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9 Attorneys for Plaintiff Monica Garcia, individually,
10 and on behalf of all others similarly situated,

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE**

14 MONICA GARCIA, individually, and on
behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 COMPASSIONATE HEART SENIOR CARE,
INC. DBA HOME INSTEAD SENIOR CARE,
18 a California corporation; and DOES 1 through
10, inclusive,

19 Defendants.

Case No. 30-2022-01294409-CU-OE-
CXC
*Related Case No. 30-2023-01349739-CU-
OE-CXC*

*Assigned for all purposes to:
Hon. Layne H. Melzer, Dept. CX-102*

**DECLARATION OF AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: March 14, 2025
Time: 1:30 p.m.
Dept.: CX-102

23 I, Amanda Howard, declare as follows:

24 1. I am a resident of the United States of America and am over the age of 18. I am a
25 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
26 settlement services provider who has been retained by the Parties’ Counsel and subsequently
27 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Garcia v.*
28 *Compassionate Heart Senior Care, Inc* matter. I am authorized to make this declaration on behalf

1 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
2 testify, I could and would testify competently to such facts.

3 2. ILYM Group has extensive experience in administering Class Action Settlements,
4 including direct mail services, database management, claims processing and settlement fund
5 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
6 Members.

7 3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and
8 appointed by the Court to provide notification services and settlement administration, pursuant to
9 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
10 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
11 documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement and Hearing*
12 *Date for Final Court Approval, Request for Exclusion Form, and Workweek/Pay Period Dispute*
13 *Form*, in both English and Spanish (referred to as "Class Notice Packet"); (c) receiving and
14 processing requests for exclusion and objections to the Settlement; (d) resolving Class Members'
15 disputes over the number of workweeks and pay periods Defendant has record of them working
16 during the Class Period and PAGA Period, which was pre-printed on their individualized Class
17 Notice; (e) establishing a QSF account and calculating individual settlement award amounts; (f)
18 processing and mailing settlement award checks; (g) handling tax withholdings as required by the
19 Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms;
20 (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j)
21 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
22 perform.

23 4. On October 24, 2024, ILYM Group received the Court approved text for the Class
24 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
25 Packet, which was approved by the Parties' Counsel prior to mailing.

26 5. On November 5, 2024, ILYM Group received the class data file from Counsel for
27 Defendant, which contained the name, social security number, last known mailing address, and the
28 number of workweeks and pay periods for each Class Member and Aggrieved Employee. The data

1 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
2 Class List contained unique records for 298 individuals who worked a total of 16,030 work weeks.

3 6. Pursuant to the Settlement Agreement, if the number of work weeks during the Class
4 Period exceeds 14,029 (i.e., an increase greater than 10% of the 12,754 estimated work weeks), the
5 Maximum Settlement Amount will increase proportionally according to the number of additional
6 work weeks above 14,029 or Defendant may choose to end the Class Period the day before the
7 number of work weeks exceeds 14,029. Based on the class data provided to our office, there are
8 298 Class Members who worked 16,030 work weeks. Therefore, the escalator clause has been
9 triggered. The gross settlement amount increased by 14.26% or \$26,387.13. The new Maximum
10 Settlement Amount is \$211,387.13.

11 7. As part of the preparation for mailing, all 298 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
15 contains requested change of addresses filed with the USPS. To the extent that an updated address
16 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
17 Packet. To the extent that no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

19 8. On December 2, 2024, the Class Notice Packet was mailed, in both English and
20 Spanish, via U.S First Class Mail, to all 298 individuals contained in the Class List. Attached hereto,
21 as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

22 9. As of the date of this declaration, 47 Class Notice Packets have been returned to our
23 office of which none were returned with a forwarding address. ILYM Group performed a
24 computerized skip trace on the 47 returned Class Notice Packets that did not have a forwarding
25 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
26 Packet. As a result of this skip trace, 29 updated addresses were obtained and the Class Notice
27 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.
28

1 10. As of the date of this declaration, a total of 29 Class Notice Packets have been re-
2 mailed as a result of ILYM Group's skip tracing efforts.

3 11. As of the date of this declaration, a total of 18 Class Notice Packets have been
4 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

5 12. As of the date of this declaration, ILYM Group has received three (3) valid requests
6 for exclusion. The deadline to request exclusion from the Settlement was January 31, 2025.
7 Attached hereto as **Exhibit B** is a true and correct copies of the three requests for exclusion.

8 13. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to submit a written objection to the Settlement was January 31, 2025.

10 14. As of the date of this declaration, ILYM Group has received one invalid dispute
11 from a Class Member. The documentation submitted by the class member was insufficient to
12 support their dispute, so Defendant's records were determinative. The deadline to submit a dispute
13 was January 31, 2025. Attached hereto as **Exhibit C** is a true and correct copy of the dispute and
14 the evidence submitted therewith.

15 15. The Net Settlement Amount available to Participating Class Members is estimated
16 to be \$104,304.48 and was calculated by subtracting the requested attorneys' fees \$70,391.91
17 (33.3% of GSA), the amount allocated for litigation costs and expenses \$8,740.74, the requested
18 Class Representative Service Payment \$10,000.00, the requested Administration Expenses
19 Payment \$7,950.00, the LWDA Payment \$7,500.00 and the PAGA Penalties allocation to
20 Aggrieved Employees \$2,500.00 from the Gross Settlement Amount \$211,387.13.

21 16. As of this date, there are 295 Class Members who did not submit a timely and valid
22 Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual
23 Class Payment is allocated on a pro rata basis using their work weeks worked. The total number of
24 workweeks for Participating Class Members is 15,676.

25 17. The *highest* Individual Class Payment to a Participating Class Member is currently
26 estimated to be approximately \$2,195.74, the *average* Individual Class Payment is currently
27 estimated to be approximately \$353.57 and, the *lowest* Individual Class Payment is currently
28

1 estimated to be approximately \$6.65. Plaintiff's Gross Individual Class Payment is currently
2 estimated to be \$878.30. These amounts are subject to employee-side tax and withholdings.

3 18. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$2,500.00 will be
4 allocated to Aggrieved Employees regardless of whether he or she opted out of the Class
5 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA
6 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
7 Periods. There are 298 Aggrieved Employees who worked 7,937 pay periods during the PAGA
8 period.

9 19. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
10 estimated to be approximately \$48.19, the *average* Individual PAGA Payment is currently
11 estimated to be approximately \$8.39 and the *lowest* Individual PAGA Payment is currently
12 estimated to be approximately \$0.31. Plaintiff's Individual PAGA Payment is currently estimated
13 to be \$19.84.

14 20. ILYM Group's total fees and costs for services in connection with the administration
15 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
16 costs for completion of the settlement administration, are \$7,950.00. ILYM Group's work in
17 connection with this matter will continue with the calculation of the settlement award payments,
18 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
19 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
20 Group to perform.

21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
23 was executed this 20th day of February 2025, at Tustin, California.

24
25
26 
27 AMANDA HOWARD
28

EXHIBIT “A”

REQUEST FOR EXCLUSION

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

If you **DO NOT** wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by completing this form. However, if you worked for Defendant during the PAGA Period, you will be issued a check for your share of the PAGA Amount regardless of whether you exclude yourself from the Class Settlement. Your form must be postmarked to the Administrator not later than January 31, 2025.

I hereby elect to opt-out of the settlement reached in the matter of *Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care*. I understand that, by opting-out of the settlement, I will no longer be eligible to receive a share of the settlement proceeds and that I cannot object to any portion of the proposed settlement. I also understand that by opting-out, I will retain the right to pursue individual claims related to unpaid wages, missed meal and rest breaks, inaccurate wage statements, unreimbursed business expenses, and waiting time penalties that accrued during the Class Period.

Signature: _____

Printed Name: _____

Date: _____

SOLICITUD DE EXCLUSIÓN

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Tribunal Superior del Condado de Orange,
Casos No. 30 2022-01294409-CU-OE-CXC y 30-2023-01349739-CU-OE-CXC.

Si usted **NO DESEA** participar en la parte del Acuerdo de la Demanda Colectiva, puede excluirse voluntariamente rellendo este formulario. Sin embargo, si trabajó para el Demandado durante el Período PAGA, se le emitirá un cheque por su parte del Importe PAGA independientemente de que se excluya o no del Acuerdo de Demanda Colectiva. Su formulario debe enviarse por correo al Administrador a más tardar el 31 de enero de 2025.

Por la presente, me excluyo del acuerdo alcanzado en el caso titulado *Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care*. Entiendo que, al excluirme del Acuerdo, ya no tendré derecho a recibir parte alguna de los fondos del Acuerdo y que no puedo presentar objeciones a ninguna parte del Acuerdo propuesto. También entiendo que, al excluirme, mantendré el derecho a presentar reclamaciones individuales relacionadas con salarios no pagados, períodos de descanso y de comida no realizados, declaraciones salariales no exactas, gastos comerciales no reembolsados y sanciones por tiempo de espera que se acumularon durante el Período de la Demanda Colectiva.

Firma: _____

Nombre en letra de imprenta: _____

Fecha: _____

WORKWEEK/PAY PERIOD DISPUTE

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

If you believe that the number of workweeks and/or pay periods set forth in Section II of your Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is incorrect, you may dispute the number of workweeks and/or pay periods by submitting this form with supporting documents on or before January 31, 2025. **If you believe that the number of workweeks and pay periods stated in your Class Notice is correct, you do not have to do anything.**

[] I wish to dispute the number of workweeks listed in Section II of my Class Notice. I believe the correct amount of my workweeks is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

[] I wish to dispute the number of pay periods listed in Section II of my Class Notice. I believe the correct amount of my pay periods is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

Signature: _____

Printed Name: _____

Date: _____

IMPUGNACIÓN DE SEMANAS LABORALES/PERÍODOS DE PAGO

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Tribunal Superior del Condado de Orange,
Casos No. 30 2022-01294409-CU-OE-CXC y 30-2023-01349739-CU-OE-CXC.

Si cree que la cantidad de semanas laborales y/o períodos de pago indicados en la Sección II de su Aviso de Acuerdo de Demanda Colectiva y Fecha de Audiencia de Aprobación Definitiva por parte del Tribunal (“Aviso de Demanda Colectiva”) no es correcta, puede impugnar la cantidad de semanas laborales y/o períodos de pago enviando este formulario junto con los documentos justificativos a más tardar el 31 de enero de 2025. **Si cree que la cantidad de semanas laborales y períodos de pago indicados en su Aviso de Demanda Colectiva es correcta, no tiene que hacer nada.**

[] Yo deseo impugnar la cantidad de semanas laborales que figuran en la Sección II de mi Aviso de Demanda Colectiva. Creo que la cantidad correcta de semanas laborales que me corresponde es _____. También he incluido información y/o documentos que justifican mi impugnación (como talones de pago, registros de horas trabajadas, documentos fiscales). Entiendo que, al presentar esta impugnación, por este medio autorizo al Tribunal a revisar los registros del Demandado y a hacer una determinación en cuanto a la validez de mi impugnación basándose en los registros del Demandado, así como en los registros y la información que yo presente al Administrador.

[] Yo deseo impugnar la cantidad de períodos de pago que figuran en la Sección II de mi Aviso de Demanda Colectiva. Creo que la cantidad correcta de períodos de pago que me corresponde es _____. También he incluido información y/o documentos que justifican mi impugnación (como talones de pago, registros de horas trabajadas, documentos fiscales). Entiendo que, al presentar esta impugnación, por este medio autorizo al Tribunal a revisar los registros del Demandado y a hacer una determinación en cuanto a la validez de mi impugnación basándose en los registros del Demandado, así como en los registros y la información que yo presente al Administrador.

Firma: _____

Nombre en letra de imprenta: _____

Fecha: _____

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

*Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case No. 30-2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.*

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.

I. BACKGROUND OF THE CASE

On November 30, 2022, former employee Monica Garcia (“Plaintiff”) filed a lawsuit alleging wage and hour violations against Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”). The lawsuit was filed in Superior Court of the State of California for Orange County (“Court”), Case No. 30-2022-01294409-CU-OE-CXC.

The Action alleges Defendant failed to pay minimum and straight time wages, overtime wages, failed to provide meal periods, failed to authorize and permit rest periods, failed to timely pay final wages at termination, failed to provide accurate itemized wage statements, failed to indemnify employees for expenditures; and therefore engaged in unfair competition and owes penalties under PAGA.

On September 15, 2023, Plaintiff filed a PAGA Representative Action, Orange County Superior Court Case No. 30-2023-01349739-CU-OE-CXC, alleging violation of the Private Attorney General Act (“PAGA”) and seeking civil penalties under PAGA based on the following claims: (1) Failure to Pay for All Hours Worked, Including Minimum , Straight Time, and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Failure to Pay All Earned Wages Twice Per Month; (5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failure to Timely Pay All Wages at Termination; (7) Failure to Furnish Accurate Itemized Wage Statements; and (8) Failure to Indemnify for Necessary Expenditures.

The lawsuits are referred to here as the “Action” or “Actions.”

Defendant denies all claims, denies that Plaintiff and the Class Members and aggrieved employees are entitled to any recovery, and asserts affirmative defenses in response to Plaintiff’s claims.

The Actions have been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all persons employed by Defendant in an hourly, non-exempt position in California during the Class Period (defined as June 5, 2018 through October 18, 2024) (“Class Members”); and
- (2) all persons employed by Defendant in an hourly, non-exempt position in California during the PAGA Period (defined as February 3, 2022 through October 18, 2024) (“PAGA Members”)

II. ESTIMATED INDIVIDUAL AWARD

You have received this notice because Defendant’s records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendant’s records, your Individual Class Award is estimated to be \$«Estimated_Class_Award» (less applicable withholdings) and your Individual PAGA Award is estimated to be \$«**Estimated_PAGA_Award**». The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Award, then you are not eligible for an Individual PAGA Award under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked «Class_Period_Work_Weeks» workweeks during the Class Period, and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant agrees to pay the Maximum Settlement Amount of Two Hundred Eleven Thousand Three Hundred Eighty-Seven Dollars and Thirteen Cents (\$211,387.13), which is inclusive of all amounts Defendant is required to pay under the Settlement, including all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes, Plaintiff's Enhancement Award, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$7,950.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$10,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$70,462.38 (33.3% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$9,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$10,000.00 as Plaintiff's Enhancement Award for Plaintiff in recognition of her effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remaining amount (the "Net Settlement Amount") as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period and all pay periods worked by PAGA Members during the PAGA Period based on the Class Data provided by Defendant.

4. Each Individual Class Award to a Participating Class Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Awards. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Awards. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Settlement Checks Should Be Cashied Promptly Upon Receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

6. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendant and the Released Parties from the Released Claims as described below. Additionally, every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not

approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. “Released Parties” means (i) Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care (“Defendant”), (ii) Defendant’s past and present direct and indirect parent companies and franchisor; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating Class Members. As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on Plaintiff’s factual allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.* during the Class Period (June 5, 2018 through October 18, 2024).

c. Release By PAGA Members and State of California. As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to all claims for (1) Failure to Pay for All Hours Worked, Including Minimum , Straight Time, and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Failure to Pay All Earned Wages Twice Per Month; (5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failure to Timely Pay All Wages at Termination; (7) Failure to Furnish Accurate Itemized Wage Statements; and (8) Failure to Indemnify for Necessary Expenditures , and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, during the PAGA Period (February 3, 2022 through October 18, 2024).

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendant during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendant and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is January 31, 2025.	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action; and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is January 31, 2025.	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 14, 2025, at 1:30 p.m. in Department CX-103 of the Superior Court of California for the County of Orange located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It's possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.
You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is January 31, 2025.	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendant's records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendant's records will be determinative. All Workweek Disputes will be resolved and decided by the Court, and the Court's decision on all disputes will be final and binding.

V. HOW TO CONTACT THE ADMINISTRATOR

ILYM Group, Inc.
 P.O. Box 2031
 Tustin, CA 92781
 Telephone: (888) 250-6810
 Fax: (888) 845-6185
 Email: claims@ilymgroup.com

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement" which is on file with the Clerk of the Court and can be accessed at <https://ilymgroup.com/Compassionateheart>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

John G. Yslas
Jeffrey C. Bills
Aram Boyadjian
Andrew Sandoval
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 381-9988
jyslas@wilshirelawfirm.com
jbills@wilshirelawfirm.com
aboyadjian@wilshirelawfirm.com
andrew.sandoval@wilshirelawfirm.com

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE SUPERIOR COURT.

**AVISO DE ACUERDO DE DEMANDA COLECTIVA Y
FECHA DE AUDIENCIA DE APROBACIÓN DEFINITIVA POR PARTE DEL TRIBUNAL**

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Tribunal Superior del Condado de Orange,
Casos No. 30-2022-01294409-CU-OE-CXC y 30-2023-01349739-CU-OE-CXC.

**LE ROGAMOS QUE LEA ESTE AVISO CON ATENCIÓN. ESTE AVISO ESTÁ RELACIONADO CON UN
ACUERDO DE DEMANDA COLECTIVA Y LITIGIO PAGA.**

VII. ANTECEDENTES DEL CASO

El 30 de noviembre de 2022, la exempleada Monica Garcia (“Demandante”) interpuso una demanda alegando infracciones en materia de salarios y horas de trabajo contra Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care (“Demandado”) (La Demandante y el Demandado se denominan colectivamente las “Partes”). La demanda se interpuso ante el Tribunal Superior del Estado de California para el Condado de Orange (“Tribunal”), Caso No. 30-2022-01294409-CU-OE-CXC.

En la Demanda se alega que el Demandado incumplió su obligación de pagar el salario mínimo y las horas ordinarias, las horas extraordinarias, no concedió los períodos de comida, no autorizó ni permitió períodos de descanso, no pagó puntualmente los salarios pendientes al término de la relación laboral, no entregó extractos salariales detallados y exactos, no indemnizó a los empleados por sus gastos y, por lo tanto, incurrió en competencia desleal y se le imponen sanciones en virtud de la ley PAGA.

El 15 de septiembre de 2023, la Demandante presentó una Demanda Representativa PAGA, ante el Tribunal Superior del Condado de Orange, Caso No. 30-2023-01349739-CU-OE-CXC, alegando el incumplimiento de la Ley de Abogados Generales Privados (“PAGA”) y solicitando sanciones civiles en virtud de la Ley PAGA que se basan en las siguientes alegaciones: (1) Incumplimiento del pago de todas las horas trabajadas, incluido el salario mínimo, las horas ordinarias y las horas extraordinarias; (2) Incumplimiento de la obligación de conceder períodos de comida; (3) Incumplimiento de la obligación de autorizar y permitir períodos de descanso; (4) Incumplimiento del pago de todos los salarios devengados dos veces al mes; (5) Incumplimiento de la obligación de mantener registros precisos de las horas trabajadas y los períodos de comida; (6) Incumplimiento del pago puntual de todos los salarios al término de la relación laboral; (7) Incumplimiento de la obligación de presentar extractos salariales desglosados y exactos; e (8) Incumplimiento de la obligación de indemnizar los gastos necesarios.

En este documento se hace referencia a las demandas como la “Demanda” o las “Demandas.”

El Demandado niega todas las alegaciones, niega que la Demandante y los Miembros de la Demanda Colectiva y los empleados perjudicados tengan derecho a ninguna indemnización, y alega defensas afirmativas en respuesta a las alegaciones de la Demandante.

Las Demandas se han litigado activamente. Ha habido investigaciones en curso y un intercambio de amplia documentación e información. A partir de las negociaciones y de todos los hechos y circunstancias conocidos, incluyendo los diversos riesgos e incertidumbres relacionados con los procedimientos judiciales, las Partes han llegado a un Acuerdo para toda la Demanda Colectiva. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados a un largo proceso de litigio. A pesar de estar conforme y a favor del Acuerdo, el Demandado sigue negando todas las alegaciones y reclamaciones.

Las Partes han suscrito una Estipulación Conjunta de Acuerdo de Conciliación de Demanda Colectiva y PAGA (“Conciliación” o “Acuerdo”), que el Tribunal ha aprobado preliminarmente. El Acuerdo ha sido pactado entre las Partes en nombre de:

- (3) todas las personas empleadas por el Demandado en un puesto por horas no exento en California durante el Período de la Demanda Colectiva (definido desde el 5 de junio de 2018 hasta el 18 de octubre de 2024) (“Miembros de la Demanda Colectiva”); y
- (4) todas las personas empleadas por el Demandado en un puesto por horas no exento en California durante el Período PAGA (definido desde el 3 de febrero de 2022 hasta el 18 de octubre de 2024) (“Miembros de PAGA”)

VIII. ESTIMACIÓN DEL PAGO INDIVIDUAL

Usted ha recibido este aviso porque según los registros del Demandado usted es Miembro de la Demanda Colectiva y/o Miembro de PAGA. Este aviso es para informarle de cómo puede participar o excluirse del Acuerdo.

Según los registros del Demandado, se estima que su Pago Individual de la Demanda Colectiva asciende a \$«Estimated_Class_Award» (menos las retenciones correspondientes) y se estima que su Pago Individual PAGA asciende a \$«Estimated_PAGA_Award». La cantidad real que puede recibir puede ser mayor o menor que la cantidad estimada, dependiendo del

número de Miembros del Grupo que decidan excluirse del Acuerdo, del número real de Semanas Laborales trabajadas por los Miembros del Grupo Participantes, y de las distribuciones aprobadas y asignadas por el Tribunal. Si no se indica ningún importe para su Pago Individual PAGA, entonces usted no tiene derecho a un Pago Individual PAGA en virtud de la Conciliación porque no trabajó durante el Período PAGA.

Los estimados indicados anteriormente parten de los registros de los Demandados según los cuales usted trabajó «Class_Period_Work_Weeks» semanas laborales durante el período de la Demanda Colectiva y usted trabajó «PAGA_Pay_Periods» períodos de pago durante el período PAGA.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si lo aprobará definitivamente. Sus derechos legales se verán afectados independientemente de que actúe o no. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo. El Tribunal también decidirá si dicta una sentencia que apruebe la exoneración de las reclamaciones por parte de los Miembros de la Demanda Colectiva y los Miembros PAGA de conformidad con las condiciones del Acuerdo de Conciliación.

IX. RESUMEN DEL ACUERDO DE CONCILIACIÓN

7. En virtud de las condiciones del Acuerdo, el Demandado acepta pagar el Importe Máximo del Acuerdo de Doscientos Once Mil Trescientos Ochenta y Siete Dólares y Trece Centavos (\$211,387.13), que incluye todos los importes que el Demandado debe pagar en virtud del Acuerdo de Conciliación, incluyendo todos los Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva, todos los Pagos Individuales de PAGA a los Miembros de PAGA, el Pago LWDA, la parte correspondiente al empleador de los impuestos aplicables, el Pago Adicional a la Demandante, los Honorarios y Costos de los Abogados de la Demanda Colectiva y los Gastos de Administración. La totalidad del Importe Máximo del Acuerdo se pagará íntegramente y ninguna parte del Importe Máximo del Acuerdo se devolverá al Demandado.

8. En la Audiencia de Aprobación Definitiva, la Demandante y/o los Abogados de la Demanda Colectiva solicitarán al Tribunal que apruebe las siguientes deducciones del Importe Máximo del Acuerdo, sobre cuyos importes decidirá el Tribunal en la Audiencia de Aprobación Definitiva:

a. Hasta \$7,950.00 en concepto de Gastos de Administración al Administrador por los costos de administración del Acuerdo.

b. Hasta \$10,000.00 en concepto de sanciones PAGA, de los cuales un 75% se pagará a la LWDA y un 25% se distribuirá entre los Pagos Individuales PAGA a los Miembros de PAGA de forma prorrateada según la cantidad de períodos de pago que trabajaron todos los Miembros de PAGA durante el Período PAGA.

c. Hasta \$70,462.38 (un 33.3% del Importe Máximo del Acuerdo) a los Abogados de la Demanda Colectiva en concepto de honorarios de abogados y hasta \$9,000.00 en concepto de costos y gastos del litigio. Hasta la fecha, los Abogados de la Demanda Colectiva han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.

d. Hasta \$10,000.00 como Pago Adicional para la Demandante en reconocimiento de su esfuerzo y trabajo en la tramitación del Recurso y a cambio de una exoneración general individual de todas las reclamaciones.

9. Una vez realizadas las deducciones anteriores en los importes que apruebe el Tribunal, el Administrador distribuirá el importe restante (el “Importe Neto del Acuerdo”) como Pago Individual de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva. Los Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva se calculan de forma prorrateada en función de la cantidad de Semanas Laborales que trabajaron todos los Miembros Participantes de la Demanda Colectiva durante el Período de la Demanda Colectiva y todos los períodos de pago que trabajaron los Miembros de PAGA durante el Período PAGA en función de la Información de la Demanda Colectiva proporcionada por el Demandado.

10. Cada Pago Individual de la Demanda Colectiva a un Miembro Participante de la Demanda Colectiva se contabilizará en un 20% en concepto de salarios y en un 80% en concepto de sanciones e intereses. El Administrador declarará la parte correspondiente a sanciones e intereses en un formulario 1099 de la IRS, junto con los pagos PAGA de los Miembros de la Demanda Colectiva (si corresponde), y declarará la parte correspondiente a salarios en un formulario W-2 de la IRS. El Administrador pagará los impuestos sobre la nómina del empleador adeudados sobre la parte salarial de los Pagos Individuales de la Demanda Colectiva. El Administrador deducirá los impuestos sobre nóminas de los empleados de la parte correspondiente a salarios de los Pagos Individuales de la Demanda Colectiva. Aunque las Partes han acordado este reparto, ninguna de ellas le ofrece asesoramiento sobre si su(s) pago(s) está(n) sujeto(s) a impuestos o sobre cuánto podría adeudar en concepto de impuestos. Usted es el único responsable de clasificar correctamente cualquier pago realizado en virtud del Acuerdo a efectos fiscales y de pagar cualquier impuesto sobre los importes recibidos. Si tiene alguna duda sobre las consecuencias fiscales del Acuerdo de Conciliación, consulte a un asesor fiscal.

11. Necesidad de cobrar los cheques del Acuerdo de Conciliación inmediatamente tras recibirlos. Los fondos de los cheques que no se hayan cobrado después de 180 días de su fecha de emisión se enviarán al Fondo de Propiedad No Reclamada del Estado de California a nombre de cada Miembro Participante de la Demanda Colectiva y/o Miembro de PAGA que no haya cobrado su cheque del acuerdo. Si pierde o extravía su cheque del acuerdo, debe ponerse en contacto con el Administrador inmediatamente para solicitar un reemplazo. Puede consultar la información sobre propiedad no reclamada en el sitio web del Estado en: https://www.sco.ca.gov/search_upd.html

12. Exención de Reclamaciones. Una vez que el Tribunal apruebe definitivamente el Acuerdo, cada uno de los Miembros de la Demanda Colectiva que no se excluya del Acuerdo (es decir, los Miembros Participantes de la Demanda Colectiva), exonerará al Demandado y a las Partes Exoneradas de las Reclamaciones Exoneradas según se describe a continuación. Además, todos los Miembros de PAGA exonerarán al Demandado y a las Partes Exoneradas de las Reclamaciones exoneradas de PAGA según se describe a continuación. En otras palabras, si usted es un Miembro de la Demanda Colectiva y no se excluye de la Demanda Colectiva, se considerará que ha aceptado la exoneración y que ha exonerado las Reclamaciones Exoneradas que se describen a continuación. Si el Tribunal no aprueba el Acuerdo o no lo aprueba definitivamente por cualquier otro motivo, la Demanda continuará como si nunca se hubiera llegado al Acuerdo y sin perjuicio para ninguna de las Partes.

a. “Partes Exoneradas” se refiere a (i) Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care (“Demandado”), (ii) las empresas matrices, directas e indirectas, pasadas y presentes, y el franquiciador del Demandado; (iii) las respectivas subsidiarias y filiales directas e indirectas, pasadas y presentes, de cualesquiera de las mencionadas anteriormente; (iv) los accionistas pasados y presentes, directores, funcionarios, agentes, empleados, abogados, aseguradores, miembros, socios, gerentes, contratistas, agentes, consultores, representantes, administradores, fiduciarios, planes de beneficios, adquirentes, predecesores, sucesores y cesionarios de cualesquiera de las mencionadas anteriormente; y (v) cualquier persona física o jurídica que pudiera ser solidariamente responsable junto con cualesquiera de las mencionadas anteriormente.

b. Exoneración de los Miembros Participantes de la Demanda Colectiva. A partir de la Fecha de Entrada en Vigor, el Demandante y todos los Miembros Participantes de la Demanda Colectiva exoneran, resuelven y eximen para siempre a las Partes Exoneradas de todas las reclamaciones en virtud del Código de Trabajo de California, las Órdenes Salariales, los reglamentos y/o cualquier otra disposición de la legislación estatal o federal contra las Partes Exoneradas que se alegaron en la Demanda y las que razonablemente se podrían haber alegado en la Demanda en función de las alegaciones de hecho formuladas por la Demandante en la Demanda y cualquier enmienda de la misma, incluyendo, sin limitación, todas las reclamaciones relativas a (1) Incumplimiento del pago del salario mínimo y de las horas ordinarias; (2) Incumplimiento del pago de las horas extraordinarias; (3) Incumplimiento de la obligación de conceder períodos de comida; (4) Incumplimiento de la obligación de autorizar y permitir períodos de descanso; (5) Incumplimiento de la obligación de pagar oportunamente todos los salarios adeudados al término de la relación laboral; (6) Incumplimiento de la obligación de entregar extractos salariales desglosados y exactos; (7) Incumplimiento de la obligación de indemnizar a los empleados por los gastos necesarios; y (8) Prácticas Comerciales Desleales, y cualquier otro incumplimiento del Código Laboral que se alegue en la Demanda, o que podría haberse alegado en la Demanda en función de los hechos alegados en la Demanda, lo que incluye, sin limitación, los supuestos incumplimientos de las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 del Código Laboral, la sección 1021.5 del Código de Procedimiento Civil, la sección 17200 y siguientes del Código de Comercio y Profesiones durante el Período de la Demanda Colectiva (del 5 de junio de 2018 hasta el 18 de octubre de 2024).

c. Exoneración de los Miembros de PAGA y del Estado de California. A partir de la Fecha de Entrada en Vigor, la Demandante, todos los Miembros de PAGA y el Estado de California exoneran, resuelven y eximen definitiva y completamente a las Partes Exoneradas de todas las reclamaciones por sanciones civiles en virtud del Código Laboral de California, las Órdenes Salariales, los reglamentos, y/o cualquier otra disposición de la legislación estatal y federal contra las Partes Exoneradas que se alegaron en la Demanda y que razonablemente podrían haberse alegado en la Demanda en función de las alegaciones de hecho contenidas en las demandas operativas de la Demanda y cualquier enmienda a las mismas, incluidas, entre otras, todas las reclamaciones de sanciones civiles en virtud de PAGA (sección 2698 y siguientes del Código Laboral) relacionadas con todas las reclamaciones por (1) Incumplimiento del pago de todas las horas trabajadas, incluido el salario mínimo, las horas ordinarias y las horas extraordinarias; (2) Incumplimiento de la obligación de conceder períodos de comida; (3) Incumplimiento de la obligación de autorizar y permitir períodos de descanso; (4) Incumplimiento del pago de todos los salarios devengados dos veces al mes; (5) Incumplimiento de la obligación de mantener registros precisos de las horas trabajadas y los períodos de comida; (6) Incumplimiento del pago puntual de todos los salarios al término de la relación laboral; (7) Incumplimiento de la obligación de presentar extractos salariales desglosados y exactos; e (8) Incumplimiento de la obligación de indemnizar los gastos necesarios, and y cualquier otro incumplimiento del Código Laboral que se alegue en la Demanda, o que podría haberse alegado en la Demanda en función de los hechos alegados en la Demanda, lo que incluye, sin limitación, los supuestos incumplimientos de las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 del Código Laboral durante el Período PAGA (del 3 de febrero de 2022 hasta el 18 de octubre de 2024).

X. SUS DERECHOS Y OPCIONES LEGALES EN VIRTUD DE ESTE ACUERDO

Si trabajó para el Demandado durante el Período de la Demanda Colectiva y/o el Período PAGA, sus opciones en virtud del Acuerdo son las siguientes:

No hacer nada	Si no hace nada, será un Miembro Participante de la Demanda Colectiva, elegible para un Pago Individual de la Demanda Colectiva y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho de hacer valer las Reclamaciones Exoneradas contra el Demandado y las Partes Exoneradas (definidas anteriormente) y, si corresponde, las Reclamaciones Exoneradas PAGA. Su(s) cheque(s) se enviará(n) a la misma dirección que este aviso. Si se muda o cambia de dirección postal, asegúrese de comunicárselo al Administrador a la mayor brevedad posible.
Puede excluirse (es decir, no participar) del Acuerdo de Demanda Colectiva, pero no del Acuerdo PAGA. La Fecha Límite de Respuesta es el 31 de enero de 2025.	Si no desea participar en el Acuerdo, puede excluirse enviando al Administrador una Solicitud de Exclusión por escrito. La Solicitud de Exclusión debe contener: su nombre completo, firma con fecha, el título y número de la Demanda; y una declaración clara que indique que desea que se le excluya del Acuerdo. La Solicitud de Exclusión debe estar firmada, fechada y enviarse por correo de primera clase de los EE. UU., o su equivalente, al Administrador. Todas las Solicitudes de Exclusión deben llevar matasellos con una fecha que no sea posterior a la Fecha Límite de Respuesta. Las personas que presenten una Solicitud de Exclusión no podrán presentar objeciones a las condiciones del Acuerdo.
Los Miembros Participantes de la Demanda Colectiva pueden presentar objeciones al Acuerdo de Demanda Colectiva pero no al Acuerdo PAGA. La Fecha Límite de Respuesta es el 31 de enero de 2025.	Cualquier Miembro de la Demanda Colectiva que no se excluya del Acuerdo (es decir, un Miembro Participante de la Demanda Colectiva) puede presentar objeciones a las condiciones del Acuerdo presentando una objeción por escrito ante el Tribunal y enviando una copia por correo al Administrador, a más tardar en la Fecha Límite de Respuesta. Las objeciones por escrito deben incluir: su nombre completo, firma con fecha, el título y número del caso de la Demanda, una declaración clara que indique que usted tiene objeciones al Acuerdo, cada una de las razones específicas que fundamentan la objeción junto con los fundamentos jurídicos de cada objeción, una declaración clara que indique si usted cuenta con la representación de un abogado y si tiene intención de comparecer en la Audiencia de Aprobación Definitiva. Si el Tribunal rechaza la objeción, usted quedará obligado por las condiciones del Acuerdo.
Los Miembros Participantes de la Demanda Colectiva pueden participar en la Audiencia de Aprobación Definitiva	La Audiencia de Aprobación Definitiva del Tribunal está prevista para el 14 de marzo de 2025, a las 1:30 p.m. en el Departamento CX-103 del Tribunal Superior de California para el Condado de Orange sito en 751 West Santa Ana Boulevard, Santa Ana, California 92701. No está obligado a comparecer, pero tiene derecho a hacerlo (o a contratar a un abogado que comparezca en su nombre, corriendo usted con los gastos) en la Audiencia de Aprobación Definitiva. Si no se excluye del Acuerdo, puede presentar su objeción oralmente en la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para exponer ante el Tribunal a qué objeto, por qué objeto y los hechos y fundamentos jurídicos en los que se basa su objeción. Si el Tribunal rechaza la objeción, usted quedará obligado por las condiciones del Acuerdo. Es posible que el Tribunal cambie la fecha de la Audiencia de Aprobación Definitiva. Consulte el sitio web del Tribunal para obtener la información más actualizada o comuníquese con los Abogados de la Demanda Colectiva para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.
Puede presentar una reclamación sobre el cálculo de sus semanas laborales/periodos de pago	La cantidad de semanas laborales del Período de la Demanda Colectiva y/o Períodos de Pago del Período PAGA que usted trabajó según los registros del Demandado se indican anteriormente. Si no está de acuerdo con cualquiera de estas cifras, puede impugnarlas presentando oportunamente una Impugnación de semanas laborales por escrito al Administrador. La

La Fecha Límite para presentar impugnaciones es el 31 de enero de 2025.	impugnación de semanas laborales debe estar firmada, fechada y enviarse por correo de primera clase de los EE. UU., o su equivalente, al Administrador. El matasellos de todas las impugnaciones sobre semanas laborables debe ser anterior a la Fecha Límite para presentar Impugnaciones. A menos que presente pruebas documentales que respalden su impugnación, se considerarán concluyentes los registros del Demandado. Todas las impugnaciones sobre semanas laborales las resolverá y decidirá el Tribunal, y la decisión del Tribunal sobre todas las impugnaciones será definitiva y vinculante.
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XI. CÓMO PONERSE EN CONTACTO CON EL ADMINISTRADOR

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

XII. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de las condiciones básicas del Acuerdo. Para consultar con detalle los términos y condiciones del Acuerdo, debe consultar la Estipulación Conjunta de Acuerdo de Demanda Colectiva y PAGA (*Joint Stipulation of Class Action and PAGA Settlement*) que se encuentra en los archivos de la Secretaría del Tribunal y que puede consultar en la dirección <https://ilymgroup.com/Compassionateheart>. Los alegatos y otros registros de esta Demanda, incluyendo el Acuerdo, se pueden consultar en cualquier momento durante el horario laboral normal de la Secretaría del Tribunal Superior del Condado de Orange sita en 751 West Santa Ana Boulevard, Santa Ana, California 92701.

Si desea información adicional sobre esta Demanda y sus procedimientos, puede ponerse en contacto con el Administrador o con los Abogados de la Demanda Colectiva en esta Demanda:

John G. Yslas
Jeffrey C. Bills
Aram Boyadjian
Andrew Sandoval
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Teléfono: (213) 381-9988
jyslas@wilshirelawfirm.com
jbills@wilshirelawfirm.com
aboyadjian@wilshirelawfirm.com
andrew.sandoval@wilshirelawfirm.com

**LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO DE CONCILIACIÓN O SOBRE EL PROCESO DE RECLAMACIÓN.
POR ORDEN DEL TRIBUNAL SUPERIOR.**

EXHIBIT “B”

REQUEST FOR EXCLUSION

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

If you **DO NOT** wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by completing this form. However, if you worked for Defendant during the PAGA Period, you will be issued a check for your share of the PAGA Amount regardless of whether you exclude yourself from the Class Settlement. Your form must be postmarked to the Administrator not later than January 31, 2025.

I hereby elect to opt-out of the settlement reached in the matter of *Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care*. I understand that, by opting-out of the settlement, I will no longer be eligible to receive a share of the settlement proceeds and that I cannot object to any portion of the proposed settlement. I also understand that by opting-out, I will retain the right to pursue individual claims related to unpaid wages, missed meal and rest breaks, inaccurate wage statements, unreimbursed business expenses, and waiting time penalties that accrued during the Class Period.

Signature: _____

Printed Name: _____

Date: _____

REQUEST FOR EXCLUSION

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

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Signature: _____

Printed Name: _____

Date: _____

REQUEST FOR EXCLUSION

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

If you **DO NOT** wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by completing this form. However, if you worked for Defendant during the PAGA Period, you will be issued a check for your share of the PAGA Amount regardless of whether you exclude yourself from the Class Settlement. Your form must be postmarked to the Administrator not later than January 31, 2025.

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Signature: Margarita L. Suarez
Printed Name: Margarita L. Suarez
Date: 12-5-2024

EXHIBIT “C”

WORKWEEK/PAY PERIOD DISPUTE

*Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30-2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.*

If you believe that the number of workweeks and/or pay periods set forth in Section II of your Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is incorrect, you may dispute the number of workweeks and/or pay periods by submitting this form with supporting documents on or before January 31, 2025. **If you believe that the number of workweeks and pay periods stated in your Class Notice is correct, you do not have to do anything.**

☒ I wish to dispute the number of workweeks listed in Section II of my Class Notice. I believe the correct amount of my workweeks is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

☒ I wish to dispute the number of pay periods listed in Section II of my Class Notice. I believe the correct amount of my pay periods is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

Signature: _____

Printed Name: _____

Date: _____

Started 2/23
Last Day 6/20/23

PATENTED JULY 12, 2011

d Control number 72	1 Wages, tips, other compensation 9422.75	2 Federal income tax withheld 562.78
OMB No. 1545-0008	3 Social security wages 9422.75	4 Social security tax withheld 584.20
	5 Medicare wages and tips 9422.75	6 Medicare tax withheld 136.63
c Employer's name, address, and ZIP code Compassionate Heart Senior Care, Inc. 128 E Katella Ave Ste 210 Orange, CA 92867		
7 Social security tips 0.00	8 Allocated tips 0.00	9
10 Dependent care benefits	11 Nonqualified plans	12a
12b	12c	12d
b Employer identification number (EIN) 47-3127043		a Employee's social security number 624-60-1886
13 Statutory employee	Retirement plan	Third-party sick pay
14 Other		
e Employee's name, address, and ZIP code Lizette Miramontes 213 N. Resh St. Anaheim, CA 92805		
2023	15 State Employer's state ID number CA 044-0113-9	16 State wages, tips, etc. 9422.75
Form Wage and Tax Statement Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return		17 State income tax 165.54
		18 Local wages, tips, etc. 9422.75
		19 Local income tax 84.80
		20 Locality name CA SDI
Department of the Treasury Internal Revenue Service		
H0358 01/22/24 5:11 1/22/2024 3:04:02 PM		

20

NTF 2585803 3 W24UPP

d Control number 72	1 Wages, tips, other compensation 9422.75	2 Federal income tax withheld 562.78
OMB No. 1545-0008	3 Social security wages 9422.75	4 Social security tax withheld 584.20
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12b	12c	12d
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H0358 01/22/24 5:11 1/22/2024 3:04:02 PM		

H0358 01/22/24 5:11 1/22/2024 3:04:02 PM

dl-mail.ymail.com

PROOF OF SERVICE

Monica Garcia v. Compassionate Heart Senior Center, et al.,
30-2022-01294409-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is celenia.ramos@wilshirelawfirm.com.

On **February 27, 2025**, I served the foregoing:

- **DECLARATION OF AMANDA HOWARD OF ILYM GROUP, INC. REGARDING NOTICE OF SETTLEMENT ADMINISTRATION**

on the interested parties in this action by following one of the methods of service as follows:

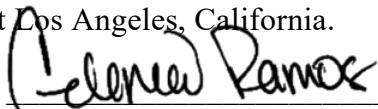
CDF LABOR LAW LLP	LEGALLY NANNY®
Joel Van Parys	Robert E. King
jvanparys@cdflaborlaw.com	info@legallynanny.com
900 University Avenue, Suite 200	37 Trailwood
Sacramento, CA 95825	Irvine, CA 92620-1216
Telephone: (916) 361-0991	Telephone: (714) 336-8864

*Attorneys for Defendant COMPASSIONATE HEART SENIOR CARE, INC. dba
HOME INSTEAD SENIOR CARE*

(X) **BY ELECTRONIC SERVICE:** Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using one legal.

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

Executed this **February 27, 2025**, at Los Angeles, California.


Celenia Ramos