of Vital Plus Home Health Care in the state of
5 California who have worked in whole or in part in the field and/or have been paid in whole
6 or in part a piece-rate at any time during the PAGA Period.

7 dd. **"PAGA Pay Period(s)"** means the number of pay periods worked by each
8 PAGA Group Member for Defendant as a PAGA Group Member during the PAGA Period,
9 based on Defendant's records.

10 ee. **"PAGA Payment"** means a total amount of Nine Thousand Three Hundred
11 Dollars and Zero Cents (\$9,300.00) which, pursuant to the PAGA, sixty-five percent (65%),
12 or Six Thousand Forty-Five Dollars and Zero Cents (\$6,045.00), will be paid to the
13 California Labor and Workforce Development Agency (the "LWDA PAGA Payment") and
14 the remaining thirty-five percent (35%) or Three Thousand Two Hundred Fifty-Five Dollars
15 and Zero Cents (\$3,255.00) (the "PAGA Group Fund") will be paid to PAGA Group
16 Members as Individual PAGA Payments from the PAGA Settlement portion of the NSA.

17 ff. **"PAGA Period"** means the period from July 3, 2024 until May 15, 2026.

18 gg. **"PAGA Settlement"** means the Settlement as it pertains to the settlement
19 and release of Released PAGA Claims.

20 hh. **"Participating Class Members"** means Class Members who do not submit
21 a valid and timely Request for Exclusion from the Class Settlement.

22 ii. **"Pay Period Dispute"** means a written statement that a Class Member and
23 PAGA Group Member disputes the number of pay periods listed on their Class Notice. Any
24 such Pay Period Dispute must be faxed or mailed to the Settlement Administrator by the
25 Response Deadline. The date of the fax or postmark on the mailing envelope will be the
26 exclusive means to determine whether a Pay Period Dispute has been timely submitted. A
27 valid Pay Period Dispute must be in writing and contain: (i) the case name and number of
28 the Action; (ii) the PAGA Group Member/Class Member's full name, address, telephone

number, and the last four digits of his/her Social Security number; (iii) the number of Pay Periods the Class Member/PAGA Group Member contends is correct; and (iv) any evidence supporting Class Member/PAGA Group Member's contention. The number of Class Pay Periods and PAGA Pay Periods identified for each Class Member/PAGA Group Member in the Class List will be presumed to be correct unless a particular Class Member/PAGA Group Member proves otherwise to the Settlement Administrator by credible evidence. All Pay Period Disputes shall be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Pay Period Disputes will be final and non-appealable.

jj. **"Pay Period Value"** means the value of each compensable Class Pay Period and PAGA Pay Period, as determined by the formula set forth in the Settlement Agreement.

kk. **"Plaintiff"** means the plaintiff named in the Complaint in the Action, Leticia Bonnet.

ll. **"Preliminary Approval"** means the date on which the Court enters the Preliminary Approval Order.

mm. **"Preliminary Approval Order"** means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties and subject to approval by the Court.

nn. **"Released Class Claims"** means a release of any all claims arising during the Class Period against Released Parties that have been asserted or that could have reasonably been asserted as to the Class based on the facts alleged in the Action and the Complaint, including all of the following claims for relief: (1) Failure to Indemnify for Business Expenses; (2) Unpaid Overtime Wages; (3) Unpaid Minimum Wages; (4) Unpaid Wages; (5) Unpaid Vacation Wages; (6) Failure to Authorize and Permit Paid Rest Periods; (7) Failure to Provide Meal Periods; (8) Failure to Timely Pay Wages Upon Separation of Employment; (9) Failure to Provide and Maintain Compliant Itemized Wage Statements; (10) Unfair Competition; (11) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (12) all damages, penalties, interest

1 and other amounts recoverable pursuant to California Labor Code sections 201, 202, 203,
2 204, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.7, 227.3, 245, 246, 247, 510, 512,
3 1174(d), 1182, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, the applicable Industrial
4 Welfare Commission (“IWC”) Wage Order, and California Business and Professions Code
5 section 17200, *et seq.* The period of the Released Class Claims shall extend to the limits
6 of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the
7 Released Class Claims. Released Class Claims does not include any other claims,
8 including but not limited to claims under the PAGA and for civil penalties under the PAGA,
9 vested benefits, discrimination, retaliation, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security, workers’
11 compensation, or claims based on facts occurring outside the Class Period.

12 oo. **“Released PAGA Claims”** means a release of all of the following claims that
13 arose during the PAGA Period that were asserted in Plaintiff’s PAGA Notice submitted to
14 the LWDA that is part of the Complaint in the Action: (i) failure to indemnify for business
15 expenses (Labor Code sections 2802, 2804); (ii) failure to pay timely wages during
16 employment (Labor Code sections 204); (iii) wage underpayments and untimely wage
17 payments (Labor Code sections 204, 218, 221, 223, 226, 226.2, 510, 1182, 1194, 1197,
18 1198); (iv) failure to provide meal periods and authorize and permit paid rest periods, and
19 failure to accurately pay meal and rest premiums (Labor Code sections 204, 226.2,
20 226.7(b), (c), 512, 1198); (v) failure to pay overtime, meal and rest premiums, paid rest
21 breaks and paid time off/paid sick using the regular rate of pay/compensation and proper
22 divisor (Labor Code sections 204, 226.2, 226.7(b), (c), 227.3, 246(l), 510, 512(a), 1198);
23 (vi) failure to compliantly pay vacation wages and paid sick leave and at the proper rates of
24 pay (Labor Code sections 204, 218, 227.3, 245-247); (vii) failure to pay all wages due and
25 owing timely at separation/discharge of employment and failed to pay waiting time penalties
26 (Labor Code sections 201, 202, 203, 204, 218, 221, 223, 226.2, 227.3, 510, 512, 1182,
27 1194, 1197, 1198); (viii) failure to record, provide and maintain accurate and compliant
28 wage statements, and records (Labor Code sections 226(a), 226.2(a), 246(i), 1174(d),

1 1198, 1198.5). The period of the Released PAGA Claims shall extend to the limits of the
2 PAGA period. The *res judicata* effect of the Judgment will be the same as that of the release
3 of Released PAGA Claims.

4 pp. **“Released Parties”** means Defendant, and all its past and present officers,
5 directors, shareholders, assigns, attorneys, insurers, agents, independent contractors,
6 employees, predecessors, successor, parents, legal subsidiaries, legal affiliates, legally
7 related entities or other legal representatives of any kind, and legally related parties which
8 could be liable for any of the Released Class Claims and Released PAGA Claims.

9 qq. **“Request for Exclusion”** means a written statement submitted by a Class
10 Member indicating a request to be excluded from the Class Settlement. The Request for
11 Exclusion must be in writing and must: (i) state the case name and number of the Action;
12 (ii) set forth the name, address, telephone number and last four digits of the Social Security
13 Number of the Class Member requesting exclusion from the Class Settlement; (iii) be
14 signed by the Class Member; (iv) clearly state that the Class Member does not wish to be
15 included in the Class Settlement; and (v) be returned by fax or mail to the Settlement
16 Administrator, postmarked or faxed on or before the Response Deadline. The date of the
17 fax or postmark on the return mailing envelope will be the exclusive means to determine
18 whether a Request for Exclusion has been timely submitted. A Class Member who does
19 not request exclusion from the Class Settlement will be deemed a Participating Class
20 Member and will be bound by all terms of the Class Settlement if the Settlement is granted
21 final approval by the Court. A Request for Exclusion is only for the Class Settlement as no
22 exclusions from the PAGA Settlement are permitted.

23 rr. **“Response Deadline”** means the deadline by which Class Members must
24 postmark or fax to the Settlement Administrator any Requests for Exclusion to the Class
25 Settlement, any Notices of Objection by Participating Class Members, and the deadline by
26 which PAGA Group Members and Participating Class Members must postmark or fax to
27 the Settlement Administrator any Pay Period Disputes. The Response Deadline will be
28 forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement

1 Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which
2 case the Response Deadline will be extended to the next day on which the U.S. Postal
3 Service is open. The Response Deadline may also be extended by express agreement
4 between Class Counsel and Defense Counsel or as otherwise ordered by the Court. Under
5 no circumstances, however, will the Settlement Administrator have the authority to extend
6 the deadline for Class Members to submit a Request for Exclusion from the Class
7 Settlement or for Participating Class Members to submit a Notice of Objection to the Class
8 Settlement.

9 ss. **“Settlement”** or **“Settlement Action”** means the disposition of the Action on
10 behalf of Participating Class Members for the Class Settlement and on behalf of the PAGA
11 Group Members for the PAGA Settlement, which is effectuated by the Settlement and the
12 Final Approval Order and Judgment. Individually, the class action components of the
13 Settlement are referred to as the **“Class Settlement”** and the PAGA action components of
14 the Settlement are referred to as the **“PAGA Settlement.”**

15 tt. **“Settlement Administrator”** means ILYM Group, Inc. or any other third-party
16 class action settlement administrator approved by the Parties and the Court for the
17 purposes of administering this Settlement. The Parties each represent that they do not and
18 will not have a financial interest in the Settlement Administrator or otherwise have a
19 relationship with the Settlement Administrator that could create a conflict of interest.

20 uu. **“Settlement Administration Costs”** means the reasonable costs and fees
21 of administering this Settlement approved by the Court and to be paid from the Gross
22 Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if
23 necessary) of Class Notices to Class Members; (ii) preparing and submitting to Participating
24 Class Members, PAGA Group Members and government entities all appropriate tax filings
25 and forms; (iii) computing the amount of and distributing Individual Class Settlement
26 Payments, Individual PAGA Payments, the Enhancement Service Payment, the Attorneys’
27 Fees and Costs, and the LWDA PAGA Payment; (iv) processing and validating Requests
28 for Exclusion from the Class Settlement; (v) establishing a Qualified Settlement Fund, as

defined by the Internal Revenue Code; (vi) providing necessary reports and declarations, as requested by the Parties and/or ordered by the Court; and (vii) transmitting uncashed Individual Class Settlement Payments and Individual PAGA Payments to the Court-approved *cy pres* recipient. After conference and consultation with the Settlement Administrator, Settlement Administration costs are not to exceed Four Thousand Two Hundred Seventy Dollars and Zero Cents (\$4,270.00) unless the class size increases to more than 134 persons, or additional services are requested.

CLASS CERTIFICATION

8. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree pursuant to Section 382 of the California Code of Civil Procedure to the certification of the Class as to the putative class claims asserted in the Action. Specifically, for purposes of settlement only, the Parties stipulate and agree that:

- a. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;
- b. There are common questions of law and fact;
- c. The Class Representative's claims are typical of the claims of the Class;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class;
- e. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and
- f. Questions of law and fact common to the members of the Class predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

9. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph 8 shall be null and void and will not be admissible for any purpose whatsoever. Defendant reserves the right to oppose class

1 certification if the Settlement is not approved or is otherwise terminated.

2 **TERMS OF AGREEMENT**

3 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
4 agreements set forth herein, the Parties agree, subject to the approval of the Court, as
5 follows:

6 10. **Binding Settlement.** This Settlement will bind the Parties and all
7 Participating Class Members as to the Class Settlement and PAGA Group Members as to
8 the PAGA Settlement subject to the terms and conditions hereof and the Court's approval.

9 11. **Preliminary Approval of Settlement.** Class Counsel will reserve a date for
10 a hearing on Plaintiff's Motion for Preliminary Approval to take place at a time and date
11 mutually agreed upon by the Parties so that the Parties may request provisional certification
12 of the Class for settlement purposes only and the setting of a Final Approval Hearing date.
13 Class Counsel shall prepare a Motion for Preliminary Approval of the Settlement, certifying
14 the Class for settlement purposes only, approving the form of the Class Notice and
15 authorizing the mailing of the Class Notice to Class Members, designating Class Counsel
16 as Class Counsel and Plaintiff as Class Representative, appointing the Settlement
17 Administrator, and setting a date for the Final Approval Hearing. The Parties agree to work
18 diligently and cooperatively to have the Settlement presented to the Court for Preliminary
19 Approval. Class Counsel will provide Defense Counsel with the opportunity to review and
20 comment upon drafts of the Motion for Preliminary Approval and the Proposed Preliminary
21 Approval Order at least seven (7) calendar days in advance of filing the documents with
22 the Court. The Proposed Order granting Plaintiff's Motion for Preliminary Approval will be
23 mutually agreed to by the Parties prior to Plaintiff submitting the Proposed Order to the
24 Court. The Preliminary Approval Order will provide for, among other things, the Class
25 Notice to be sent to Class Members as specified herein.

26 12. **Release by All Participating Class Members.** Upon the later of the Effective
27 Date or Defendant's full funding of both the Gross Settlement Amount – less the \$86,953.45
28 Cure Payment already paid – and the employer's side payroll taxes, Participating Class

1 Members will be deemed to have fully, finally and forever released, settled, compromised,
2 relinquished and discharged, with respect to all of the Released Parties, all of their
3 Released Class Claims.

4 13. **Release by All PAGA Group Members.** Upon the later of the Effective Date
5 or Defendant's full funding of both the Gross Settlement Amount – less the \$86,953.45
6 Cure Payment already paid – and the employer's side payroll taxes, PAGA Group Members
7 will be deemed to have fully, finally and forever released, settled, compromised,
8 relinquished and discharged, with respect to all of the Released Parties, all of their
9 Released PAGA Claims.

10 14. **Additional Release and Waiver by Plaintiff.** In addition to the release of
11 claims against the Released Parties made by all Participating Class Members and all PAGA
12 Group Members as set forth in Paragraphs 12 and 13 above, Plaintiff, for herself, her heirs,
13 successors and assigns, upon the later of the Effective Date or Defendant's full funding of
14 both the Gross Settlement Amount – less the \$86,953.45 Cure Payment already paid – and
15 the employer's side payroll taxes, and in exchange for the Enhancement Service Payment,
16 does waive, release, acquit and forever discharge the Released Parties through the date
17 Plaintiff signs the Settlement Agreement, from any and all claims, actions, charges,
18 complaints, grievances and causes of action, of whatever nature, whether known or
19 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Settlement
20 Agreement, except for vested retirement benefits, including but not limited to any and all
21 tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
22 benefit claims, claims identified in Paragraph 7(nn) above, public policy claims, retaliation
23 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
24 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all
25 claims arising under any federal, state or other governmental statute, law, regulation or
26 ordinance, including any claims arising under the California Fair Employment and Housing
27 Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare
28 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age

1 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
2 the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, the California Fair
3 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave
4 Act, the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor
5 Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget
6 Reconciliation Act of 1985, the Older Workers Benefit Protection Act; the Worker
7 Adjustment and Retraining Notification Act ("WARN"); the Rehabilitation Act of 1973; the
8 Internal Revenue Code of 1986, as amended; the Employee Retirement Income Security
9 Act of 1974; California's Whistleblower Protection Act, California Business & Professions
10 Code Section 17200, *et seq.*, the California Family Rights Act; the California Labor Code;
11 the California Civil Code; the California Government Code; the California Constitution; and
12 all claims for punitive damages, exemplary damages, attorneys' fees and costs, as well as
13 any other statutes, laws regulations or damages of similar effect and any and all claims
14 arising under any federal, state or other governmental statute, law, regulation or ordinance
15 ("Plaintiff's Released Claims"). Plaintiff hereby expressly waives and relinquishes as part
16 of Plaintiff's Released Claims any and all claims, rights or benefits that Plaintiff may have
17 under California Civil Code § 1542, which provides as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
19 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
20 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
21 **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.

22 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
23 she now knows or believes to exist, but she expressly agrees to fully, finally and forever
24 settle and release any and all claims against the Released Parties, known or unknown,
25 suspected or unsuspected, which exist or may exist against Released Parties at the time
26 of execution of this Settlement Agreement, including, but not limited to, any and all claims
27 relating to or arising from Plaintiff's employment with Defendant. The Parties further
28 acknowledge, understand, and agree that this representation and commitment is essential

1 to the Agreement and that this Agreement would not have been entered into were it not for
2 this representation and commitment in exchange for the Enhancement Service Payment.
3 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
4 release and discharge of the Released Parties, Plaintiff expressly acknowledges this
5 Settlement , in exchange for the Enhancement Service Payment, is intended to include in
6 its effect, without limitation, all claims that Plaintiff does not know or suspect to exist in
7 Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement
8 contemplates the extinguishment of any such claims, except for vested retirement benefits.
9 Plaintiff warrants that she has read this Settlement Agreement, including this waiver of
10 California Civil Code section 1542, and that she has consulted with or had the opportunity
11 to consult with counsel of her choosing about this Settlement and specifically about the
12 waiver of section 1542, and that she understands this Settlement and the section 1542
13 waiver, and so she freely and knowingly enters into this Settlement Agreement. Plaintiff
14 expressly assumes any and all risk of any mistake in connection with the true facts involved
15 in the matters, disputes, or controversies released or described in this Settlement
16 Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

17 **15. Funding of the Gross Settlement Amount.** Within twenty-one (21)
18 calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount
19 – less the \$86,953.45 Cure Payment already paid by Defendant to some Class Members
20 (or \$99,046.55) – and employer-side payroll taxes required by law on the wage component
21 of the GSA into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury
22 Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.
23 Defendant shall provide all information necessary for the Settlement Administrator to
24 calculate necessary payroll taxes including its official name, 8-digit state unemployment
25 insurance tax ID number, and other information requested by the Settlement Administrator,
26 within fourteen (14) calendar days after Preliminary Approval.

27 **16. Individual Class Settlement Payments.** Participating Class Members shall
28 not be required to submit a claim in order to receive a share of the Class Settlement portion

1 of the Net Settlement Amount and no portion of the Gross Settlement Amount will revert to
2 Defendant. The Class Settlement portion of the Net Settlement Amount is the Net
3 Settlement Amount (inclusive of the \$86,953.45 Cure Payment) minus the Three Thousand
4 Two Hundred Fifty-Five Dollars and Zero Cents (\$3,255.00) PAGA Settlement portion of
5 the NSA. Individual Class Settlement Payments will be calculated and apportioned from
6 the Class Settlement portion of the Net Settlement Amount based on the Participating Class
7 Member's number of Class Pay Periods. The Settlement Administrator will mail the
8 Individual Class Settlement Payments by First Class U.S. Mail to each Participating Class
9 Member's last known mailing address within fourteen (14) calendar days after Defendant
10 provides the Settlement Administrator with the Gross Settlement Amount (assuming the
11 Effective Date has occurred), less the \$86,953.45 Cure Payment already paid to some
12 Class Members. Prior to mailing the Individual Class Settlement Payments, the Settlement
13 Administrator shall perform a search based on the National Change of Address Database
14 maintained by the United States Postal Service to update and correct any known or
15 identifiable address changes. The Individual Class Settlement Payments will be calculated,
16 distributed, and allocated as follows:

17 a. Using the Class List, the Settlement Administrator will calculate: (i) the total
18 number of Class Pay Periods for each Class Member and (ii) the aggregate total number
19 of Class Pay Periods for all Class Members ("Aggregate Class Pay Periods"). Each Class
20 Member will be credited with a minimum of one (1) Class Pay Period, except as provided
21 for in Paragraph 16, subparagraph c.

22 b. The Settlement Administrator will determine each Class Member's estimated
23 Individual Class Settlement Payment, using the following formula: The Class Settlement
24 portion of the Net Settlement Amount will be divided by the Aggregate Class Pay Periods,
25 resulting in the "Class Pay Period Value." Each Class Member's Individual Class Settlement
26 Payment will be calculated by multiplying each individual Class Member's total number of
27 Class Pay Periods by the Class Pay Period Value.

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1 c. For any Participating Class Members who was paid an Individual Cure
2 Payment by Defendant, the Settlement Administrator shall apply that payment as a setoff
3 to the total amount of the Individual Class Settlement Payment by crediting (i.e., deducting)
4 the total amount of the Cure Payment the Class Member was paid, from the Individual
5 Class Settlement Payment calculated based on the formula described above. Any amount
6 of a Participating Class Member's Individual Class Settlement Payment that is deducted
7 due to prior payment of an Individual Cure Payment shall be redistributed pro rata to all
8 Participating Class Members who were not paid any Individual Cure Payment, based on
9 the Participating Class Member's total Class Pay Periods. Should the amount of an
10 Individual Cure Payment paid to a Participating Class Member exceed the amount of their
11 Individual Class Settlement Payment, the Participating Class Member shall not receive any
12 portion of their calculated Individual Class Settlement Payment (other than the already paid
13 Cure Payment) but shall still be subject to the Released Class Claims. In such event, the
14 Settlement Administrator shall act, for reapportionment purposes, as if the Participating
15 Class Member worked zero (0) Class Pay Periods so that the Class Settlement portion of
16 the Net Settlement Amount can be apportioned to Participating Class Members who were
17 not paid an Individual Cure Payment and to those whose Individual Cure Payment did not
18 exceed their Individual Class Settlement Payment. Nothing in this section shall preclude a
19 Class Member whose Individual Cure Payment exceeds their Individual Class Settlement
20 Payment from being eligible to receive an Individual PAGA Payment. For purposes of the
21 Class Notice, each Class Member shall be advised of what their estimated total Individual
22 Class Settlement Payment is, the number of Class Pay Periods identified in Defendant's
23 records, the amount (if any) of their Individual Cure Payment, and the estimated amount of
24 their Individual Class Settlement Payment after deduction of their Cure Payment (if
25 applicable) against their total Individual Class Settlement Payment.

26 d. The entire Class Settlement portion of the Net Settlement Amount will be
27 disbursed as Individual Class Settlement Payments to Participating Class Members. If a
28 Class Member fails to become a Participating Class Member due to a timely and valid

1 Request for Exclusion from the Class Settlement, that Class Member's allocated Individual
2 Class Settlement Payment (exclusive of any Individual Cure Payment) shall be
3 redistributed pro rata to all Participating Class Members from the Class Settlement portion
4 of the Net Settlement Amount based on the Participating Class Member's total number of
5 Class Pay Periods.

6 e. Individual Class Settlement Payments will be made to Participating Class
7 Members by check and will be made payable to each Participating Class Member as set forth
8 in this Settlement Agreement.

9 f. In the event a Participating Class Member fails to cash or deposit their
10 Individual Class Settlement Payment check, the Participating Class Member shall
11 nevertheless remain bound by the Class Settlement, including, but not limited to the
12 Released Class Claims.

13 g. All Individual Class Settlement Payments paid to Participating Class
14 Members under the Class Settlement that are attributable to wages will constitute wage
15 income to such Participating Class Members in the year in which such monies are actually
16 paid to the Participating Class Members. It is expressly understood and agreed to the
17 fullest extent legally permitted that the receipt of Individual Class Settlement Payments will
18 not entitle any Participating Class Member to additional compensation or benefits under
19 any collective bargaining agreement or under any bonus, contest or other compensation or
20 benefit plan or agreement in place during the period covered by the Class Settlement, nor
21 will it entitle any Participating Class Member to any increased pension and/or retirement,
22 or other deferred compensation benefits. It is the intent that Individual Class Settlement
23 Payments provided for in this Settlement Agreement are the sole payments to be made by
24 Defendant to Participating Class Members in connection with this Class Settlement, with
25 the exception of the Enhancement Service Payment to Plaintiff and Individual PAGA
26 Payments to PAGA Group Members, and that the Participating Class Members are not
27 entitled to any new or additional compensation or benefits as a result of having been paid
28 the Individual Class Settlement Payment. Furthermore, the receipt and/or payment of

Individual Class Settlement Payments by Participating Class Members will not, and does not, by itself establish any general, special, or joint employment relationship between and among the Participating Class Member(s) and Defendant.

17. **Allocation of Individual Class Settlement Payments.** All Individual Class Settlement Payments will be allocated as follows: (a) seventy-five percent (75%) as alleged unpaid wages subject to all applicable tax withholdings reportable on IRS W-2 form; and (b) twenty-five percent (25%) as interest and penalties reportable on an IRS Form 1099. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Settlement Payment and issue checks to Participating Class Members for their Individual Class Settlement Payments (i.e., payment of their Individual Class Settlement Payment net of these taxes and withholdings). Defendant is responsible for the employer share of payroll taxes on the wage component of the Class Settlement, outside of the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

18. **Requests for Exclusion from the Class Settlement.** Any Class Member wishing to opt-out from the Class Settlement must sign and fax or postmark a written Request for Exclusion from the Class Settlement to the Settlement Administrator within the Response Deadline. The date of fax or postmark will be the exclusive means to determine whether a Request for Exclusion from the Class Settlement has been timely submitted. The Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt out of the Class Settlement. More specifically, a Class Member may request to be excluded from the effect of the Class Settlement – including any payment of amounts under the Class Settlement – by timely mailing or faxing a Request for Exclusion from the Class Settlement to the Settlement Administrator stating that the Class Member wants to be excluded from this Class Settlement. To be valid and timely, the request to be excluded must be postmarked or faxed by the Response Deadline date that will be specified in the Class Notice. A Class Member who properly submits a valid and timely request to be excluded from the Class Settlement will not receive any payment of any kind in

1 connection with the Class Settlement (but shall keep any Individual Cure Payment paid to
2 that Class Member), will not be bound by or receive any benefit of the Class Settlement,
3 and will have no standing to object to the Class Settlement. Class Members who do not
4 timely and validly request exclusion from the Class Settlement will be bound by the
5 Released Class Claims. A Request for Exclusion from the Class Settlement must be mailed
6 or faxed to the Settlement Administrator as provided in the Class Notice, and the Settlement
7 Administrator will promptly transmit the Requests for Exclusion to counsel for the Parties.

8 **19. Defective Submissions for Exclusion from the Class Settlement.** If a
9 Class Member's Request for Exclusion to the Class Settlement is defective as to the
10 requirements set forth in the Class Notice, that Class Member will be given an opportunity
11 to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter
12 within five (5) calendar days of receiving the defective submission to advise the Class
13 Member that his or her submission is defective and that the defect must be cured to render
14 the Request for Exclusion from the Class Settlement valid. The Class Member will have
15 until the later of (i) the Response Deadline or (ii) ten (10) calendar days from the date of
16 the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion.
17 If the revised Request for Exclusion from the Class Settlement is not postmarked or faxed
18 within that period, it will be deemed untimely.

19 **20. Attorneys' Fees and Costs.** Class Counsel shall be entitled to request an
20 award of attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement
21 Amount, or Sixty-Five Thousand, One Hundred Dollars and Zero Cents (\$65,100.00). In
22 addition, Class Counsel shall be entitled to request reimbursement of litigation costs and
23 expenses associated with Class Counsel's prosecution of the Action and PAGA Notice,
24 and settlement thereof, which is expected not to exceed Twelve Thousand, Five Hundred
25 Dollars and Zero Cents (\$12,500.00). Class Counsel's request for such attorneys' fees and
26 costs will be subject to approval from the Court. Defendant agrees not to oppose or object
27 to Class Counsel's request for attorneys' fees in the amount not to exceed \$65,100.00, or
28 thirty-five percent (35%) of the Gross Settlement Amount, or to Counsel's request for

attorneys' costs which are expected to not exceed \$12,500.00. In the event the Court awards Class Counsel less (or Class Counsel seeks less) than \$65,100.00 or 35% of the GSA in attorneys' fees or less than costs sought, the difference will be part of the Net Settlement Amount and distributed to Participating Class Members as part of their Individual Class Settlement Payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs awarded by the Court. Class Counsel shall provide the Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Attorneys' Fees and Costs approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel for the Attorneys' Fees and Costs.

21. **Class Representative Enhancement Service Payment.** For the purposes of this Settlement only, the Parties agree to the designation of Plaintiff Leticia Bonnet as Class Representative. In recognition of her time and effort in bringing and presenting the Action and the PAGA Notice and related settlement efforts, and in consideration of Plaintiff's Released Claims, Plaintiff shall request an Enhancement Service Payment not to exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). Plaintiff's request for such Enhancement Service Payment will be subject to approval from the Court. Defendant agrees not to oppose or object to Plaintiff's request for an Enhancement Service Payment in an amount not to exceed \$7,500.00. The Enhancement Service Payment will be in addition to Plaintiff's right to any Individual Class Settlement Payment and Individual PAGA Payment pursuant to the Settlement. The Enhancement Service Payment is considered income to Plaintiff and the Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Enhancement Service Payment. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on her Enhancement Service Payment and will hold Class Counsel, Defendant, and Defense Counsel harmless from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Enhancement Service Payment. Plaintiff will not have the right to revoke this Settlement in

1 the event the Court fails to approve the amount sought by Plaintiff as an Enhancement
2 Service Payment. Any portion of the Enhancement Payment not awarded will become part
3 of the Net Settlement Amount and will be distributed to Participating Class Members as
4 part of the Individual Class Settlement Payments.

5 22. **PAGA Settlement.** PAGA Group Members shall not be required to submit a
6 claim in order to receive a share of the PAGA Settlement portion of the Net Settlement
7 Amount and no portion of the Gross Settlement Amount will revert to Defendant. Subject to
8 Court approval, the Three Thousand Two Hundred Fifty-Five Dollars and Zero Cents
9 (\$3,255.00) PAGA Settlement portion of the NSA will be allocated to PAGA Group
10 Members for settlement and release of the Released PAGA Claims. All PAGA Group
11 Members are eligible for and will be paid an Individual PAGA Payment due to the fact that
12 no one may opt-out of the PAGA Settlement. The Individual PAGA Payments will be
13 calculated, distributed, and allocated on a pro rata basis from the PAGA Settlement portion
14 of the NSA as follows:

15 a. Using the Class List, the Settlement Administrator will calculate: (i) the total
16 number of PAGA Pay Periods for each PAGA Group Member and (ii) the aggregate total
17 number of PAGA Pay Periods for all PAGA Group Members ("Aggregate PAGA Pay
18 Periods"). Each PAGA Group Member will be credited with a minimum of one (1) PAGA
19 Pay Period.

20 b. To determine each PAGA Group Member's estimated Individual PAGA
21 Payment, the Settlement Administrator will use the following formula: The PAGA Settlement
22 portion of the NSA will be divided by the Aggregate PAGA Pay Periods ("PAGA Pay Period
23 Value"). Each PAGA Group Member's Individual PAGA Payment will be calculated by
24 multiplying each individual PAGA Group Member's total number of PAGA Pay Periods by
25 the PAGA Pay Period Value.

26 c. Individual PAGA Payments will be made by check and will be made payable to
27 each PAGA Group Member as set forth in this Settlement.

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1 d. One hundred percent (100%) of all Individual PAGA Payments will be
2 allocated as alleged non-wage penalties not subject to payroll tax withholdings, reported
3 by the Settlement Administrator on the Form IRS 1099.

4 e. In the event a PAGA Group Member fails to cash or deposit their Individual
5 PAGA Payment check, the PAGA Group Member shall nevertheless remain bound by the
6 PAGA Settlement, including, but not limited to the Released PAGA Claims.

7 23. **Settlement Administration Costs.** The Settlement Administration fees and
8 expenses, which are estimated not to exceed Four Thousand, Two Hundred Seventy
9 Dollars and Zero Cents (\$4,270.00) will be paid from the Gross Settlement Amount, less
10 the \$86,953.45 Cure Payment already paid by Defendant. Prior to Plaintiff filing a Motion
11 for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties
12 with a statement detailing the Settlement Administration Costs to date. The Parties agree
13 to cooperate in the Settlement Administration process and to make all reasonable efforts
14 to control and minimize Settlement Administration Costs.

15 a. The Parties each represent they do not have any financial interest in the
16 Settlement Administrator or otherwise have a relationship with the Settlement Administrator
17 that could create a conflict of interest.

18 b. The Settlement Administrator shall keep the Parties timely apprised of the
19 performance of all Settlement Administrator responsibilities required by the Settlement.

20 24. **Settlement Administration.** Within seven (7) calendar days of the
21 Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator
22 for purposes of mailing the Class Notices to Class Members. The Settlement Administrator
23 shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules
24 and regulations in which the Gross Settlement Amount – less the \$86,953.45 Cure Payment
25 already paid by Defendant – and employer-side payroll taxes will be placed and from which
26 payments required by the Settlement will be made. The Settlement Administrator shall not
27 be permitted to share any information included in the Class List with Plaintiff or Class
28 Counsel, except for the total number of individuals, pay period information, and Cure

1 Payment information included on the Class List, absent express approval by Defendant or
2 Defense Counsel.

3 a. Accounting. Within seven (7) calendar days after the Effective Date, the
4 Settlement Administrator will provide the Parties with an accounting of the amounts to be
5 paid by Defendant pursuant to the terms of the Settlement.

6 b. Notice by First Class U.S. Mail. Upon receipt of the Class List, the Settlement
7 Administrator shall perform a search based on the National Change of Address Database
8 maintained by the United States Postal Service to update and correct any known or
9 identifiable address changes. All Class Members will be mailed a Class Notice in the form
10 attached as **Exhibit A**, or as provided by Court order. Within fourteen (14) calendar days
11 after receiving the Class List from Defendant, the Settlement Administrator will mail a Class
12 Notice to all Class Members via First-Class U.S. Mail. The Settlement Administrator shall
13 exercise its best judgment to determine the current mailing address for each Class Member.
14 The address identified by the Settlement Administrator as the current mailing address will
15 be presumed to be the most current mailing address for each Class Member. The Parties
16 agree that this procedure for notice provides the best notice practicable to Class Members
17 and fully complies with due process.

18 c. Undeliverable Notices. Any Class Notice returned to the Settlement
19 Administrator as non-deliverable on or before the thirtieth (30th) calendar day after the initial
20 Class Notice mailing date will be re-mailed to the forwarding address affixed thereto within
21 five (5) calendar days of receipt of the returned Class Notice by the Settlement
22 Administrator. If no forwarding address is provided, the Settlement Administrator shall
23 attempt to determine a correct address by the use of skip-tracing or other type of automated
24 search, using the name, address and/or Social Security number of the Class Member
25 involved, and shall then perform a re-mailing to the Class Member whose Class Notice was
26 returned as non-deliverable within five (5) calendar days of receipt of the returned Class
27 Notice by the Settlement Administrator, assuming another mailing address is identified by
28 the Settlement Administrator. Class Members who are sent a re-mailed Class Notice shall

1 have their Response Deadline extended by ten (10) calendar days. If these procedures
2 are followed, notice to Class Members will be deemed to have been fully satisfied, and if
3 the intended recipient of the Class Notice does not receive the Class Notice, the intended
4 recipient shall nevertheless remain a Class Member and, if applicable, a PAGA Group
5 Member, and shall be bound by all terms of the Settlement and the Final Order and
6 Judgment applicable to them.

7 d. Disputed Information on Notice of Class Action Settlement. Participating
8 Class Members and PAGA Group Members will have an opportunity to dispute the number
9 of Class Pay Periods identified for them and, if applicable, the number of PAGA Pay Periods
10 identified for them in their Class Notices. To the extent Participating Class Members and/or
11 PAGA Group Members dispute their number of pay periods, they may produce evidence to
12 the Settlement Administrator showing that such information is inaccurate. The Settlement
13 Administrator will advise the Parties of such dispute, allow Defendant seven (7) calendar
14 days to respond with any additional information or records, and then decide the dispute.
15 Defendant's records will be presumed correct, but the Settlement Administrator will
16 evaluate the evidence submitted by the Participating Class Member and/or PAGA Group
17 Member and Settlement Administrator and will make the final decision as to the merits of
18 the dispute.

19 e. Settlement Administrator Reports. The Settlement Administrator shall
20 provide Defendant's counsel and Class Counsel a weekly report of the number of Class
21 Members who have submitted valid Requests for Exclusion, Notices of Objection, and
22 PAGA Pay Period and Class Pay Period Disputes. Additionally, the Settlement
23 Administrator will provide to Defendant's Counsel and Class Counsel any updated reports
24 regarding the administration of the Settlement Agreement as needed or requested.

25 f. Distribution and Timing of Payments. Within fourteen (14) calendar days after
26 the Gross Settlement Amount – less the \$86,953.45 Cure Payment already paid by
27 Defendant – is funded and assuming the Effective Date has occurred, the Settlement
28 Administrator will issue payments to: (i) all Participating Class Members, including any

1 Participating Class Member whose notice was returned as undeliverable; (ii) Plaintiff; (iii)
2 Class Counsel; (iv) the LWDA; and (v) the Settlement Administrator.

3 g. Returned Settlement Checks. Any check returned to the Settlement
4 Administrator as undeliverable within thirty (30) calendar days after the initial distribution
5 shall be re-mailed by the Settlement Administrator via First-Class U.S. Mail within seven
6 (7) calendar days of receipt of the returned check and after the Settlement Administrator
7 performs a Class Member address search (if no forwarding address is provided) via
8 National Change of Address and the use of skip-tracing or other type of automated search,
9 using the name, address and/or Social Security number of the person involved. Should any
10 check be returned as undeliverable a second time or be returned after the thirtieth (30th)
11 calendar day following the initial distribution, the check will be void and the Settlement
12 Administrator shall treat the check as an uncashed settlement check to be distributed to
13 the *cy pres* beneficiary in accordance with California Code of Civil Procedure, Section 384,
14 unless the check is claimed by the Participating Class Member and/or PAGA Group
15 Member's contacts with the Settlement Administrator and ultimately cashed or negotiated
16 by the Check-Cashing Deadline.

17 h. Uncashed Settlement Checks. Participating Class Member and PAGA Group
18 Member checks will remain negotiable for One Hundred and Eighty (180) calendar days
19 ("Check-Cashing Deadline") after the initial check mailing date. Any check not cashed or
20 negotiated within 180 calendar days will be void. The funds associated with the uncashed
21 checks, subject to Court approval, will be distributed by the Settlement Administrator in
22 accordance with California Code of Civil Procedure, Section 384. Consistent with Section
23 384(b), the *cy pres* shall be a nonprofit organization or foundation to support projects that
24 will benefit the class or similarly situated persons, or that promote the law consistent with
25 the objective and purposes of the underlying cause of action, to child advocacy programs,
26 or to nonprofit organizations providing civil legal services to the indigent. Any amounts from
27 the checks that remain uncashed and/or unnegotiated will be tendered to CASA of Ventura
28 County, subject to approval by the Court. The Parties each represent they do not have a

1 financial interest in CASA of Ventura County or otherwise have a relationship with CASA
2 of Ventura County that creates or could create a conflict of interest.

3 i. Certification of Completion. Upon completion of administration of the
4 Settlement, the Settlement Administrator shall provide a written declaration under oath to
5 the Parties to certify such completion to the Court, should the Court require and/or order
6 certification of completion, and to counsel for all Parties.

7 j. Disputes Regarding Administration of Settlement. Any dispute not resolved
8 by the Settlement Administrator concerning the administration of the Settlement will be
9 resolved by the Court.

10 k. Best Efforts. The Parties agree to use their best efforts to carry out the terms
11 of this Settlement.

12 25. **Objection Procedures.** The Class Notice shall state that Participating Class
13 Members who wish to object to the Class Settlement may do so by a written Notice of
14 Objection to be mailed or faxed by the Response Deadline to the Settlement Administrator.
15 Class Members who submit a valid and timely Request for Exclusion to the Class
16 Settlement may not object to the Settlement. The date of fax or postmark of the Notice of
17 Objection to the Class Settlement will be deemed the exclusive means for determining that
18 the Notice of Objection is timely. The Settlement Administrator will promptly provide any
19 Notices of Objection to the Parties' counsel upon receiving them. Participating Class
20 Members may also have a right to have their objections heard at the Final Approval
21 Hearing. Class Counsel will not represent any Class Members with respect to any such
22 Objections to this Class Settlement and any Class Members who request exclusion from
23 the Class Settlement will not have standing to object to the Settlement.

24 26. **Administration of Taxes by the Settlement Administrator.** The Settlement
25 Administrator shall be responsible for issuing to Plaintiff, Class Members, PAGA Group
26 Members and Class Counsel tax forms as may be required by law for all amounts paid
27 pursuant to this Settlement. The Settlement Administrator shall also be responsible for
28 timely forwarding all taxes and penalties to the appropriate government authorities as may

1 be required by law. The Settlement Administrator shall calculate the amount of the
2 employer's share of payroll taxes and Participating Class Members' shares of payroll taxes
3 and shall remit and report the applicable portions of the payroll tax payment to the
4 appropriate taxing authorities in a timely manner. Defendant represents and warrants that
5 it already paid all payroll taxes on the Cure Payments and remitted and reported those
6 payments to the appropriate taxing authorities in a timely manner.

7 **27. Escalator.** Defendant represents that there were an estimated 5,897 total
8 pay periods worked by the Class Members during July 3, 2021 to March 16, 2026. If the
9 number of pay periods worked during July 3, 2021 to March 16, 2026 exceeds this figure
10 by more than 7.5% (i.e., if there are 6,339 or more total pay periods), Defendant shall
11 increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 18%
12 increase in the number of total pay periods, Defendant shall increase the Gross Settlement
13 Amount by 18%).

14 **28. No Credit Toward Benefit Plans.** The Individual Class Settlement
15 Payments made to Participating Class Members and Individual PAGA Payments made to
16 PAGA Group Members under this Settlement, as well as any other payments made
17 pursuant to this Settlement, will not be utilized to calculate any additional benefits under
18 any benefit plans to which any Participating Class Members and PAGA Group Members
19 may be eligible, including, but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii)
20 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO
21 plans, and (viii) any other benefit plan. Rather, it is the Defendant's intention that this
22 Settlement Agreement will not affect any rights, contributions, or amounts to which any
23 Participating Class Members and PAGA Group Members may be entitled under any benefit
24 plans.

25 **29. Tax Liability.** The Parties, nor Class Counsel or Defense Counsel, make no
26 representations as to the tax treatment or legal effect of the payments called for hereunder,
27 and Plaintiff, PAGA Group Members, and Class Members are not relying on any statement,
28 representation, or calculation by the Parties, Class Counsel, Defense Counsel or by the

1 Settlement Administrator in this regard. Plaintiff, Class Members, PAGA Group Members
2 and Class Counsel understand and agree that they will be solely responsible for the
3 payment of any taxes and penalties owed by them on the payments described herein.

4 **30. Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT
5 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
6 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
7 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
8 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY
11 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
12 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
16 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
17 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 SETTLEMENT AGREEMENT.

1 **31. Final Settlement Approval Hearing and Entry of Judgment.** Following
2 expiration of the Response Deadline, a Final Approval Hearing will be conducted by the
3 Court for the Court to determine whether to grant final approval of the Settlement, including
4 determining the amounts properly payable for: (i) the Attorneys' Fees and Costs; (ii) the
5 Enhancement Service Payment; (iv) Settlement Administration Costs; and (iv) the PAGA
6 Settlement. Prior to the Final Approval Hearing, the Settlement Administrator shall provide
7 a written report or declaration to the Parties at least thirty (30) calendar days before the
8 Final Approval Hearing, describing the process and results of the administration of the
9 Settlement to date, which report or declaration will be filed by Plaintiff with the Court prior
10 to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to
11 have this Settlement presented to the Court for final approval. The proposed Order granting
12 Plaintiff's Motion for Final Approval will be mutually agreed to by the Parties prior to Plaintiff
13 submitting the proposed Order to the Court. Plaintiff will also provide Defense Counsel the
14 opportunity to review and comment upon drafts of the Proposed Final Order and Judgment
15 at least seven (7) calendar days before filing the Motion for Final Approval of the Settlement
16 with the Court. Class Counsel will be responsible for drafting all documents necessary to
17 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees
18 and costs application to be heard at the final approval hearing, whether that is a separate
19 motion/application or part of the Motion for final approval.

20 **32. Duties of the Parties Prior to Court Approval.** The Parties shall promptly
21 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary
22 Approval and determination by the Court as to its fairness, adequacy, and reasonableness.
23 Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court
24 for the entry of an order scheduling a Final Approval Hearing on the question of whether the
25 proposed Settlement, including payment of Attorneys' Fees and Costs, and the
26 Enhancement Service Payment, should be finally approved as fair, reasonable and adequate
27 as to the members of the Class. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff
28 shall also apply to the Court for the entry of an Order as follows:

1 a. Certifying the Class for settlement purposes only;
2 b. Approving, as to form and content, the proposed Class Notice;
3 c. Approving the manner and method for Class Members to object or request
4 exclusion from the Class Settlement, as contained herein and within the Class Notice;
5 d. Directing the mailing of the Class Notice to Class Members, by first class mail;
6 e. Preliminarily approving the Settlement subject only to the objections of
7 Participating Class Members to the Class Settlement and final review by the Court.; and
8 f. Enjoining Plaintiff and all Class Members, after the Settlement Administrator
9 has mailed the Class Notice, from filing or prosecuting any claims, suits or administrative
10 proceedings (including filing claims with the California Division of Labor Standards
11 Enforcement and the LWDA) for the Released Class Claims unless and until such Class
12 Members have submitted valid Requests for Exclusion from the Class Settlement with the
13 Settlement Administrator, and enjoining Plaintiff and all PAGA Group Members from filing
14 and/or prosecuting any claims, suits or administrative proceedings (including filing claims
15 with the California Division of Labor Standards Enforcement and the LWDA) for the
16 Released PAGA Claims. Plaintiff is not enjoined only as to her obligations to provide notice
17 to the LWDA in relation to the PAGA Settlement.

18 **33. Duties of the Parties Following Final Approval.** Class Counsel shall
19 submit a proposed Final Order of Approval and Judgment: (i) approving the Settlement,
20 adjudging the terms thereof to be fair, reasonable and adequate, and directing
21 consummation of its terms and provisions; (ii) Approving Class Counsel's application for
22 an award of attorneys' fees and costs; (iii) Approving the Enhancement Service Payment
23 to Class Representative; (iv) Approving the Settlement Administrator's fees; (v) Approving
24 the PAGA Settlement; (vi) Setting a date when the Parties shall submit the Final Report
25 regarding the distribution of the Gross Settlement Amount pursuant to California Code of Civil
26 Procedure section 384 if the Court desires, and, if necessary a date for a final accounting
27 hearing following its receipt of the Final Report if the Court desires; and (vii) Entering
28 judgment in this Action barring all Participating Class Members from prosecuting Released

1 Class Claims against any of the Released Parties, barring PAGA Group Members from
2 prosecuting Released PAGA Claims against any of the Released Parties, and barring Plaintiff
3 from prosecuting Plaintiff's Released Claim against any of the Released Parties.

4 **34. No Prior Assignments.** The Parties and their counsel represent, covenant,
5 and warrant that they have not directly or indirectly assigned, transferred, encumbered, or
6 purported to assign, transfer, or encumber to any person or entity any portion of any liability,
7 claim, demand, action, cause of action or right herein released and discharged.

8 **35. Revocation of Settlement by Defendant.** If five percent (5%) or more of the
9 total Class Members timely and validly exclude themselves from the Class Settlement,
10 Defendant may, at its election and in its sole discretion, rescind the Settlement and all actions
11 taken in furtherance of it will thereby be null and void. Defendant must exercise this right of
12 rescission in writing, by certified or electronic mail to Class Counsel, within fourteen (14)
13 calendar days of the Response Deadline. In event the Settlement is terminated under this
14 provision, Defendant shall be solely responsible for paying any Settlement Administration
15 Costs already incurred by the Settlement Administrator.

16 **36. Nullification of Settlement Agreement.** In the event: (i) the Court does not
17 enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
18 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the
19 Settlement does not become final for any other reason, this Settlement Agreement will be
20 rendered null and void, any order or judgment entered by the Court in furtherance of this
21 Settlement will be treated as void from the beginning and this Settlement Agreement and
22 any documents related to it will not be used by any Class Member or Class Counsel to
23 support any claim or request for class certification in the Action, and will not be used in any
24 other civil, criminal or administrative action against Defendant or any of the other Released
25 Parties. Should the Settlement not become final for any reason, the Parties will request
26 that the Court reopen proceedings within thirty (30) calendar days, the Parties and any
27 monies required to be paid under this Settlement (excluding the Cure Payments) will be
28 returned to their respective statuses as of the date and time immediately prior to the

1 execution of this Settlement Agreement, and the Parties shall proceed in all respects as if
2 this Settlement Agreement had not been executed, except that any Settlement
3 Administration Costs already incurred by the Settlement Administrator shall be split evenly
4 amongst the Parties (unless Defendant elects to revoke the Settlement, as specified in
5 Paragraph 35 above, in which case any Settlement Administration Costs already incurred
6 by the Settlement Administrator will be paid by Defendant). In the event an appeal is filed
7 from the Court's Final Order and Judgment, or any other appellate review is sought,
8 administration of the Settlement will be stayed pending final resolution of the appeal or
9 other appellate review and the stay will only be lifted if the end result of the appeal or other
10 proceeding is that the terms of this Settlement Agreement are upheld.

11 **37. Plaintiff's Agreement to be Bound by Terms and Waiver of Right to be**
12 **Excluded.** Plaintiff agrees that, by signing this Settlement Agreement, she will be bound by
13 the terms herein. Plaintiff further agrees that, upon signing this Settlement Agreement, she
14 will not request to be excluded from this Settlement and that any such request for exclusion
15 by Plaintiff will be void and of no force or effect.

16 **38. Judgment and Continued Jurisdiction.** Upon final approval of the
17 Settlement by the Court or after or in conjunction with the Final Approval Hearing, the
18 Parties will present the Judgment to the Court for its approval pursuant to Rule 3.770 of the
19 California Rules of Court. After entry of the Judgment, the Court will have continuing
20 jurisdiction under California Code of Civil Procedure section 664.6 solely for purposes of
21 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
22 Settlement administration matters, and (iii) such post-Judgment matters as may be
23 appropriate under court rules or as set forth in this Settlement Agreement.

24 **39. Interim Stay of Proceedings.** The Parties agree to stay all proceedings in
25 the Action, including with respect to California Code of Civil Procedure section 583.310,
26 except such proceedings necessary to implement and complete the Settlement, pending the
27 Final Approval Hearing before the Court. The Parties will cooperate in requesting that all
28 dates and deadlines on calendar be vacated and staying the Action in its entirety, except for

1 Settlement matters, while seeking approval of the Settlement.

2 40. **Exhibits Incorporated by Reference.** The terms of this Settlement
3 Agreement include the terms set forth in any attached Exhibits, which are incorporated by
4 reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an
5 integral part of the Settlement.

6 41. **Publicity of Settlement Agreement.** Class Representative and Class
7 Counsel will not make any public disclosures of any kind regarding the Settlement, this
8 Settlement Agreement, or the confidential Memorandum of Understanding fully executed by
9 the Parties, Class Counsel and Defense Counsel, including but not limited to postings on
10 Class Counsel's websites and postings on any social media sites/outlets, until after the
11 Motion for Preliminary Approval is filed or the LWDA is notified about the Settlement,
12 whichever is earlier. Class Counsel will take all steps necessary to ensure the Class
13 Representative is aware of, and will encourage her to adhere to, the restriction against any
14 public disclosures regarding the Settlement, this Settlement Agreement, and the confidential
15 fully executed Memorandum of Understanding in this Action until after the Motion for
16 Preliminary Approval is filed. Further, Class Counsel will not include, reference or use the
17 Settlement for any marketing or promotional purposes, or for attempting to influence business
18 relationships at Defendant's location(s), either before or after the Motion for Preliminary
19 Approval is filed, except that Class Counsel is permitted to include the dollar amount of the
20 Gross Settlement Amount in any verdicts or settlement calculations without referencing the
21 names of Defendant or the Released Parties. Following the Court's Preliminary Approval of
22 the Settlement, Class Representative and Class Counsel will not initiate any communications
23 with the media, and, if contacted by the media, will only direct any media inquiries to the public
24 records of the Action on file with the Court and the submissions with the LWDA. Class
25 Counsel will take all steps necessary to ensure the Class Representative is aware of, and will
26 encourage her to adhere to, the restriction against initiating any media comment. Class
27 Counsel further agrees not to use the Settlement or any of its terms for any marketing or
28 promotional purposes except as provided for above. Nothing herein will restrict Class Counsel

1 from including publicly available information regarding this Settlement in future judicial and
2 LWDA submissions regarding Class Counsel's qualifications and experience. Further, as
3 stated above, Class Counsel will not include, reference, or use the Settlement for any
4 marketing or promotional purposes, or for attempting to influence business relationships at
5 Defendant's location(s), either before or after the Motion for Preliminary Approval is filed,
6 except as for provided above. None of this prevents Class Counsel from fulfilling duties as
7 Class Counsel and duties in conjunction with settlement of PAGA claims and providing notice
8 of the Settlement to the LWDA.

9 **42. Entire Agreement.** This Settlement Agreement and any attached Exhibits
10 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
11 written or oral agreements may be deemed binding on the Parties.

12 **43. Amendment or Modification.** This Settlement Agreement may be amended
13 or modified only by a written instrument signed by counsel for all Parties or their
14 successors-in-interest and approved by the Court.

15 **44. Authorization to Enter into Settlement Agreement.** Defendant's Counsel
16 and Class Counsel warrant and represent they are expressly authorized by the Parties
17 whom they represent to negotiate this Settlement Agreement and to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Settlement
19 Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of this Settlement Agreement. The Parties, Class Counsel, and Defense
21 Counsel shall cooperate with each other and use their best efforts to affect the implementation
22 of the Settlement. In the event the Parties are unable to reach agreement on the form or
23 content of any document needed to implement the Settlement, or on any supplemental
24 provisions that may become necessary to effectuate the terms of this Settlement, the Parties
25 may seek the assistance of the Court and/or Mediator to resolve such disagreement. The
26 person(s) signing this Settlement Agreement on behalf of Defendant represents and warrants
27 that he/she is authorized to sign and enter into this Settlement Agreement on behalf of
28 Defendant. Plaintiff represents and warrants that she is authorized to sign and enter into this

1 Settlement Agreement and that she has not assigned any claim, or part of a claim, covered
2 by this Settlement of Settlement to a third-party. The Parties have cooperated in the drafting
3 and preparation of this Settlement Agreement. Hence, in any construction made of this
4 Settlement Agreement, the same will not be construed against any of the Parties.

5 45. **Binding on Successors and Assigns.** This Settlement Agreement will be
6 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
7 as previously defined.

8 46. **California Law Governs.** All terms of this Settlement Agreement and
9 Exhibits hereto will be governed by and interpreted according to the laws of the State of
10 California.

11 47. **Execution and Counterparts.** This Settlement Agreement is subject only to
12 the execution of all Parties. However, the Settlement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile, electronic,
14 and scanned copies of the signature page, will be deemed to be one and the same
15 instrument and shall be accepted as an original. Any executed counterpart will be
16 admissible in evidence to prove the existence and contents of the Settlement Agreement.

17 48. **Acknowledgement that the Settlement is Fair and Reasonable.** The
18 Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of
19 the Action and have arrived at this Settlement after arm's-length negotiations and in the
20 context of adversarial litigation, considering all relevant factors, present and potential. The
21 Parties further acknowledge that they are each represented by competent counsel and that
22 they have had an opportunity to consult with their counsel regarding the fairness and
23 reasonableness of this Settlement. In addition, the Mediator may execute a declaration
24 supporting the Settlement and the reasonableness of the Settlement and the Court may, in
25 its discretion, contact the Mediator to discuss the Settlement and whether or not the
26 Settlement is objectively fair and reasonable.

27 49. **Invalidity of Any Provision.** Before declaring any provision of this
28 Settlement Agreement invalid, the Court will first attempt to construe the provision as valid

1 to the fullest extent possible consistent with applicable precedents so as to define all
2 provisions of this Settlement Agreement valid and enforceable.

3 **50. Waiver of Certain Appeals.** Provided the Final Approval Order and
4 Judgment is consistent with the terms of this Settlement Agreement, the Parties and
5 Participating Class Members who did not object to the Class Settlement agree to waive
6 appeals and to stipulate to class certification for purposes of this Settlement only; except,
7 however, that Plaintiff or Class Counsel may appeal any reduction in Attorneys' Fees and
8 Costs below the amount they request from the Court, and either party may appeal any court
9 order that materially alters the Settlement Agreement's terms. The waiver of appeal does
10 not include any waiver of the right to oppose such motions, writs or appeals. If an objector
11 appeals the Judgment, the Parties' obligations to perform under this Settlement Agreement
12 will be suspended until such time as the appeal is finally resolved and the Judgment
13 becomes final, except as to matters that do not affect the amount of the Net Settlement
14 Amount.

15 **51. Non-Admission of Liability.** The Parties enter into this Settlement to resolve
16 the dispute that has arisen between them and to avoid the burden, expense and risk of
17 continued litigation. In entering into this Settlement, Defendant does not admit, and
18 specifically denies, that it violated any federal, state, or local law; violated any regulations
19 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
20 or legal requirements; breached any contract; violated or breached any duty; engaged in
21 any misrepresentation or deception; or engaged in any other unlawful conduct with respect
22 to its employees. Neither this Settlement, nor any of its terms or provisions, nor any of the
23 negotiations connected with it, will be construed as an admission or concession by
24 Defendant of any such violations or failures to comply with any applicable law. Except as
25 necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its
26 terms and provisions will not be offered or received as evidence in any action or proceeding
27 to establish any liability or admission on the part of Defendant or to establish the existence
28 of any condition constituting a violation of, or a non-compliance with, federal, state, local or

1 other applicable law.

2 52. **Waiver.** No waiver of any condition or covenant contained in this Settlement
3 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
4 imply or constitute a further waiver by such party of the same or any other condition,
5 covenant, right or remedy.

6 53. **Arbitration.** Nothing contained in this Agreement shall preclude enforcement
7 of any arbitration agreement between Defendant and Plaintiff or Defendant and Class
8 Members, except that enforcement shall be precluded as to this Settlement Agreement and
9 anything covered by this Settlement Agreement and Settlement including but not limited to
10 its terms, legality, enforcement, and validity.

11 54. **Enforcement Action.** In the event that one or more of the Parties institutes
12 any legal action or other proceeding against any other Party or Parties to enforce the
13 provisions of this Settlement or to declare rights and/or obligations under this Settlement,
14 the successful Party or Parties will be entitled to recover from the unsuccessful Party or
15 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
16 connection with any enforcement actions.

17 55. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
18 terms and conditions of this Settlement. Accordingly, this Settlement will not be construed
19 more strictly against one party than another merely by virtue of the fact that it may have
20 been prepared by counsel for one of the Parties, it being recognized that, because of the
21 arms-length negotiations between the Parties, all Parties have contributed to the
22 preparation of this Settlement.

23 56. **Representation by Counsel.** The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this
25 Settlement, and that this Settlement Agreement has been executed with the consent and
26 advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are
27 no liens on the Settlement Agreement.

28 ///

57. All Terms Subject to Final Court Approval. All terms, amounts, and procedures described in this Settlement Agreement herein will be subject to final Court approval.

58. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

59. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all parties (including Participating Class Members and PAGA Group Members), and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

60. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Settlement Agreement and that they each enter into this Settlement knowingly and voluntarily, with full understanding of its terms.

61. **Defendant Declaration.** Not later than seven (7) calendar days prior to Plaintiff's filing and service of the Preliminary Approval Motion, Defendant agrees to provide Class Counsel a declaration under oath and penalty of perjury regarding: (i) the payment amounts and the number of Class Members that Defendant issued Individual Cure Payments to; (ii) that Defendant made changes to its wage and hour practices and policies; and (iii) that the Action, the PAGA Notice, Class Representative, and Class Counsel were a catalyst for the changes and the payments issued. This declaration may be used in conjunction with seeking approval, including filing with the Court, and with the submission to the LWDA.

IT IS STIPULATED AND AGREED.

PLAINTIFF

Dated: June 28 , 2026

Leticia Bonnet (Jun 29, 2026 21:40:32 PDT)

Leticia Bonnet

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Dated: June 24, 2026

APPROVED AS TO FORM:

Dated: June 30, 2026

Dated: June 30, 2026

DEFENDANT

Mary Leste
Vital Plus Home Health Care,
dba Access TLC Home Health Care

By: Mary Leste
Title: Executive Director

RICHARD LAW, P.C.

By: Diane Richard
Diane Richard
Attorney for Plaintiff Leticia Bonnet

LIGHTGABLER LLP

By: Michael H. Brody
Michael H. Brody
Ryan C. Ely
Attorneys for Defendant
Vital Plus Home Health Care,
dba Access TLC Home Health Care

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

A court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

This is an Official Notice approved by the California Superior Court for the County of Ventura that is intended to inform all Class Members and PAGA Group Members of the Class and PAGA Action Settlement reached in the following lawsuit: **Leticia Bonnet v. Vital Plus Home Health Care dba Access TLC Home Health Care, Ventura County Superior Court, Case No. 2025CUOE046790 (the “Action”).**

You have received this Notice because records indicate that you are a Class Member and/or a PAGA Group Member. Class Members are all current and former non-exempt employees of Vital Plus Home Health Care in the state of California who have worked in whole or in part in the field and/or have been paid in whole or in part a piece-rate at any time during the Class Period of July 3, 2021 through May 15, 2026 (the “Class”). PAGA Group Members are all current and former non-exempt employees of Vital Plus Home Health Care in the state of California who have worked in whole or in part in the field and/or have been paid in whole or in part a piece-rate at any time during the PAGA Period of July 3, 2024 through May 15, 2026 (the “PAGA Group”).

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?.....	Page 1
2.	What Is the Case About?.....	Page 2
3.	What Does the Settlement Provide?	Page 3
4.	What Are My Rights? How Will My Rights Be Affected?	Page 4
5.	Who Are the Attorneys Representing the Parties?	Page 7
6.	How Will the Attorneys for the Class and Costs Be Paid?.....	Page 7
7.	How Do I Get More Information, Change My Address, and/or Contact the Administrator?	Page 7

1. Why Should You Read This Notice?

On July 3, 2025, Leticia Bonnet (“Plaintiff”) initiated a putative class action against Vital Plus Home Health Care (the “Company”) premised on various alleged employment violations, including under California’s Labor Code and unfair competition law. Plaintiff amended the complaint to assert a claim for civil penalties pursuant to California’s Private Attorneys General Act (“PAGA”). Plaintiff’s class and PAGA action is presently pending before the Honorable Charmaine H. Buehner in Department 44 of the Superior Court of California for the County of Ventura (“Court”). A settlement of the action has been reached on behalf of Class Members and PAGA Group Members. This Notice describes the nature of Plaintiff’s action and explains your rights in the settlement (both the Class portion of the settlement (the “Class Settlement”) and the PAGA portion of the settlement (the “PAGA Settlement”). The following summarizes the settlement payments you may be eligible to be paid:

Class Settlement – Individual Class Settlement Payments are calculated and apportioned amongst Class Members based on the number of pay periods worked by Class Members for the Company during the Class Period of July 3, 2021 – May 15, 2026 (“Class Pay Periods”). For Class Members who were already paid an Individual Cure Payment by the Company in or around November of 2025, the Class Member keeps the Individual Cure Payment and it will be applied as a setoff to the Class Member’s Individual Class Settlement by crediting (i.e., deducting) the total gross amount of the Individual Cure Payment the Class Member was paid from the Individual Class Settlement Payment calculated for the Class Member. The Company’s records indicate the following for you:

[] No Individual Cure Payment - You worked a total of [#] Class Pay Periods. The Company did not pay you an Individual Cure Payment. Based on this, your pre-tax Individual Class Settlement Payment is estimated to be \$[] for the Class Settlement. This dollar amount is only an estimate and may change.

[] Individual Cure Payment Less Than Individual Class Settlement Payment - You worked a total of [#] Class Pay Periods. Based on this, your pre-tax estimated Individual Class Settlement Payment is \$[] for the Class Settlement prior to the offset (i.e., deduction) of the Individual Cure Payment previously paid to you by the Company. This dollar amount is only an estimate and may change. Because you were already paid an Individual Cure Payment by the Company in the gross amount of \$[] in or around November of 2025, this amount will be deducted from your Individual Class Settlement Payment. Based on this, your pre-tax Individual Class Settlement Payment is estimated to be \$[] for the Class Settlement. This dollar amount is only an estimate and may change.

[] Individual Cure Payment Exceeds Individual Class Settlement Payment You worked a total of [#] Class Pay Periods. Based on this, your pre-tax estimated Individual Class Settlement Payment is \$[] for the Class Settlement prior to the offset of the Individual Cure Payment previously paid to you by the Company. This dollar amount is only an estimate and may change. Because you were already paid an Individual Cure Payment by the Company in the gross amount of \$[] in or around November of 2025 and this amount exceeds your estimated Individual Class Settlement Payment, you will be paid \$0 (zero dollars) of the calculated Individual Class Settlement (other than the already paid Individual Cure Payment, which you keep).

PAGA Settlement – The Company’s records indicate that you [] are [] are not a PAGA Group Member. If the box is checked that you are a PAGA Group Member, the Company’s records indicate you worked a total of [#] PAGA Pay Periods during the PAGA Period of July 3, 2024 – May 15, 2026. Based on this estimate, your Individual PAGA Payment is estimated to be \$[] for the PAGA Settlement (this is in addition to any Class Settlement Payment you are eligible to receive). This dollar amount is only an estimate and may change. If you are not a PAGA Group Member, you are not eligible for an Individual PAGA Payment.

On [date], the Parties executed a Class and PAGA Action Settlement Agreement (“Settlement”) as a compromise that resolves Plaintiff’s individual and representative claims, subject to Court approval. Those identified as Class Members will comprise the Class the Plaintiff will request the Court certify for settlement purposes only. On [date], the Court preliminarily approved the Settlement and has ordered that this Notice be provided to you. ***The Court has not determined who is right or wrong in this lawsuit.***

2. What Is the Case About?

Plaintiff asserted claims against the Company on behalf of Class Members/PAGA Group Members for alleged: failure to pay proper and timely wages and business expenses; failure to furnish compliant itemized wage statements, other records and meal and rest breaks; unfair business practices; and civil penalties pursuant to PAGA. **The Company vehemently denies any and all wrongdoing and liability and asserts numerous defenses including that employees signed a valid and binding arbitration agreement containing a class action waiver. The Company contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The Court has not ruled on the merits of Plaintiff’s claims.**

3. *What Does the Settlement Provide?*

As part of the Settlement's terms, and in exchange for a release of the Class and PAGA claims asserted by Plaintiff, the Company will pay **\$186,000** ("Gross Settlement Amount" or "GSA"), which includes payment to Class Members and PAGA Group Members, payment to the California Labor and Workforce Development Agency ("LWDA"), third-party settlement administrator costs, payment for attorneys' fees and costs, and a class representative enhancement service payment. In addition to the GSA, the Company is also responsible for paying all employer-side payroll taxes on the wage component of the Settlement. The Company has already paid \$86,953.45 in wages to some Class Members as a "Cure Payment" in or around November of 2025 as a result of the PAGA Notice and Action. This Cure Payment by the Company will be used as a credit to the \$186,000.00 GSA, thereby requiring the Company to pay an additional \$99,046.55 to fund the full \$186,000 GSA. All payments from the GSA are subject to Court approval.

Plaintiff will request the Court grant approval for the following payments from the GSA: (1) settlement administration costs to ILYM Group, Inc., which are expected to not exceed \$4,270.00; (2) up to \$7,500.00 as a service enhancement payment to Plaintiff for her services as a class representative in prosecuting and settling the action, and in consideration for her broad release and waiver of claims; (3) a PAGA payment of \$6,045.00 to the LWDA for its share of PAGA penalties; (4) costs to Class Counsel in connection with bringing and resolving the Action which are currently expected to not exceed \$12,500.00 (to date, Class Counsel has not been reimbursed for any costs); and (5) fees to Class Counsel in the amount of \$62,000.00 (equivalent to one-third of the GSA) as payment for work in conjunction with bringing and resolving the Action and bringing about changes to the Company's wage and hour practices and policies (to date, Class Counsel has not been paid for any work) Note that notwithstanding that the Settlement Agreement permits Class Counsel to seek up to thirty-five percent of the GSA in fees, Class Counsel decided, on its own accord, to request less in fees.

After deducting all the preceding amounts from the GSA, the remaining amount (known as the Net Settlement Amount or "NSA") will be distributed, subject to Court approval, to PAGA Group Members and Participating Class Members as follows: (i) \$3,255.00 is the PAGA Settlement portion of the NSA and this amount will be distributed to PAGA Group Members for Individual PAGA Payments; and (ii) the amount remaining after the PAGA Settlement portion is referred to as the Class Settlement portion of the NSA and this will be distributed as Individual Class Settlement Payments to Class Members who do not exercise their right to opt out of the Settlement as provided in Section 4 below. Further information is included below regarding these distributions:

- **PAGA Settlement** – Each PAGA Group Members' Individual PAGA Payment will be calculated by taking each PAGA Group Members' total number of PAGA Pay Periods divided by the total aggregate number of PAGA Pay Periods for all PAGA Group Members, then multiplying the result by the \$3,255.00 PAGA Settlement portion of the NSA to obtain a PAGA Pay Period Value. Each PAGA Group Member's Individual PAGA Payment will be calculated by multiplying each individual PAGA Group Member's total number of PAGA Pay Periods by the PAGA Pay Period Value. If you have been identified as a PAGA Group Member, your estimated Individual PAGA Settlement Payment along with the number of PAGA Pay Periods your settlement payment is based on is identified in Section 1 of this Notice. One hundred percent (100%) of all Individual PAGA Payments will be allocated as alleged non-wage penalties not subject to payroll tax withholdings, for which a Form 1099 will be issued.
- **Class Settlement** – Each Class Members' "Individual Class Settlement Payment" will be calculated by taking each Class Members' total number of Class Pay Periods divided by the total aggregate number of Class Pay Periods for all Class Members, then multiplying the result by Class Settlement portion of the NSA to obtain a Class Pay Period Value. Participating Class Members who were already paid an

Individual Cure Payment by the Company will have that payment applied as an offset to the total amount of their Individual Class Settlement Payment by crediting (i.e., deducting) the total amount of the Individual Cure Payment the Participating Class Member was paid from the Individual Class Settlement Payment. Should the amount of an Individual Cure Payment paid to a Participating Class Member exceed the amount of their Individual Class Settlement Payment, the Participating Class Member shall not receive any portion of their calculated Individual Class Settlement Payment other than the already paid Cure Payment (but shall still be subject to the Released Class Claims). Your estimated Individual Class Settlement Payment along with the number of Class Pay Periods and the amount of any applicable Individual Cure Payment you were already paid for which your settlement payment is based on is identified in Section 1 of this Notice. Seventy-five percent (75%) of each Individual Class Settlement Payment check will be allocated as alleged unpaid wages subject to all applicable tax withholdings for which an IRS Form W-2 will be issued and the remaining twenty-five percent (25%) of each Individual Class Settlement Payment check will be allocated as penalties and interest for which an IRS Form 1099 will be issued.

The Company's records regarding the number of Class Pay Periods for Class Members and PAGA Pay Periods for PAGA Group Members are presumed to be correct. You will, however, have the opportunity, should you disagree with the Company's records regarding the number of pay periods reflected in this Notice, to provide documentation to show that such information is inaccurate. To do so, you must submit a dispute to the Settlement Administrator (contact information listed in Section 7 below) and provide all applicable documentary evidence to support your dispute prior to the Response Deadline of [date]. The Company's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Participating Class Member and/or PAGA Group Member and the Settlement Administrator and will make the final decision as to the merits of the dispute. Note that you cannot submit a dispute regarding the number of Class Pay Periods reflected in this Notice for the Class Settlement if you exercise the right to opt out of the Class/Class Settlement.

Subject to Court approval, you do not need to take any further action to receive money from this Settlement. If you are eligible for a settlement payment, settlement checks will be automatically sent to you if and when the Court grants final approval to the Settlement. If you have an address change, please notify the Settlement Administrator who is listed in Section 7 below.

4. *What Are My Rights? How Will My Rights Be Affected?*

Participating in the Settlement

Class Settlement - Under the Class Settlement, you will **automatically** be sent an Individual Class Settlement Payment if you qualify for a settlement payment and if the settlement becomes final, unless you opt out of the Class Settlement by following the opt-out procedure set forth below. If approved by the Court, the Class Settlement and the Released Class Claims (see below) will be binding on all Participating Class Members (i.e., Class Members who do not validly and timely opt out of the Class Settlement). If you are a current employee of the Company, your decision about whether or not to participate in this Settlement will not affect your employment with the Company.

PAGA Settlement - Under the PAGA Settlement, you will **automatically** be sent an Individual PAGA Payment if the settlement becomes final if you are a PAGA Group Member. There are no opt-out or objection rights under the PAGA Settlement. Therefore, the PAGA Settlement and the Released PAGA Claims will be binding on all PAGA Group Members.

Opting Out of/Requesting Exclusion from the Class Settlement

If you wish to opt-out of (i.e., be excluded from) the Class Settlement, you must sign and fax or postmark a written Request for Exclusion from the Class Settlement to the Settlement Administrator by the Response Deadline of [date], requesting to be excluded from the Settlement (contact information in Section 7). The Request

for Exclusion from the Class Settlement must be in writing and must: (i) state the case name and number of the Action; (ii) set forth the name, address, telephone number and last four digits of the Social Security number of the Class Member requesting exclusion from the Class Settlement; (iii) be signed by the Class Member; (iv) clearly state that the Class Member does not wish to be included in the Class Settlement; and (v) be returned by fax or mail to the Settlement Administrator, postmarked or faxed on or before the Response Deadline. The date of fax or postmark will be the exclusive means to determine whether a Request for Exclusion from the Class Settlement has been timely submitted. Late requests for exclusion (opt-out requests) will not be accepted.

If you properly submit a valid and timely request to be excluded from the Class Settlement, you will not receive any payment of any kind in connection with the Class Settlement (but you will be able to keep any Individual Cure Payment already properly paid to you by the Company), will not be bound by or receive any benefit of the Class Settlement, and will have no standing to object to the Class Settlement. Class Members who do not request exclusion from the Class Settlement will be a Participating Class Member and will be bound by all terms of the Class Settlement, including the Released Class Claims if the Settlement is granted final approval by the Court.

A Request for Exclusion is only for the Class Settlement as no exclusions from the PAGA Settlement are permitted. As such, PAGA Group Members cannot opt-out or exclude themselves from the PAGA Settlement (including the released PAGA claims detailed below) and, should the Settlement become final, PAGA Group Members will be issued an Individual PAGA Settlement Payment even if they opt-out from the Class Settlement.

Objecting to the Class Settlement

Persons opting-out of the Class Settlement may not object to the Class Settlement. If you have not opted-out of the Class Settlement (i.e., you are a Participating Class Member) and you wish to object to the Class Settlement, you may either postmark or fax a valid Notice of Objection to the Settlement Administrator (contact information in Section 7), on or before the Response Deadline of [date], or appear in person at the Final Approval Hearing and let the Court know why you do not agree with and object to the Class Settlement. The Final Approval Hearing is set for [date] at [time] in Department 44 of the Ventura County Superior Court, located at The Hall of Justice, 800 S. Victoria Avenue, Ventura, CA, 93009. The Final Approval Hearing may be continued to another date without further notice. A Notice of Objection must include sufficient information for the Settlement Administrator to ascertain your identity and that you are objecting to the Class Settlement. For a Notice of Objection to the Class Settlement to be valid, it must be signed by the Participating Class Member and include: (i) the name and number of the Action; (ii) the Participating Class Member's full name, address, telephone number, and last four digits of their Social Security number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which the objection to the Class Settlement is based; and (v) whether the Participating Class Member intends to appear at the Final Approval Hearing. The date of fax or postmark of the Notice of Objection to the Class Settlement will be deemed the exclusive means for determining that the Notice of Objection is timely. The Notice of Objection is only applicable to Class Settlement; the PAGA Settlement may not be objected to. Participating Class Members who fail to object to the Class Settlement either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Class Settlement. If you object to the Class Settlement, you may still be sent your Individual Class Settlement Payment if the Court approves the settlement despite objections.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, upon the later of the Effective Date or the Company's full funding of both the Gross Settlement Amount (less the Cure Payment already paid) and the

employer's side payroll taxes, all Class Members and/or PAGA Group Members will fully, finally and forever release, settle, compromise, relinquish and discharge, with respect to all of the Released Parties (defined below) the following claims:

"Released Class Claims" - All Class Members who do not opt out of the Settlement (i.e., Participating Class Members) will release, settle, compromise, relinquish and discharge any all claims arising during the Class Period of July 3, 2021 through May 15, 2026 against Released Parties that have been asserted or that could have reasonably been asserted as to the Class based on the facts alleged in the Action and the Complaint, including all of the following claims for relief: (i) Failure to Indemnify for Business Expenses; (ii) Unpaid Overtime Wages; (iii) Unpaid Minimum Wages; (iv) Unpaid Wages; (v) Unpaid Vacation Wages; (vi) Failure to Authorize and Permit Paid Rest Periods; (vii) Failure to Provide Meal Periods; (viii) Failure to Timely Pay Wages Upon Separation of Employment; (ix) Failure to Provide and Maintain Compliant Itemized Wage Statements; (x) Unfair Competition; (xi) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (xii) all damages, penalties, interest and other amounts recoverable pursuant to California Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 223, 226, 226.2, 226.7, 227.3, 245, 246, 247, 510, 512, 1174(d), 1182, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, the applicable Industrial Welfare Commission ("IWC") Wage Order, and California Business and Professions Code section 17200, *et seq.* The *res judicata* effect of the Judgment will be the same as that of the Released Class Claims. The Released Class Claims do not include any other claims, including but not limited to claims under the PAGA and for civil penalties under the PAGA, vested benefits, discrimination, retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period of July 3, 2021 through May 15, 2026.

"Released PAGA Claims" - All PAGA Group Members will release, settle, compromise, relinquish and discharge with respect to all of the Released Parties all of the following claims that arose during the PAGA Period of July 3, 2024 through May 15, 2026 that were asserted in Plaintiff's PAGA Notice submitted to the LWDA that is part of the Complaint in the Action: (i) failure to indemnify for business expenses (Labor Code sections 2802, 2804); (ii) failure to pay timely wages during employment (Labor Code sections 204); (iii) wage underpayments and untimely wage payments (Labor Code sections 204, 218, 221, 223, 226, 226.2, 510, 1182, 1194, 1197, 1198); (iv) failure to provide meal periods and authorize and permit paid rest periods, and failure to accurately pay meal and rest premiums (Labor Code sections 204, 226.2, 226.7(b), (c), 512, 1198); (v) failure to pay overtime, meal and rest premiums, paid rest breaks and paid time off/paid sick using the regular rate of pay/compensation and proper divisor (Labor Code sections 204, 226.2, 226.7(b), (c), 227.3, 246(l), 510, 512(a), 1198); (vi) failure to compliantly pay vacation wages and paid sick leave and at the proper rates of pay (Labor Code sections 204, 218, 227.3, 245-247); (vii) failure to pay all wages due and owing timely at separation/discharge of employment and failed to pay waiting time penalties (Labor Code sections 201, 202, 203, 204, 218, 221, 223, 226.2, 227.3, 510, 512, 1182, 1194, 1197, 1198); (viii) failure to record, provide and maintain accurate and compliant wage statements, and records (Labor Code sections 226(a), 226.2(a), 246(i), 1174(d), 1198, 1198.5). The *res judicata* effect of the Judgment will be the same as that of the release of Released PAGA Claims.

The "**Released Parties**" means and refers to Vital Plus Home Health Care dba Access TLC Home Health Care, and all its past and present officers, directors, shareholders, assigns, attorneys, insurers, agents, independent contractors, employees, predecessors, successors, parents, legal subsidiaries, legal affiliates, legally related entities or other legal representatives of any kind, and legally related parties that could be liable for any of the Released Class Claims and Released PAGA Claims.

Uncashed Settlement Checks

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed or not negotiated within 180 calendar days after the initial check mailing date shall be voided. Any amounts from the checks that remain uncashed and/or unnegotiated will be transmitted to the designated cy

pres, CASA of Ventura County, subject to approval by the Court, and consistent with California Code of Civil Procedure, Section 384(b).

5. Who Are the Attorneys Representing the Parties?

Class Counsel, appointed and approved by the Court for settlement-purposes only, will represent you. However, you may choose to be represented by your own counsel at your own cost. If you have any questions about the Settlement and Notice, you may contact

Class Counsel/Plaintiff's Counsel are:

Diane Richard, Esq.
RICHARD LAW PC
5060 N Harbor Drive, Suite 265
San Diego, California 92106
Telephone (619) 880-5534
Email: diane@richardlawpc.com

Attorneys for the Company (Defense Counsel) are:

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Telephone: (805) 248-7208
Email: rely@lightgablerlaw.com and
mbrody@lightgablerlaw.com

6. How Will the Attorneys for the Class and Costs Be Paid?

Class Counsel is seeking an award from the Court for attorneys' fees and documented litigation costs as noted in Section 3. Class Counsel has not been paid, to date, for any fees or costs, and these amounts will pay Class Counsel for fees and costs to bring and settle the claims, including bringing about changes to the Company's wage and hour practices and policies. In addition, Plaintiff is seeking an enhancement service payment from the Court as noted in Section 3 in consideration of the time, effort and service she has provided, and also in consideration of the broad release and waiver of claims that Plaintiff individually will be entering into should the Settlement receive final approval. The actual amounts awarded will be determined by the Court.

7. How Do I Get More Information, Change My Address and/or Contact the Administrator?

If you need more information, need to change your address or have any questions, you may contact the Settlement Administrator at the contact information listed below.

Leticia Bonnet v. Vital Plus Home Health Care.
c/o ILYM Group, Inc.

[ADDRESS]

[PHONE]

[FAX]

[EMAIL ADDRESS]

You may also contact Class Counsel who is identified in Section 5 above if you have questions or need information about the settlement.

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.**