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Attorneys 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,

v.

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

Defendants.

Case Number: 2025CUOE046790

*Assigned for all purposes to Hon. Charmaine H.
Buehner*

CLASS ACTION/PAGA ACTION

**DECLARATION OF DIANE E. RICHARD IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL OF
PAGA SETTLEMENT**

Hearing:

Date: July 29, 2026

Time: 1:30 p.m.

Location: Dept.: 44

Action Filed: July 3, 2025

FAC Filed: September 9, 2025

1 I, Diane E. Richard, declare as follows:

2 1. I am a member of the bar of the State of California and owner of the law firm Richard Law,
3 P.C. ("Richard Law") attorney for Plaintiff Leticia Bonnet in connection with claims against Defendant
4 (collectively the "Parties").¹

5 2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement and Approval of PAGA Settlement. I have personal knowledge of the matters stated
7 herein and, if called upon, I could and would competently testify thereto.

8 **Plaintiff's Counsel's Experience**

9 3. I have been a member of the State Bar of California since 1999 and am currently owner of
10 Richard Law, where my practice includes employment litigation and class action work. I have been
11 practicing employment and labor law since 1999 and have extensive experience handling class actions,
12 other complex litigation, and wage and hour claims, such as those asserted in this Action.

13 4. When I was an associate at GrahamHollis, APC, I served as class counsel on the following
14 employment cases: *Singer v. Becton Dickinson and Co.*, U.S. District Court, Southern District of
15 California, Case No. 08-CV-821-IEG (wage and hour class action on behalf of California employees);
16 *Morales v. Sony Electronics, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2007-
17 00078228-CU-OE-CTL (injunctive relief employment action on behalf of California employees);
18 *Fennessey v. Round Table Development Co.*, Superior Court of California, County of San Diego, Case
19 No. GIC 872055 (JCCP No. 4519) (wage and hour class action on behalf of non-exempt employees);
20 *Jackson v. Vulcan Materials*, Superior Court of California, County of Ventura, Case No. CIV241305
21 (wage and hour class action on behalf of cement truck drivers); *Wright v. AMF Bowling Centers, Inc.*,
22 Superior Court of California, County of Los Angeles, Case No. BC435805 (wage and hour class action
23 on behalf of non-exempt employees and assistant managers); *Jeffries v. Praxair Services, Inc.*, Superior
24 Court of California, County of San Bernardino, Case No. CIVDS1011376 (wage and hour class action on
25 behalf of technicians); *Bracy v. Speedy Cash*, Superior Court of California, County of San Bernardino,

26
27 ¹ All capitalized terms not otherwise defined have the same definitions of the Joint Stipulation of Class
28 Action and PAGA Settlement ("Settlement" or "Settlement Agreement" or "Agreement") attached hereto
as **Exhibit 1**.

Case No. RCV099055 (wage and hour class action on behalf of non-exempt employees); *Cook v. Tiffany and Co.*, U.S. District Court, Southern District of California, Case No. 09-CV-2634-L (JMA) (wage and hour class action on behalf of California retail employees); *Payton v. Atlantic Aviation Investors, Inc.*, Superior Court of California, County of Orange, Case No. 30-2010-00366725-CU-OE-CXC (wage and hour class action on behalf of non-exempt aviation employees); *Lopez v. GAT*, U.S. District Court, Southern District of California, Case No. 09-CV-2268-AJB (BGS) (wage and hour class action on behalf of aviation employees); and *Irmen v. Raphael's Party Rentals*, Superior Court of California, County of San Diego, Case No. 37-2009-000081887-CU-OE-CTL (wage and hour class action on behalf of non-exempt crew). All of these cases have been successfully resolved on terms found by a judge to be fair and reasonable.

5. In 2013, I joined the firm of Robbins Arroyo. While at Robbins Arroyo, I was the primary associate on the following employment class cases where we were appointed and served as class counsel: *Trang v. Turbine Engine Components Technologies Corp.*, Superior Court of California, County of Los Angeles, Case No. BC486338 (wage and hour class action on behalf of manufacturing employees); *De La Luz Lopez v. California Office Maintenance, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2012-00083335-CU-OE-CTL (wage and hour class action on behalf of janitors); *Herrera v. Blackstone Consulting, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2013-00032902-CU-MC-CTL (wage and hour class action on behalf of janitors); *Tablas v. Go-Staff, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2014-00013505-CU-OE-CTL (wage and hour class action on behalf of janitors); *Mansfield v. Southwest Airlines Co.*, U.S. District Court, Southern District of California, Case No. 3:13-CV-02337-DMS-KSC (wage and hour class action); *Guiloff v. International Training and Exchange, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2014-00025454-CU (wage and hour class action on behalf of instructors); *Herman v. Los Angeles Engineering Inc.*, Superior Court of California, County of Riverside, Case No. RIC 1211002 (wage and hour class action on behalf of laborers); *Peralta v. LQ Management LLC*, U.S. District Court, Southern District of California, Case No. 3:14-CV-01027-DMS-JLB (wage and hour class action on behalf of hotel staff); and *Dix v. Farmers Insurance Exchange, Inc.*, Superior Court of California, County of Riverside, Case No. INC1204739 (wage and hour class action on behalf of non-exempt residential property claims).

1 adjusters). All of these cases have been successfully resolved on terms found by a judge to be fair and
2 reasonable.

3 6. Immediately after Robbins Arroyo, I co-owned Dente Richard LLP and then subsequently
4 practiced through Richard Law. At these two firms, I have been appointed and served as class counsel
5 and/or PAGA counsel in the following employment cases: *Franco v. Home Carpet Investment, Inc.*,
6 Superior Court of California, County of San Diego, Case No. 37-2014-00040403-CU-OE-CTL (wage and
7 hour class action on behalf of flooring installers and helpers); *Dynabursky v. AlliedBarton Security*
8 *Services, LP*, U.S. District Court, Central District of California, Case No. 8:12-cv-02210-JLS-RNBx
9 (consolidated for settlement purposes with *Babeshkov v. Allied Barton Security Services*, Superior Court
10 of California, County of Los Angeles, Case No. BC388257 and with *Aguirre v. Allied Barton Security*
11 *Services, LP*, Superior Court of California, County of Riverside, Case No. RIC 1407638) (wage and hour
12 class action on behalf of non-exempt crew); *Ly v. AT&T Mobility Services LLC*, U.S. District Court,
13 Southern District of California, Case No. 3:14-cv-01686-L-RBB (wage and hour class action on behalf of
14 Retail Sales Consultants and Assistant Managers); *Diaz v. A&R Logistics, Inc.*, U.S. District Court,
15 Southern District of California, Case No. 3:15-cv-00520-DMS-RBB (wage and hour class action on behalf
16 of truck drivers); *Wert v. U.S. Bancorp*, U.S. District Court, Southern District of California, Case No.
17 3:13-cv-03130-BAS-AGS (wage and hour class action); *Alonzo et al v. Boyd Coffee Company*, Superior
18 Court of California, County of San Diego, Case No. 37-2015-00007838-CU-OE-CTL (wage and hour
19 class action on behalf of district sales representatives); *Dew v. Coit Services, Inc.*, Superior Court of
20 California, County of San Diego Case No. 37-2015-00000871-CU-OE-CTL (wage and hour class action
21 on behalf of technicians and paystub class members); *Avalos et al v. Plastic Express*, Superior Court of
22 California, County of San Diego Case No. 37-2018-00016029-CU-OE-CTL (wage and hour class action
23 on behalf of drivers); *Torres v. Mitchell Repair Information Company, LLC.*, Superior Court of California,
24 County of San Diego. Case No. 37-2019-00012263-CU-OE-CTL (PAGA action on behalf of
25 commissioned sales employees and sick pay employees); *Lucatero v. Double Eagle Transportation*,
26 Superior Court of California, County of San Bernardino Case No. CIVDS1800425; *Shannon v. Sherwood*
27 *Management Co.*, U.S. District Court, Southern District of California, Case No. 3:19-cv-01101-BAS-JLB
28 (wage and hour class action); *Moraga et al v. 24-Hr Express Services, Inc.*, Superior Court of California,

County of San Diego Case No. 37-2019-00041543-CU-OE-CTL (wage and hour class action on behalf of technicians and apprentices); *Gribble v. WestEd et al.*, Superior Court of California, County of Santa Barbara Case No. 19CV06363 (wage and hour class action); *Savery v ATX Learning, LLC. et al.*, Superior Court of California, County of Ventura Case No. 2023CUOE013956 (wage and hour class action) All of these cases have been successfully resolved on terms found by a judge to be fair and reasonable. I also served and am serving as counsel in various other wage and hour putative class action and PAGA cases.

No Known Administrator or Class Member Conflict

7. Pursuant to the terms of the Agreement, the Parties have chosen ILYM Group, Inc. as the third-party Administrator to administer the Agreement.

8. After making a reasonable inquiry, I have no personal knowledge of any actual or potential conflicts of interest between ILYM Group, Inc., Class Counsel or Class Members, nor any actual or potential conflicts of interest between Class Members, Class Counsel, or Plaintiff.

Service on the LWDA

9. On July 3, 2025, pursuant to the PAGA, I submitted the written PAGA Notice to Defendant (via certified mail) and to the LWDA (through online submission). After submission to the LWDA, I received an email on July 3, 2025, from “LWDA Do Not Reply” assigning the following case number to the matter: LWDA-CM-1109610-25. No notice of investigation by the LWDA has been received following this submission.

10. Thereafter, on September 12, 2025, I submitted the court-filed First Amended Complaint to the LWDA through its online submission process. After this submission, I received an email from “DIR PAGA Unit” confirming submission of the court PAGA complaint.

11. Pursuant to the PAGA, I am submitting, on July 2, 2026, the proposed settlement of the PAGA action to the LWDA through the online submission. The documents submitted to the LWDA in conjunction with this online submission (which also contain those requested by the LWDA per its website) are: the Settlement Agreement, the Notice of Motion, and the Memorandum of Points and Authorities, Class Counsel’s declaration (which includes the proposed order), and the Declaration of Mary Leste.

12. A true and correct copy of the July 3, 2025 email from LWDA Do Not Reply, and the September 12, 2025 email from DIR PAGA Unit, is attached as **Exhibit 3**.

Summary of the Action Being Settled

13. On July 3, 2025, Plaintiff filed a putative class action complaint in the Superior Court for the County of Ventura, thus commencing the Action entitled *Leticia Bonnet v. Vital Plus Home Health Care, dba Access TLC Home Health Care*, Case No. 2025CUOE046790 (the “Action”) against Defendant. Plaintiff’s putative class action complaint alleged ten causes of action on a class-basis 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; and (10) Unfair Competition. That same day, Plaintiff also submitted a notice to the Labor and Workforce Development Agency (the “LWDA”) and provided notice to Defendant pursuant to the Private Attorneys General Act (“PAGA”) (the “PAGA Notice”).

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

15. In summary, Plaintiff claims Defendant failed pay proper and timely wages and business expenses, failed to furnish compliant itemized wage statements, other records and meal and rest breaks, and engaged in unfair business practices. The lawsuit seeks a variety of remedies including wages, penalties, interest, civil penalties pursuant to PAGA and declaratory/injunctive relief.

16. Defendant denies all material allegations and liability set forth in Plaintiff’s FAC and in the Action and alleges numerous affirmative defenses.

Summary of the Investigation, Analysis of Claims, Defenses and Potential Damages

17. Class Counsel conducted discovery and investigation which has included, among other things inspection and analysis of Defendant’s arbitration agreement and its wage and hour policies at issue, pay and time records; research of applicable law with respect to claims and defenses; and analysis of potential damages. Class Counsel reviewed and analyzed the obtained data and other factual and legal basis for the claims and defenses to determine potential strengths and weaknesses of the case, and the

1 amount of damages and other remedies potentially available. In summary, Class Counsel conducted a
2 sufficient investigation into the facts, legal theories and defenses of the Action as well as conducted
3 discovery in order to evaluate the potential damages and engage in meaningful settlement discussions for
4 a fair, adequate and reasonable settlement consistent with class and PAGA goals.

5 **Summary of Mediation Efforts and Settlement Agreement Negotiations**

6 18. The Parties agreed to mediate the claims with respected mediator of complex wage and
7 hour actions mediator Kevin Barnes, Esq. (“Mediator”). The Mediator has substantial experience with
8 employment class and PAGA actions (both mediating and litigating them) including claims and defenses
9 raised in the Action. As noted on his website, Mediator Barnes “is recognized as one of the leading class
10 action wage and hour attorneys, having tried three class action cases, argued numerous cases in the Court
11 of Appeal that resulted in landmark decisions, successfully argued a case to the California Supreme Court
12 and had one of his cases argued before the United States Supreme Court. During his legal career, Kevin
13 has participated in over a thousand mediations and arbitrations and has extensive experience as a trial
14 attorney. He has litigated and tried a myriad of cases... Kevin has been battle tested in his legal career as
15 a litigator and brings his tenacity, knowledge, and experience to his mediation practice serving as a neutral
16 to help resolve disputes. He has the credibility of the Plaintiff’s bar to effectively discuss the strengths,
17 weaknesses and realistic value of their cases; and the respect of the Defense bar to evaluate their case and
18 communicate intelligently and respectfully with their client. Kevin has the willingness, tolerance, and
19 discipline to bring opposing parties to the middle-ground it takes to settle disputes.”
20 <https://kevinbarnesmediation.com/about-kevin-barnes/> (last visited Jun 25, 2026).

21 19. Prior to attending the Parties’ March 16, 2026 mediation, the Parties performed significant
22 work, exchanging data, documents and legal positions with each other and participating in mediation
23 discussions.

24 20. The Parties conducted settlement discussions at an arms’ length with the assistance of
25 Mediator Barnes, and reached Settlement only upon the provision of a mediator’s proposal. Following
26 Class Counsel’s investigation, evaluation and analysis of significant discovery and differing legal
27 positions, and following substantial arm’s-length bargaining by the Parties and the mediator’s proposal,
28 the Parties agreed to settle the Action on behalf of Class Members and PAGA Group Members in light of

1 known facts and circumstances, including the risk of significant delay and uncertainty associated with
2 litigation and various defenses asserted by Defendant including those related to its arbitration agreement
3 with a purported class waiver.

4 21. The Parties thereafter, through arm's-length bargaining, negotiated terms of the
5 Memorandum of Understanding, the Settlement Agreement, and the Class Notice.

6 **Settlement Terms**

7 **The Class and PAGA Group Members**

8 22. For settlement purposes only, the settled Class is all current and former non-exempt
9 employees of Vital Plus Home Health Care in the state of California who have worked in whole or in part
10 in the field and/or have been paid in whole or in part a piece-rate at any time during the Class Period of
11 July 3, 2021 to May 15, 2026. Defendants estimates there are 134 Class Members. PAGA Group Members
12 are defined as all current and former non-exempt employees of Vital Plus Home Health Care in the state
13 of California who have worked in whole or in part in the field and/or have been paid in whole or in part a
14 piece-rate at any time during the PAGA Period of July 3, 2024 to May 15, 2026.

15 **The Proposed Order**

16 23. The [Proposed] Order Granting Preliminary Approval of Class Action Settlement and
17 Approval of PAGA Settlement is attached hereto as Exhibit 2. This proposed order was negotiated by the
18 Parties and therefore is approved by Plaintiff and Defendant.

19 **The Settlement Administrator**

20 24. The Parties have selected ILYM Group Inc. ("ILYM") as the Administrator in this
21 Settlement. A declaration from Lisa Mullins of ILYM is submitted that provides its experience level
22 (among other information such as summary of administration work), and its \$4,270 quote for
23 administration.

24 25. I have used ILYM repeatedly in the past to successfully administer many class and PAGA
25 action settlements. ILYM's bid is competitive and in fact was the least expensive bid I received for
26 administration of this settlement. I believe ILYM to be a qualified administrator. Accordingly, I
27 respectfully request that the Court appoint ILYM as the Settlement Administrator.
28

**Monetary and Injunctive/Prospective Relief, Distributions from the GSA and
Settlement Payments**

26. The Action has achieved:

- (i) Subject to Court approval, Defendant paying a non-reversionary Gross Settlement Amount (“GSA”) of \$186,000 plus employer-side payroll taxes on the wage component in a “checks-mailed” settlement; and
- (ii) Defendant making changes to Defendant’s wage and hour practices and policies in relation to its piece-rate/field employees; Defendant attests that the Action, the PAGA Notice, Plaintiff and Class Counsel were a catalyst for the change.

Under the Settlement, Defendant will pay, subject to Court approval, a \$186,000 fixed common-fund amount, to which Defendant hold no further rights (“non-reversionary”). Defendant already paid \$86,953.45 in wages to fifty-two (52) Class Members as a “Cure Payment” in or around November of 2025 which Defendant attests that the Action, the PAGA Notice, Plaintiff and Class Counsel were a catalyst for the wage adjustment. The Cure Payment by Defendant will be used as a credit to the \$186,000 GSA under the Settlement, thereby requiring Defendant to fund an additional \$99,046.55 to complete the GSA. The GSA is inclusive of all payments to be distributed under the Settlement. The GSA is subject to an escalator if the number of Class Pay Periods exceeds the amount specified in the Agreement. In addition to the GSA, Defendant is to separately pay required employer payroll taxes on the wage component of each Class Members’ Individual Class Settlement Payment. Subject to Court approval, the following distributions will be made from the \$186,000 GSA: (i) LWDA PAGA Payment for its 65% share of the PAGA Payment² (\$6,045); (ii) Settlement Administration Costs (estimated not to exceed \$4,270); (iii) Enhancement Service Payment (requesting \$7,500); and (iv) Attorneys’ Fees and Costs (requesting \$62,000 in fees and actual

² The total amount allocated to the PAGA Settlement is \$9,300 which is 5% of the GSA. The Parties believe that 5% is justified here for reasons including that Defendant paid \$86,953.45 in Cure Payments, and the uncertainty of and Defendant’s defenses to the PAGA laws including those under the 2024 amendments to PAGA which became effective before the PAGA Notice was submitted and the Action filed.

costs which are currently expected not to exceed \$12,500) (notwithstanding that the Agreement permits Class Counsel to seek up to 35% percent of the GSA in fees, Class Counsel decided, on its own accord, to request less in fees. Class Counsel will have a negative lodestar payment for work in conjunction with bringing and resolving the Action which includes being the catalyst to changes to the Defendant's wage and hour practices and policies.).

The fund remaining after Court-approved distributions from the GSA is the Net Settlement Amount ("NSA"). The NSA is the amount available to be distributed to Class Members (from the Class Settlement portion of the NSA) and to PAGA Group Members (from the PAGA Settlement portion of the NSA). Should the Court grant full and final approval to the Settlement, the NSA is estimated to be \$93,685. Subject to Court approval, (i) the PAGA Settlement portion of the NSA is \$3,255 (35% of the total \$9,300 PAGA Payment) from which Individual PAGA Payments will be disbursed to PAGA Group Members; and (ii) the Class Settlement portion of the NSA is \$90,430 (the \$93,685 NSA inclusive of the \$86,953.45 Cure Payment already distributed minus the \$3,255 PAGA Settlement portion of the NSA) from which Individual Class Settlement Payments will be disbursed to Class Members.

27. This is a "checks-mailed" settlement meaning the Settlement Administrator will disburse the GSA without asking or requiring Participating Class Members or PAGA Group Members to submit any claim form as a condition of payment (i.e. a no-claim settlement). Individual settlement payments are comprised of two components: (i) Individual PAGA Payments for the PAGA Settlement are calculated using PAGA Pay Periods and will be calculated, distributed, and allocated on a pro rata basis from the PAGA Settlement portion of the NSA; (ii) Individual Class Settlement Payments for the Class Settlement are calculated Class Pay Periods and will be calculated, distributed, and allocated pro rata from the Class Settlement portion of the NSA. Eligibility and calculations for these awards are set forth in paragraphs 16-17 and 22 of the Agreement respectively for the Individual Class Settlement Payments and the Individual PAGA Payments. Should the Court approve less than any amounts allocated under the Settlement for attorney's fees, costs and/or the Enhancement Service Payment and/or should any Class Member not participate in the Class Settlement (i.e. by requesting exclusion from the Class Settlement), any remainder will be allocated to the Class Settlement portion of the NSA and distributed to Participating Class Members pro rata. Specifically with respect to the Class Settlement, because Defendant already

made a Cure Payment to some Class Members, the Settlement takes this into account by providing that 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).

28. Within fourteen (14) calendar days of the GSA being funded less the \$86,953.45 Cure Payment already paid by Defendant (funding to occur within twenty-one (21) calendar days after the Effective Date), the Settlement Administrator shall distribute the GSA including payments to Participating Class Members and PAGA Group Members. Preliminary calculations of the estimated average gross, pre-tax withholding settlement payments Class Members are eligible for should the Settlement receive full and final approval is \$699 (inclusive of Individual PAGA Payment for Class Members who are also PAGA Group Members, and inclusive of the Individual Cure Payments). This is calculated by dividing the estimated amount available (\$93,685), should the Settlement be granted full and final approval, to Class Members (\$90,430) and PAGA Group Members (\$3,255) and dividing the result by an estimated 134 Class Members. One hundred percent (100%) of Individual PAGA Settlement Payments is allocated as penalties, reported via IRS Form 1099 as non-wage income. For the Individual Class Settlement, Payments, twenty percent (20%) is characterized as wages for settlement of wage claims and reported via IRS Form W-2, and eighty percent (80%) is characterized as penalties and interest, reported via IRS Form 1099.

29. Settlement checks will be negotiable for a period of 180 days from the date of issuance of the check, and after this time period, will be void. Subject to approval by the Court, any amounts from the checks that remain uncashed and/or unnegotiated will be tendered by the Settlement Administrator to *CASA of Ventura County*, a child advocacy program, in accordance with California Code of Civil Procedure, Section 384. As noted on its website - <https://casaoventuracounty.org/how-to-help/donate/cy->

pres-awards.html - (last visited June 25, 2026), CASA of Ventura County is an eligible recipient of cy pres funds because Section 384 “specifically identifies *child advocacy programs* as appropriate beneficiaries of residual class action funds. CASA of Ventura County is our county’s primary child advocacy program for foster youth... Directing cy pres funds to CASA ensures these children receive the advocacy and support they deserve, in keeping with the statute’s purpose “to promote justice for all Californians” [CCP §384(a)]...” A true and correct copy of the webpage of <https://casaofventuracounty.org/how-to-help/donate/cy-pres-awards.html> is attached as 4.

Settlement Class Notice and Notice Procedure

30. *Notice Procedure* - The Settlement Agreement provides for a 45-day notice period and notice by first-class mail followed by re-sending any returned mail or returned checks without a forwarding address after a skip trace or other type of automated search.

31. *Class Notice* – The Class Notice was negotiated by the Parties to provide Class Members and PAGA Group Members with a short and concise notice of the action and their rights. The manner of giving notice complies with Rule 3.766(e) of the California Rules of Court (“Rule”). The Class Notice complies with Rule 3.766(d) and explains the proposed Settlement. The Parties believe that English is sufficient, and it is not necessary to provide translations of the Class Notice into any other language. Notably, the Class Notice in this Action is modeled after a notice that Class Counsel used in another Ventura County Superior Court class/PAGA settlement in which the Honorable Matthew P. Guasco remarked at the preliminary approval hearing in June of 2024 that the notice was one of the best class notices, noting that it is easy to read, says and does what it needs to in clear, real English.

Release of Claims

32. The releases for Participating Class Members and the release for PAGA Group Members narrowly tailored, not overbroad, and do not include a California Civil Code §1542 waiver (“1542”) by absent Class Members or PAGA Group Members. Specifically, the Released Class Claims (Agreement, ¶¶7(nn), 12) for Participating Class Members is limited to claims arising during the Class Period that have been asserted or that could have reasonably been asserted as to the Class based on the facts alleged in the Action. Released Class Claims does not include any other claims, including but not limited to claims under the PAGA and for civil penalties under the PAGA, vested benefits, discrimination,

1 retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
2 insurance, disability, social security, workers' compensation, or claims based on facts occurring outside
3 the Class Period. There is a separate narrowly tailored release for Released PAGA Claims (Agreement,
4 ¶¶7(oo), 13) that releases PAGA penalties only and is limited to claims that arose during the PAGA
5 Period that were asserted in Plaintiff's PAGA Notice submitted to the LWDA that is part of the Complaint
6 in the Action.

7 33. The named Plaintiff, on the other hand, as additional consideration of the Enhancement
8 Service Payment has entered into a general release of claims ("Plaintiff's Released Claims") that is much
9 broader than the very narrow release that is given by absent Class Members and PAGA Group Members.
10 Agreement, ¶7(q), 14. Plaintiff is the only person entering into a 1542 waiver. The proposed Class Notice
11 contains information about and describes the Released Class Claims and Released PAGA Claims.
12 Agreement, Exhibit A

13 **The Settlement Is Fair, Reasonable, Adequate, and in the Best Interests of the Class -**
14 **Settlement Considerations and Adequacy and Reasonableness of the Settlement**

15 34. The Action has achieved two major forms of relief. *First*, there is injunctive/prospective
16 relief component wherein, although Defendant denies any liability, as a result of the Action, PAGA
17 Notice, and the work of Class Representative and Class Counsel, Defendant made changes to its wage and
18 hour practices and policies in relation to its piece-rate/field employees. Defendant attests that the Action,
19 the PAGA Notice, Plaintiff and Class Counsel were a catalyst for the changes. Based on Class Counsel's
20 investigation into the Action, the achievement of this was a significant settlement consideration including
21 for the reasons of the receipt of immediate benefits through changed policies and of meeting both class
22 and PAGA goals of addressing violations alleged through wage and hour policies. *Second*, there is a cash
23 payment component which is the non-reversionary \$186,000 GSA plus the employer-side payroll taxes to
24 be paid by Defendant on the wage portion of the individual payments. With respect to the cash payment
25 component, it is a compromise figure as discussed above including in paragraph 17-20 that takes into
26 account the risks associated with continued prosecution of the Action especially in light of Defendant's
27 anticipated motion to compel individual arbitration, motion to dismiss class claims and stay PAGA claims.
28 Even if Plaintiff survived these motions, there is risks associated with further litigation including a

possibility that any defendant cannot or will not pay any judgment. The proposed Settlement allows for the highest reasonable resolution to the claims asserted by Plaintiff for the Class and PAGA Group Members in light of claimed defenses and the risks, and permits these claims to be settled on a class and PAGA wide basis without lengthy delay and the possibility of receiving no recovery at all.

35. This Settlement is a result of a mediator's proposal arising only after hard-fought litigation and negotiations between the Parties' experienced counsel and Class Counsel's independent investigation, evaluation and experience. Defendant has expressly denied and continues to deny wrongdoing or legal liability arising out of the conduct alleged in the Action. It was only after engaging in discovery, diligently evaluating the legal claims and defenses in the Action, and being presented with a mediator's proposal that the Settlement was reached. While Plaintiff ultimately believes the merits of claims are strong, the defenses raised and involved risks were considered in reaching a compromise figure (along with the benefits achieved through the Action). Here, a number of defenses asserted by Defendants presented potential threats to the Class and PAGA claims. Among Defendant's defenses are that: (i) its robust arbitration agreement contains a class action waiver making non-individual arbitration inappropriate; (ii) class certification is inappropriate and PAGA claims must be stayed; (iii) employment policies and practices were not unlawful; (iv) Plaintiff and other employees suffered no injury arising from the alleged claims; (v) Defendant cured any alleged violations; (vi) issued wage statements and other alleged unlawful conduct are actually compliant under the law; (vii) any expenses incurred by Plaintiff and other employees were not necessary or reasonable and Defendant had a process for expense reimbursement requests; (viii) piece-rate employees were compensated for nonproductive time, if any, but if there was unpaid time it was marginal and not willful; (ix) any additional compensation for regular rate of pay and/or overtime purposes, if any, was marginal and not willful; (x) employees were paid for all time worked and vacation/sick pay but if there was unpaid time it was marginal and not willful; (xi) meal periods were provided, meal break waivers were in place, rest breaks were authorized and permitted and any unpaid amounts related to these breaks, if any, was not willful; (xii) Labor Code section 203 waiting time penalties are not due for a variety of reasons including that any unlawful failure to pay was not willful; (xiii) PAGA penalties are discretionary, reduced and/or are avoidable all together including for reasons under the new 2024 PAGA amendments. Defendant made some strong arguments that could have significantly affected

1 liability and ability to bring claims on behalf of a Class, and liability could have been significantly
2 impacted if all or some of Defendant's employment practices were found legal. If successful, any of the
3 defenses could limit liability to the Class and PAGA Group Members, could completely eliminate some
4 or all of the claims, substantially reduce recovery, and/or moreover defeat certification and/or ability to
5 bring class and/or PAGA claims, thereby substantially reducing recovery and benefits to the Class and
6 PAGA Group Members. Other risks include but are not limited to: (i) an order compelling individual
7 arbitration, dismissing class claims and staying the representative PAGA claims given Defendant's robust
8 arbitration agreement with a class action waiver purported to be signed by all Class Members; (ii) an
9 adverse ruling on an anticipated summary judgment motion; (iii) an adverse ruling on class certification
10 or an inability to move for class certification including for a reason of an order dismissing the class claims;
11 (iv) an unfavorable verdict; (v) the novelty and complexity of some of the issues; (vi) a judgment that
12 ultimately could not be paid by Defendant; and (vii) an adverse decision on any of the claims. Given the
13 risk and delay associated with further prosecution, Class Counsel believes the Settlement is well within
14 the range of reasonableness. In summary, recovery through litigation is by no means guaranteed nor
15 timely, and the cash payment component of the Settlement provides a fair, reasonable and adequate result
16 with guaranteed cash in the pockets of Class Members and PAGA Group Members, on top of the
17 guaranteed prospective/injunctive relief that modified some of Defendant's employment practices and
18 policies.

19 36. The prospective/injunctive relief achieved by way of the Action are changes to some of
20 Defendant's employment practices and policies applicable to piece-rate employees. Changes to
21 employment policies and policies provide a substantial benefit not only Class Members but also other
22 persons of the public who may become future employees. One way to monetize the benefit of the
23 injunctive relief is to value it as the amount of the Cure Payment - \$86,953.45 – as this is the actual dollar
24 amount that Defendant paid to employees as a result of its cure efforts. The \$86,953.45 Cure Payment
25 covered a period of approximately 15 months. Therefore, the monetary benefit of the changed policies to
26 employees could be said to be worth approximately \$86,953.45 for a period of 15 months, \$173, 906.90
27 for 30 months, \$260,860.35 for 45 months etc. This is a significant benefit to employees.

1 A valuation of potential Class Member damages (unpaid wages, unreimbursed business expenses,
2 wage statement and records penalties, and waiting time penalties) has been performed from an analysis of
3 data. There are approximately 134 Class Members and 5,897 Class Pay Periods. Critically, Plaintiff faced
4 significant challenges to the putative class component of the Action due to the fact that, unbeknownst to
5 both Plaintiff and Class Counsel at the time of filing the Action, there are arbitration agreements signed
6 by class members with a purported class action waiver. It was only after filing the Action did Plaintiff and
7 Class Counsel become aware of this as a result of meet and confer efforts between the Parties' counsel.
8 Defendant's arbitration agreement with a purported class waiver is robust and it is a very real possibility
9 that if settlement does not occur that the putative class claims will be dismissed (Defendant asserted it
10 would be filing a motion to compel individual arbitration if the case were to proceed with further
11 litigation). If the class claims are to be dismissed, Class Members will receive zero dollars (\$0) under the
12 proposed Settlement and each and every employee would have to file an individual claim if they wanted
13 to seek relief/damages. Therefore, the analysis of the reasonable range of damages always includes zero
14 dollars (\$0) as the bottom end of the range. Another critical factor in evaluating settlement range is the
15 fact that Defendant not only made prospective changes made to its wage and hour policies in relation to
16 piece rate and field employees (for which the PAGA Notice, Action, Plaintiff and Class Counsel were a
17 catalyst for) but it also made a \$86,953.45 Cure Payment. The Cure Payment and policy changes weigh
18 heavily towards a fair, reasonable and adequate outcome in light of all of the circumstances of this
19 particular Action including the challenges to the putative class as a result of Defendant's robust arbitration
20 agreements with purported class action waivers. For the failure to pay business expenses cause of action,
21 taking into account the disputes between the Parties regarding liability and business expense amounts as
22 well as taking into account Defendant's process for employee submissions for reimbursements, and using
23 a per pay period amount in the \$0 to \$20 to \$50 range, the Class Member damages on this claims would
24 be in the approximate range of \$0 to \$117,940 to \$294,850 based on 5,897 pay periods. For meal and rest
25 break, unpaid nonproductive and paid time off and overtime causes of action, taking into account the
26 disputes between the Parties regarding liability, meal break waivers, and amounts of any unpaid time and
27 whether it is *deminimis* and compensable and at rate, and using the \$86,953.45 Cure Payment (over a
28 period of 15 months) to extrapolate over the approximate 58.5 month Class Period, the Class Member

1 damages on these claims would be in the approximate range of \$0 if class claims do not survive to
2 approximately \$347,813.80 if the totality of all Class Members were to receive a payment equivalent to
3 the Cure Payment during the entire settlement Class Period. For the waiting time penalty cause of action,
4 taking into account the disputes between the Parties regarding liability, eligibility for the penalty, daily
5 wage rate amount, whether there was a willful violation, and whether Defendant has a good faith defense
6 (including for the reason of unsettled laws spanning multiple years), a range is between \$0 (if class claims
7 do not survive and/or zero employees eligible for waiting time penalties and no willfulness finding) to
8 approximately \$531,000 (if class claims survive, and Section 203 liability is found based on approximately
9 60 employees at a daily wage rate of \$295 with a willfulness finding). For the wage statement cause of
10 action, taking into account disputes between the Parties on liability, the number of potential alleged
11 violations for wage statement violations as well as the number of potential wage statements eligible under
12 the law for a penalty, the penalty amount, and whether Defendant has a viable defense that could preclude
13 wage statement penalties (including for the reasons of an absence of the “knowingly and intentionally”
14 standard, and under the California Supreme Court decision in *Naranjo v. Spectrum Services*
15 *Inc. (Naranjo)* which concluded that an employer’s objectively, reasonable good faith belief that it
16 provided adequate wage statements can preclude an award of Section 226(e) penalties), a range is between
17 \$0 (if class claims do not survive and/or zero liability under Section 226 including for the reason of
18 preclusion of penalties based on *Naranjo*) to approximately \$67,842 (based on 1,356 pay periods at \$50
19 per pay period).

20 The total amount allocated to the PAGA Settlement is \$9,300 (5% of the GSA). The Parties believe
21 that \$9,300 is justified under the particular circumstances of the Action for reasons including: Defendant’s
22 \$86,953.45 Cure Payment; Defendant’s prospective changes made to its wage and hour policies in relation
23 to piece rate and field employees as a result of the PAGA Notice and Action; and the uncertainty of and
24 Defendant’s defenses to the PAGA laws including those under the 2024 amendments to PAGA (the “New
25 PAGA”) (including but not limited to the impact of a potential “cure” under the PAGA which Defendant
26 asserts entirely eliminates the imposition of PAGA penalties or at the very least significantly reduces the
27 penalties, the impact of the caps imposed in 2024 if an employer takes “all reasonable steps” to comply
28 with all provisions identified in the notice; and Defendant’s “anti-stacking” defense that only one PAGA

penalty is permitted regardless of the number of violations alleged in the Action). The Cure Payment and changes to Defendant's wage and hour policies and practices in this particular Action provide relief consistent with the goals of PAGA. Additional relief, in the form of \$9,300 in PAGA Penalties, militates in favor that the PAGA Settlement is fair, reasonable, adequate and consistent with the goals of the PAGA which include encouraging employers to implement compliant wage and hour policies and practices and cure potential past wrongs. At the time of mediation, there were approximately 2,511 PAGA pay periods. If the Court imposed penalties in the amount of \$100 per pay period for a violation, the PAGA would be \$251,100; at \$30 per pay period, the penalties would be \$75,330; at \$15 per pay period, the penalties would be \$37,665; at \$0 per pay period, the PAGA penalties would be zero dollars (\$0). Under the New PAGA, whether an employer has taken "all reasonable steps" (and thereby eligible for elimination of penalties or a cap on penalties) is determined by the totality of the circumstances, considering the employer's size and resources and the nature, severity, and duration of the alleged violations. Reasonable steps may include: conducting an audit of the alleged violations and taking remedial action in response; disseminating lawful written policies as to the alleged violations; training supervisors on applicable Labor Code and wage order compliance; or taking appropriate corrective action with regard to supervisors. Under the New PAGA, a court may award a lesser or greater amount of penalties if an award is "unjust, arbitrary and oppressive, or confiscatory." Also a consideration of the PAGA Settlement amount is the argument that the New PAGA appears to prohibit stacking penalties for derivative violations (e.g. those involving waiting time penalties, frequency of pay violations that are neither willful nor intentional, and wage statement violations that are neither knowing nor intentional or a failure to provide a wage statement). Another consideration for the PAGA Settlement amount is the argument by Defendant that under the New PAGA, "curable" violations are expanded to include items such as wage statements, minimum and overtime wages, meal and rest breaks, and business expense claims. At the time of settlement, there were no appellate court cases on the New PAGA to understand better how an employer's challenges and new amendments would fare with courts. Taking into account disputes between the Parties, the reasonable range of PAGA penalties for a violation is between \$0 to \$100 per pay period. In summary, the Parties believe that in this particular instance, the allocated sum of \$9,300 for PAGA penalties is fair, adequate and reasonable including for the reasons discussed here such as the employer's changed policies

1 and practices, the uncertainty of and challenges and defenses to the New PAGA, and Defendant having
2 already paid a \$86,953.45 Cure Payment.

3 In summary, assuming a class survives and is fully certified with liability found on all accounts,
4 the maximum damages per the about for the class would be approximately \$1,241,505; a \$186,000 GSA
5 represents approximately 15% of this amount. Critically, as discussed above, the reasonable range of
6 possible outcomes also must take into account that class claims may not survive litigation and that
7 Defendant has a number of available defenses, the survivability of which is uncertain. Taking all of this
8 into account, with the fact that Defendant made the Cure Payment and changed its policies and practices,
9 the Settlement, in Class Counsel's opinion the is fair, adequate and reasonable, with the goal of providing
10 compensation to Class Members on a class wide basis without further delay and without requiring each
11 person to file individual claims.

12 37. Based on the discovery conducted and their own independent investigation, evaluation and
13 experience, Class Counsel believes that the Settlement is fair, reasonable, and adequate and is in the best
14 interest of the Class in light of all known facts and circumstances, including the risk of significant delay,
15 the defenses asserted, the risk of an order dismissing class claims and staying PAGA claims, California
16 Appellate and/or Supreme Court rulings that could negatively impact the Action, and potential appellate
17 issues. The following are also some other considerations favoring settlement. All Class Members will
18 receive an opportunity to participate in the Class Settlement and those eligible to receive a payment
19 (beyond an Individual Cure Payment if one was paid) will do so if they do not opt out of the Class
20 Settlement. Both the cash and prospective/injunctive relief provided in the Settlement will benefit all
21 members the Class. All PAGA Group Members are eligible to receive a PAGA Settlement Payment. The
22 settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. The
23 proposed Settlement here has no "obvious deficiencies" and is well within the range of possible approval.
24 Payments to the Class Members are all determined under a neutral methodology and all Class Members
25 reap the immediate benefits of the changes to Defendant's employment practices and policies achieved in
26 the Action. The stage of the proceedings at which this Settlement was reached also militates in favor of
27 preliminary approval and ultimately, final approval of the settlement. Prior to agreeing to accept the
28 Settlement, Class Counsel conducted an investigation into the facts as well as the legal claims and

1 defenses. Class Counsel carefully evaluated Defendant's legal defenses. Class Counsel is experienced
2 with the claims at issue here. Accordingly, the Settlement did not occur until Class Counsel possessed
3 information to make an informed judgment regarding the likelihood of success on the merits, the risks,
4 and results that could be obtained through further litigation. The Settlement was reached only after Class
5 Counsel diligently evaluated the Class Members' claims against Defendant.

6 38. In summary, Class Counsel diligently and extensively investigated and conducted
7 discovery into the claims against Defendant, including any and all applicable defenses and the applicable
8 law, and entered into Settlement that reasonably balances the benefits of settlement with litigation, with
9 the potential of the class claims being dismissed and PAGA claims stayed due to Defendant's robust
10 arbitration agreement, and with financial risks of moving forward with prosecution, and compromises the
11 issues on a fair and equitable basis. I believe the Settlement represents a fair compromise and good
12 resolution of the contested claims in this Action. In evaluating these claims for settlement purposes, Class
13 Counsel considered the defenses raised by Defendant in this litigation, and the potential hurdles facing
14 Plaintiff. Although Class Counsel believes Plaintiff would ultimately prevail substantively on claims and
15 disagrees with some of Defendant's arguments, Class Counsel nonetheless considered their existence as
16 well as the real possibility that class claims may be dismissed and PAGA claims stayed, when reaching a
17 realistic settlement value for this claim. Further, Class Counsel also heavily considered the significant
18 benefits achieved through the Action as per Defendant's attestation concerning the changes to its
19 employment policies and procedures and the Cure Payments it paid. Given the foregoing, Class Counsel
20 believes the settlement sum and terms represent a reasonable portion of the realistic exposure in this
21 litigation and adjust appropriately for the risk factors and the significant benefits achieved through the
22 prospective/injunctive relief. Giving appropriate weight to the challenges facing Plaintiff on the merits,
23 survival of the class claims, and timely resolution of the PAGA claims, as well as appropriate weight to
24 the significant benefits and goals of class and PAGA claims achieved through the prospective/injunctive
25 relief and Cure Payments, for which the Action, the PAGA Notice, Plaintiff and Class Counsel were the
26 catalyst for, I strongly believe, based on my experience and the circumstances presented in this Action,
27 that the Settlement represents a fair, adequate, and reasonable compromise, and is well within the range
28 of possible recovery.

1 **Catalyst for Prospective/Injunctive Relief and the Cure Payment**

2 39. Class Counsel and Plaintiff were a catalyst for the achieved prospective/injunctive relief.
3 Here, the Action, PAGA Notice and work of Plaintiff and Class Counsel was a catalyst to Defendant
4 changing wage and hour practices and policies in relation to its piece-rate/field employees. The Action
5 and PAGA Notice, in Class Counsel's belief, had merit and achieved its catalyst effect by threat of victory
6 and probable judgment, not by dint of nuisance and threat of expense. Defendant attests to the catalyst
7 both for the practice and policy changes and for the wage adjustment Cure Payment through the Mary
8 Leste Declaration and the Settlement Agreement.

9 **Plaintiff's Efforts as Class Representative**

10 40. After all of the substantive terms of the proposed Settlement were reached, the Parties
11 agreed that Class Representative Bonnet may seek Court approval of a service payment in the amount of
12 \$7,500, as consideration for her work, service, efforts, and contributions to the Class (including the
13 prosecution and settlement of the claims), as well as in consideration of Plaintiff entering into an individual
14 release of claims. Plaintiff, in consideration of the Enhancement Service Payment has entered into a
15 general release of claims that is much broader than the very narrow release that is given by absent Class
16 Members and PAGA Group Members. Plaintiff is the only person entering into a 1542 waiver.

17 41. While a detailed declaration is being submitted for Plaintiff, a summary is provided here
18 by Class Counsel of Plaintiff's participation in the Action including specifics of actions taken, service and
19 benefits provided, time commitments and risks faced.

20 42. Plaintiff has provided invaluable service to Class Members in bringing the claims, and has
21 contributed a significant amount of unpaid time on the case. Plaintiff has been a very active participant in
22 this litigation and the Settlement. She spent a substantial amount of time in this matter including
23 participating in interviews, meetings, and telephone consultations with Class Counsel, who required
24 considerable information pertaining to Defendant's policies and procedures. Plaintiff also spent numerous
25 hours gathering information and documents, reviewing court documents and participating in strategy
26 decisions, and consulting with Class Counsel about litigation and settlement strategy, all of which were
27 vital to the ultimate success of the Action. This work was undertaken in order to prepare the initial
28 complaint, amended complaint, notice under the PAGA, to prepare for the mediation and subsequent

1 settlement discussions, to analyze Defendant's arbitration agreement and anticipated motion to compel
2 individual arbitration, a possible certification motion, and ultimately trial.

3 43. Plaintiff put the Class Member's interests above her own and agreed to put her name on a
4 lawsuit that would be a matter of public record. Plaintiff also gave up any individual claims through the
5 "Plaintiff's Released Claims." Included in Plaintiff's Released Claim are allegations/claims that Plaintiff
6 reported complaints regarding employment practices/policies and was also terminated from employment.
7 Plaintiff's actions are truly commendable.

8 44. As a result of Plaintiff's initiation, litigation, and settlement of the claims Class Members
9 are eligible to receive a settlement award, and there are changed employment practices and policies. Both
10 remedies provide substantial benefits to Class Members and PAGA Group Members. The requested
11 \$7,500 service payment to Plaintiff is extremely justified under the circumstances and within the range of
12 reasonableness given the cash settlement and substantial benefits from changes to some of Defendant's
13 employment practices and policies, as well given that greater service payments have been awarded in
14 Ventura County Superior Court. The Honorable Matthew P. Guasco for example awarded a \$10,000
15 service award in or about October 2024 to a different class representative in another handled by Class
16 Counsel (*Savery v ATX Learning, LLC. et al.*, Superior Court of California, County of Ventura Case No.
17 2023CUOE013956).

18 45. Defendants' employees are dependent on, and generally thankful for, their jobs with
19 Defendants. Given these realities, Defendants' employees are particularly unlikely to jeopardize their
20 future employment by complaining, much less filing a class action and PAGA lawsuit on behalf of their
21 fellow employees. Plaintiff's willingness to sacrifice and set aside her own personal interests for the
22 benefit of the Class should be rewarded, both as just compensation for their efforts and achievements in
23 this Action, and to encourage others to stand up and object to employment practices they believe to be
24 unlawful. Plaintiff's actions are highly commendable.

25 46. The potential financial risks are in and of themselves enough to dissuade many if not most
26 people from agreeing to act as a class representative. Plaintiff had real legitimate risks in bringing the
27 lawsuit. Some of these risks are discussed in Plaintiff's declaration but include risking their future
28

employability, and risking that a background search, including a search for court records might reveal this lawsuit and their willingness to file suit against her employer.

47. Plaintiff sacrificed her personal interests for the benefit of the Class. By agreeing to file this Action, Plaintiff assumed the risk of a judgment against her and personal liability for an award of costs to Defendants in the event of an adverse outcome. In class action losses, the class representative may be deemed the losing party and thus potentially liable for the prevailing party's costs. *Earley*, 79 Cal. App. 4th at 1433-34; *Whiteway v. Fedex Kinkos Office & Print Servs., Inc.*, No. C 05-2320, 2007 WL 4531783, at *1, *4 (N.D. Cal. Dec. 17, 2007) (awarding \$56,788 in defense costs against the named plaintiff after granting motion for summary judgment). The *Whiteway* court summed up the substantial risks associated with agreeing to act as a class representative:

[T]he class representatives' dilemma – they must balance the risk of liability against their potential recovery ... While imposition of the entire cost burden on the named plaintiffs may have a chilling effect on the willingness of plaintiffs to bring class action suits, this effect easily may be outweighed by the potential recovery. All potential litigants must weigh costs of suit against likelihood of success and potential recovery before deciding to file suit. Those who choose to take the risks of litigation should be the ones to bear the costs when they are unsuccessful.

Whiteway, 2007 WL 4531783, at *2 (citing *Van de Kamp v. Bank of Am.*, 204 Cal. App. 3d 819, 869 (1988)). While the class representative is potentially personally liable for all of the costs in an unsuccessful suit, the representative certainly does not reap all of the benefits in a successful one. Accordingly, a fair service fee is necessary to ensure that a successful class representative receives just compensation for their willingness to take on the full risks of a loss. Here, for example, Plaintiff will request \$7,500.

48. The requested \$7,500 service payment to Plaintiff is a fair and reasonable sum in light of: Plaintiff's involvement, the results achieved, the substantial and significant changes brought by the Action, the stigma brought to her by suing a former employer on a class action and PAGA basis, the impact of speaking up at the company, the real risks Plaintiff took, Plaintiff entering into individual general release of claims with a 1542 waiver – a release much broader than the narrow release of claims that was negotiated for the Class Members - and the fact that when viewed in light of the entire Settlement and in relation to the substantial benefits efforts achieved (cash settlement payments and employment practice changes), the service payment sought is reasonable and fair.

///

Class Counsel's Fees, Costs and Efforts

49. After all of the substantive terms of the proposed Settlement were reached, the Parties agreed that Class Counsel may seek (i) reimbursement of actual costs (which are expected to not exceed \$12,500), and (ii) an award of attorneys' fees of not more than 35% of the GSA, or \$65,100. Notwithstanding that the Settlement permits Class Counsel to seek up to 35% percent of the GSA in fees, Class Counsel decided, on its own accord, to request less and seeks \$62,000.

50. In support of the Attorneys' Fees and Costs payment, Class Counsel will, in conjunction with seeking final approval, provide evidentiary support by way of declaration for Class Counsel's lodestar (which will be a negative lodestar on this smaller dollar case) including adequate detailing of the hours spent on various categories of activities, together with hourly billing-rate information. Evidentiary support for Class Counsel's requested costs will also be provided at the time of final approval.

51. The requested fee award, which is well under the Class Counsel's lodestar, recognizes Class Counsel's work and substantial time in effort on this smaller dollar case in conjunction with bringing and resolving the Action which includes not only a cash portion but an injunctive relief portion by being the catalyst to changes to the Defendant's wage and hour practices. Not only were substantial benefits achieved for Class Members and PAGA Group Members including the cash and prospective/injunctive relief, but the Action enforces important rights affecting the public interest including compliant policies and practices for which employment laws and the PAGA has as its goals. Class Counsel was a catalyst for the achieved prospective/injunctive relief.

52. In order to properly handle and prosecute this Action, Class Counsel was precluded from taking other cases, and, in fact, had to turn away other meritorious fee-generating cases. When this action was taken on a contingent-fee basis, with Class Counsel fronting litigation costs, the ultimate result was far from certain. Practicing in this area of law involves a great deal of risk in that these cases can be lost on both class action procedural rulings as well as on the merits.

53. Practice in the narrow area of employment and wage-and-hour class litigation requires knowledge and skill of the constantly evolving substantive law as well as the procedural requirements of class action litigation. The issues presented in this action required more than just a general appreciation of employment, wage-and-hour law, and class action procedure. This is not a garden variety wage and

hour action. The proper prosecution of this Action required Class Counsel to have an extensive understanding of the legal basis for the claims at issue—including the complex piece-rate, nonproductive time and regular rate of pay laws and its application by Defendant. This Action involved matters that required significant expenditure of Class Counsel’s time such as: (i) extensive investigation both pre-litigation and during litigation; (ii) extensive and detailed legal research into the substantive law of the causes of action at issue and various defenses; (iii) developing and executing litigation strategies; (iv) significant attention to mediation discovery; (v) developing and executing mediation and settlement strategies; and (vi) detailed and extensive analysis of the data and information exchanged between the Parties in order to assure that the Settlement’s terms are based upon objective evidence that has been thoroughly considered in the context of the risks, expenses, and benefits of continuing to litigate the action and in light of Defendant’s robust arbitration agreement containing purported class action waivers.

54. Considering the defenses and arguments against liability and certification available to Defendant, there was a prospect of an order compelling individual arbitration, dismissing class claims and staying the representative PAGA claims given Defendant's robust arbitration agreement with a class action waiver purported to be signed by all Class Members. Even if the class claims survived a motion to compel arbitrations, the Class may not have obtained certification or, even with certification, would not have been able to recover any damages at all. Despite this uncertainty and due to Class Counsel's efforts, Class Counsel was able to achieve for the benefit of the Class not only a cash component of \$186,000 but also changes to some of Defendant's employment practices and policies. At final approval, Class Counsel will move the Court for an award of "Attorneys' Fees and Costs" under the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 2, 2026, in California.

Diane Richard
DIANE E. RICHARD

EXHIBIT 1

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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.

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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.

28 ///

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

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

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

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

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

27 z. **"Net Settlement Amount"** or the **"NSA"** means, subject to Court approval,
28 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

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

TERMS OF AGREEMENT

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

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

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

12. **Release by All Participating Class Members.** Upon the later of the Effective Date or Defendant's full funding of both the Gross Settlement Amount – less the \$86,953.45 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
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4.	What Are My Rights? How Will My Rights Be Affected?	Page 4
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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:

Ryan C. Ely, Esq.
Michael H. Brody, Esq.
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
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.**

EXHIBIT 2

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF VENTURA – HALL OF JUSTICE**
10

11 LETICIA BONNET, as an individual and on
12 behalf of others similarly situated,
13
14 Plaintiff,

15 v.

16 VITAL PLUS HOME HEALTH CARE, a
17 California Corporation and dba Access TLC
18 Home Health Care,
19 and
20 DOES 1-10, Inclusive,
21
22 Defendants.
23

Case Number: 2025CUOE046790
*Assigned for all purposes to Hon. Charmaine H.
Buehner*

CLASS ACTION/PAGA ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL OF
PAGA SETTLEMENT**

Hearing:

Date: July 29, 2026
Time: 1:30 p.m.
Location: Dept.: 44

Action Filed: July 3, 2025
FAC Filed: September 9, 2025

24 On July 29, 2026, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval
25 of Class Action Settlement and Approval of PAGA Settlement ("Motion").

26 Having considered the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or
27 "Settlement Agreement") and all of the legal authorities, arguments, and documents submitted in support
28 thereof and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED,

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
APPROVAL OF PAGA SETTLEMENT

1 subject to the following findings and orders:

2 1. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Diane E. Richard
3 in Support of Plaintiff's Motion. This Order incorporates by reference the definitions in the Settlement
4 Agreement. All terms defined therein shall have the same meaning in this Order as set forth in the
5 Settlement Agreement.

6 2. The Class is defined as "All current and former non-exempt employees of Vital Plus Home
7 Health Care in the state of California who have worked in whole or in part in the field and/or have been
8 paid in whole or in part a piece-rate at any time during the Class Period." The Class Period is from July
9 3, 2021 until May 15, 2026.

10 3. The Class is conditionally certified for settlement purposes only.

11 4. The Class Settlement is preliminarily approved as it appears to be fair, adequate,
12 reasonable, and proper, be the product of arm's-length and informed negotiations, treat all members of the
13 Class fairly, and be in the best interest of absent Class Members. The Settlement is presumptively valid,
14 subject only to any objections by Participating Class Members to the Class Settlement that may be raised
15 at the final approval hearing, and final review by the Court.

16 5. Named plaintiff Leticia Bonnet is a suitable class representative and is appointed Class
17 Representative for the Class for settlement purposes only.

18 6. Diane E. Richard of Richard Law, P.C. ("Richard Law") has demonstrated to the Court's
19 satisfaction that counsel is experienced in class action litigation and will adequately represent the interests
20 of all Class Members. Accordingly, the Court appoints Diane E. Richard of Richard Law as Class Counsel
21 for settlement purposes only.

22 7. PAGA Group Members (also known as "PAGA Aggrieved Employees") for purposes of
23 the PAGA Settlement only are defined as: "All current and former non-exempt employees of Vital Plus
24 Home Health Care in the state of California who have worked in whole or in part in the field and/or have
25 been paid in whole or in part a piece-rate at any time during the PAGA Period." The PAGA Period is from
26 July 3, 2024 until May 15, 2026.

27 8. The PAGA Settlement is approved as are the PAGA Penalties to be paid, per the Settlement
28 Agreement, to PAGA Group Members and to the California Labor & Workforce Development Agency

1 (“LWDA”).

2 9. The Court approves ILYM Group, Inc. as the Settlement Administrator.

3 10. The Court approves, as to form and content, the proposed Notice of Class and PAGA
4 Action Settlement (“Class Notice”).

5 11. The Court approves:

6 (a) the procedure set forth in Section 4 of the Class Notice as the manner
7 and method for any Class Member to request for exclusion from the Class Settlement; and

8 (b) the procedure set forth in Section 4 of the Class Notice as the manner
9 and method for any Class Member to make an objection to the Class Settlement.

10 12. The Court approves and directs the Settlement Administrator, after performing an address
11 search, to mail, by First-Class U.S. mail, the Class Notice and to re-send any returned Class Notice in
12 accordance with the schedule set forth below. The Court finds that the method selected for communicating
13 the Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
14 and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

15 13. Based on a Preliminary Approval date of July 29, 2026, the Final Approval Hearing is
16 scheduled for November 18, 2026 at 1:30 p.m., in Department 44, of the Ventura County Superior Court,
17 located at The Hall of Justice, 800 S. Victoria Avenue, Ventura, CA, 93009. At the Final Approval hearing,
18 the Court will determine whether the Settlement should be finally approved as fair, reasonable and
19 adequate as to the Participating Class Members.

20 14. After entry of Judgment, the Court retains jurisdiction over the Parties, the Action, and the
21 Settlement solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
22 Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be
23 appropriate under court rules or as set forth in the Settlement Agreement.

24 15. Upon the Settlement Administrator’s mailing of the Class Notice, Plaintiff and all Class
25 Members are enjoined from filing and/or prosecuting any claims, suits or administrative proceedings
26 (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) for
27 the Released Class Claims unless and until such Class Members have submitted valid Requests for
28 Exclusion from the Class Settlement with the Settlement Administrator, and Plaintiff and all PAGA Group

Members are enjoined from filing and/or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) for the Released PAGA Claims. Plaintiff is not enjoined only as to her obligations to provide notice to the LWDA in relation to the PAGA Settlement.

16. The following schedule of dates shall govern for the purposes of this Settlement:

<u>Event</u>	<u>Timing</u>
Defendant to deliver the Class List to the Settlement Administrator as set forth in the Settlement Agreement	Within seven (7) calendar days of Preliminary Approval
Defendant to provide to the Settlement Administrator information, as set forth in the Settlement Agreement, for the Settlement Administrator to calculate payroll taxes	Within fourteen (14) calendar days after Preliminary Approval
Settlement Administrator to mail Class Notice to Class Members	Within fourteen (14) calendar days after receiving the Class List from Defendant
Settlement Administrator to provide Class Counsel and Defense Counsel weekly written reports	Weekly after the Class Notice mailing
Settlement Administrator to re-mail any Class Notices returned to Settlement Administrator as non-deliverable	Within five (5) calendar days of receipt of the returned Class Notice if Class Notice is returned to the Settlement Administrator on or before the thirtieth (30th) calendar day after the initial Class Notice mailing
Settlement Administrator to mail a cure letter to any Class Member who submitted a defective Request from Exclusion from the Class Settlement	Within five (5) calendar days of Settlement Administrator receiving the defective submission
Class Member deadline to submit revised Request for Exclusion to Class Settlement as per Settlement Agreement	Class Members will have until the later of (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion.

<u>Event</u>	<u>Timing</u>
Response Deadline for Request for Exclusion to the Class Settlement, Notice of Objection to the Class Settlement, and Pay Period Disputes, per Settlement Agreement.	Within forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Class Members whose Class Notice was returned to the Settlement Administrator as non-deliverable on or before the thirtieth (30th) calendar day after the initial Class Notice mailing and who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days.
Settlement Administrator declaration attesting to settlement administration process	At least thirty (30) calendar days before the reserved Final Approval Hearing
Settlement submitted to Court for Final Approval (including requests for approval of attorney's fee awards and expense reimbursements, costs of administration, and class representative service enhancement service payment)	Not later than sixteen (16) court days before the reserved Final Approval Hearing
Opposition to Final Approval, if any, to be Submitted	Not later than nine (9) court days before the reserved Final Approval Hearing
Reply to any Opposition and/or Response to any Objections	Not later than five (5) court days before the reserved Final Approval Hearing
Final Approval Hearing	[Proposed] Hearing Date: November 18, 2026 at 1:30 p.m. (Reserved)
Effective Date	The date the Court enters the Final Approval Order and Judgment. In the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn or denied, the Effective Date shall be either seven (7) calendar days after the statutory period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement has elapsed without any appeal or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval and Judgment has been filed, seven (7) calendar days after any such appeal, writ or other appellate proceeding has been finally and conclusively dismissed with no right to pursue further remedies or relief have passed.

<u>Event</u>	<u>Timing</u>
Settlement Administrator to provide Defense Counsel and Class Counsel with an accounting of the amounts to be paid by Defendant	Within seven (7) calendar days after the Effective Date
Funding of Gross Settlement Amount and Defendant's share of payroll taxes	Within twenty-one (21) calendar days after the Effective Date
Distribution and mailing of Gross Settlement Amount	Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount
Settlement Administrator to re-mail Participating Class Member and PAGA Group Member settlement checks returned to Settlement Administrator as undeliverable, after performing a address search	Within seven (7) calendar days of the Settlement Administrator's receipt of check returned as undeliverable if the check is returned within thirty (30) days after the initial distribution and mailing of the settlement check Should any Participating Class Member and PAGA Group Member checks be returned as undeliverable a second time or be returned after the thirtieth (30th) calendar day following the initial distribution, the check will be void and the Settlement Administrator shall treat the check as an uncashed settlement check to be distributed to the <i>cy pres</i> beneficiary unless the check is claimed by the Participating Class Member and/or PAGA Group Member's contacts with the Settlement Administrator and ultimately cashed or negotiated by the Check-Cashing Deadline.
Check void date for non-cashed/negotiated checks for Participating Class Member and PAGA Group Member checks ("Check Cashing Deadline")	One Hundred and Eighty (180) calendar days after the initial check mailing date

IT IS SO ORDERED.

DATED: _____

THE HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

From: LWDA DO NOT REPLY lwdadonotreply@dir.ca.gov
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: July 3, 2025 at 1:59 PM
To: diane@richardlawpc.com

LR

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1109610-25

Submission Type: PAGA Notice

Order Number: ORD-000331194

Total:\$75.00

Card Type: Visa

Date: 7/3/2025

Billing Information

Name: Diane Richard

Email: diane@richardlawpc.com

Billing Address:

5060 N. Harbor Drive, Suite 265

San Diego, California

92106

From: DIR PAGA Unit no-reply@formassembly.com
Subject: Thank you for your Court Complaint Submission.
Date: September 12, 2025 at 1:11 PM
To: diane@richardlawpc.com

DU

09/12/2025 01:11:06 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Donate Cy Pres Awards



Cy Pres Distributions

CASA of Ventura County is an eligible recipient of **cy pres funds** under California law. The California Code of Civil Procedure §384 specifically identifies *child advocacy programs* as appropriate beneficiaries of residual class action funds. CASA of Ventura County is our county's primary child advocacy program for foster youth, defined under the Welfare and Institutions Code and operating under the jurisdiction of the Ventura County Superior Court.

Our trained volunteers stand up for abused and neglected children—crime victims under Probate Code §272(a)—by advocating for their best interests in court and in the community. Directing cy pres funds to CASA ensures these children receive the advocacy and support they deserve, in keeping with the statute's purpose “to promote justice for all Californians” [CCP §384(a)].

By naming CASA of Ventura County in your class action settlement, you ensure justice for our most vulnerable population. Awards can be incorporated directly into settlement agreements, and CASA will work with counsel to provide any required documentation.

Please consider CASA of Ventura County for your cy pres distribution.

For more information, contact our Pam Knitowski at pam@casaofventuracounty.org or (805) 389-3120.

PROOF OF SERVICE

Leticia Bonnet v Vital Plus Home Health Care. et al (Case Number: 2025CUOE046790)

1. At the time of service, I was a United States citizen, a resident of the County of San Diego, over 18 years of age, and not a party to or interest in this action.

2. My business address is 5060 N. Harbor Drive, Suite 265, San Diego, CA 92106.

3. On **July 2, 2026**, I served the following document(s), including all exhibits thereto:

- **DECLARATION OF DIANE E. RICHARD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT**

4. I served the document(s) on the following:

- LightGabler LLP
Michael H. Brody - mbrody@lightgablerlaw.com
Ryan C. Ely - rely@lightgablerlaw.com
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone: (805) 248-7208; Facsimile: (805) 248-7209
- LWDA – Via Online Submission - <https://dir.govfa.net/432>

5. The document(s) were served by the following means:

- ☒ **BY ELECTRONIC SERVICE** –Based on a court order, court rule, or an agreement of the parties to accept electronic service, I caused such document(s) to be delivered to the person(s) at the electronic service address set forth above. Said document(s) was/were served electronically and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 2, 2026**, at San Diego, California.

Diane Richard

Name

/s/ Diane Richard

Signature