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Attorneys for Plaintiff Leah Jarvis,
on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all others similarly situated and on behalf of the general public, Plaintiff, v. SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 26CV03093 Assigned to the Honorable Dana Beernink Simonds, Dept. 18 **DECLARATION OF EVAN S. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Date:** **Time:** **Dept.: 18** Complaint Filed: May 1, 2026

DECLARATION OF EVAN S. GAINES

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Gaines Law Corporation, counsel for Plaintiff Leah Jarvis ("Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Education and Experience:

2. I obtained my BA degree from the University of California, Santa Barbara in 2005. I majored in Film Studies.

3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I earned my JD and became a member of the California Bar in 2012.

4. After becoming a member of the Bar, I practiced law with my father (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in employment matters such as this one, with an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved class counsel, in dozens of class and representative action matters since my admission to the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit "A"**.

Factual and Procedural Background:

6. On September 24, 2025 and March 25, 2026, Plaintiff exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

7. On May 1, 2026, Plaintiff initiated her Action in the Sonoma County Superior Court by filing a Class and Representative Action Complaint, pursuant to PAGA, on behalf of herself, all others similarly situated, the general public, and all "aggrieved employees" ("Complaint").

8. The Complaint asserts claims against Defendant for (1) Failure To Pay All Wages Due (Labor Code §§ 226.7, 227.3, 246, 510, 512, 1194, and 1194.2); (2) Failure To Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 226.7, 510, 512, 1174, 1174.5, and 1194; IWC Wage Order 5-2001); (3) Failure To Provide Rest Periods Or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 5-2001); (4) Failure To Comply With Itemized

Employee Wage Statement Provisions (Labor Code § 226(a), (e), (h)); (5) Failure To Timely Pay Wages Due At Separation Of Employment (Labor Code §§ 201-203); (6) Failure To Reimburse All Business-Related Expenses (Labor Code § 2802); (7) Violation Of Business And Professions Code § 17200 *et seq*.; and (8) Penalties Pursuant To Labor Code § 2699(f) For Violations Of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, and 2802 and Pursuant To Labor Code § 2699(a) For Violations Of Labor Code §§ 226.3 and 558.

9. Defendant denies any liability or wrongdoing of any kind whatsoever in connection with the claims in the Action and further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

10. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

Investigation and Settlement Discussions

11. I have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of limited informal discovery, including but not limited to documents regarding Defendant's employment/workplace policies in place during the applicable period and a sample of records relating to the wage statement contents and wages paid to Defendant's non-exempt employees during the relevant time periods, and the review and verification of other facts and information provided by Defendant. I also represent that I have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

12. On March 12, 2026, the Parties reached a settlement of Plaintiff's class and representative wage and hour claims. Plaintiff's individual termination-related claims were resolved through a separate individual settlement agreement. The individual settlement is not funded from, and does not reduce, the Gross Settlement Amount, and no portion of it is paid from the settlement fund or to the Settlement Class. The individual settlement releases only Plaintiff's own claims and does not affect the rights of any Class Member or Aggrieved Employee. I will

receive no attorneys' fees or costs from the individual settlement beyond those sought through this Settlement. The Parties will lodge the individual settlement agreement with the Court for in camera review should the Court request it.

Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued Litigation:

13. Based on my independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

14. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, inter alia, certification of the Settlement Class is for purposes of the settlement only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this Settlement Agreement is for settlement purposes only and will not be admissible for any purpose in this or any other proceeding.

15. The parties jointly prepared the Settlement Agreement and Release of Claims ("Settlement"). The Parties subsequently entered into Addendum No. 1 to Settlement Agreement and Release of Claims ("Addendum"), which provides that Individual Payment Amounts are calculated using workweeks during the Class Period and pay periods during the PAGA Period, conforms the Class Notice accordingly, and corrects two clerical errors. True and correct copies of the Settlement and the Addendum are attached hereto as **Exhibit B**.

16. Plaintiff asserts that Defendant failed to pay Plaintiff and Class Members premium wages for missed, denied and unauthorized rest periods in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Plaintiff and other Class Members contend that they were denied, and therefore unable to take, 10-minute on-the-clock rest periods for every four hours of work or major

fraction thereof, but were not paid premium wages of one hour's pay for each missed, denied and unauthorized rest period. Plaintiff and Class Members contend they were frequently too busy to take a rest period and were also barred from leaving the work premises during rest periods. However, Defendant maintained substantial defenses to this claim, contending that employees were at all times free to and did take compliant rest periods, that rest periods were fully authorized and employees were permitted to leave the premises, and that any missed rest periods were the result of employees' own voluntary choices rather than any policy or practice of Defendant. Assuming a 50% violation rate based on Plaintiff's experience, she calculates the damage liability for this claim at up to $505,814 and PAGA civil penalty liability totaling up to $109,000.

17. Plaintiff further alleges that Defendant failed to permit or authorize Plaintiff and Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 5-2001. Plaintiff further contends that she and Class Members were required to record that they received a meal period regardless of whether they took one or not, thus depriving them of all wages due since they were not paid for all hours worked (and a related claim for failing to maintain accurate records). Plaintiff and Class Members were also required to remain on the work premises during their meal periods. This violates Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194 and 1194.2 and IWC Wage Order 5-2001. Time data provided by Defendant through informal discovery demonstrates a gross violation rate of 19.2% (Defendant did pay some meal period premiums). Plaintiff contends that, based on her analysis of Defendant's time and payroll records, 54.5% of all pay periods exhibit some form of meal period violation (net of premiums paid). Accordingly, Plaintiff calculates premium wages on this claim at up to $178,068.05 and PAGA civil penalty liability for this claim at $59,400. However, Defendant maintained defenses to this claim. Defendant contends that it maintained lawful meal period policies that authorized and permitted compliant meal periods for all non-exempt employees, and that employees were provided the opportunity to take timely, off-premises, duty-free meal periods in accordance with applicable law. Defendant further contends that the time records on which Plaintiff's violation rate calculations are based do not reliably establish actual meal period violations, as timing anomalies in electronic timekeeping records may

reflect clocking errors or voluntary employee choices rather than employer-imposed violations. Defendant further contends that its payment of meal period premiums during the Class Period demonstrates good-faith compliance efforts and undermines any characterization of its conduct as a uniform unlawful policy or practice.

18. Plaintiff contends that Defendant failed to properly blend bonuses, commissions, and other non-base hourly wages (including shift differential wages), earned by Plaintiff and Class Members into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, double-time wages, vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, and 1194. Defendant paid Plaintiff and Class Members bonuses and other non-base hourly wages (including shift differential wages); however, Defendant failed to properly blend these wages, and instead paid Plaintiff and Class Members meal and rest period premiums, overtime wages, vacation wages, and sick pay wages based only on the base hourly rate of pay. However, Defendant also maintained defenses to this claim. Defendant contends that it properly calculated the regular rate of pay for all employees in accordance with applicable law, and that to the extent any non-base compensation was not included in the regular rate calculation for any particular employee or pay period, such omission was not uniform across all Class Members, all time periods, or all compensation types. Based on informal sampling provided by Defendant, Plaintiff's expert calculated damage liability of $9,489.72.

19. Plaintiff also contends that Defendant allegedly failed to pay all minimum and overtime wages due during the course of employment, in violation of Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members were required to work off-the-clock and without compensation because Defendant did not compensate them for all hours worked—they would be required to undergo mandatory COVID testing outside of work hours. None of this time was compensated even though Defendant is required to pay them since an employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. However, Defendant also maintained defenses to this claim. Defendant

contends that any time spent on COVID testing outside of scheduled work hours did not constitute compensable "hours worked" under applicable law because such testing was required by public health authorities and government mandate rather than by Defendant, and that employees were not under Defendant's control during such time within the meaning of the applicable wage orders and Industrial Welfare Commission regulations. Defendant further contends that it complied with all applicable minimum wage and overtime requirements for all hours actually worked, that employees were fully compensated for all time they were suffered or permitted to work under Defendant's direction and control, and that any uncompensated time did not meet the legal threshold for compensable work under California law. This claim has nominal value given the limited nature in which the violation occurred and was not a widespread issue among all Class Members.

20. Plaintiff also argues that Defendant failed to issue Plaintiff and Class Members accurate itemized wage statements. As detailed above, Plaintiff and Class Members contend that they were not paid all wages due. As a result, the wage statements issued by Defendant to Plaintiff and Class Members would fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1); total hours worked, in violation of Labor Code § 226(a)(2); net wages earned, in violation of Labor Code § 226(a)(5); and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). This is a wholly derivative claim. Plaintiff calculates the statutory penalty liability for this claim at up to $97,850 and PAGA civil penalty liability for this claim at $109,000.

21. Defendant also allegedly failed to pay Plaintiff and 80 formerly employed Class Members all wages due timely upon separation of employment, in violation of Labor Code §§ 201-203. This is a derivative claim for which Plaintiff calculates the statutory penalty liability at $623,040.

22. Finally, Plaintiff also argues that Defendant failed to reimburse Plaintiff and Class Members for all business expenses incurred, in violation of Labor Code § 2802; however, Plaintiff was unable to calculate the actual unreimbursed expenses owed due to the individual nature of the claims.

23. The compromise reached here is fair and reasonable considering the factual and legal disputes among the Parties, the defenses raised by Defendant as to class certification and the merits of Plaintiff's claims, and the risk the Court would reduce or eliminate any award of penalties. Defendant strongly contends that its policies and practices do not violate any laws. It contends that it properly paid all wages due upon separation of employment and that the wage statements it provided to its employees were fully compliant with California law.

24. When the costs and risks of non-certification and loss on the merits are considered, I am of the opinion that the Settlement reached is clearly a favorable one.

25. The Settlement for each Class Member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The Settlement shall finally resolve all claims of the Class Members as alleged in the Action.

Class Certification Requirements:

26. In this case, the Class Members are identifiable from Defendant's employment and payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification. According to Defendant's records, the Class comprises approximately 145 members.

27. The Class Members' claims all stem from a common source: members of the Settlement Class allege that Defendant violated the same Labor Code provisions in connection with their employment in non-exempt positions. All members of the Class seek the same relief under the same California laws (related to failure to pay all wages due, provide meal and rest periods, issue accurate and complete wage statements, timely pay wages due upon separation, and derivative claims). Under these circumstances, the commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes.

28. A class representative's claims are typical when they arise from the same event or course of conduct that gives rise to the claims of the class, and are based on the same legal theory. In this case, named Plaintiff and proposed Class Representative Leah Jarvis is a former non-exempt employee who worked for Defendant in the State of California during the Class Period. She contends that Defendant failed to pay all minimum and overtime wages, failed to provide meal

and rest periods, failed to comply with itemized employee wage statement provisions, and failed to timely pay wages at the separation of employment, in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 2698, and 2699, among other Labor Code provisions. She has the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein.

29. Plaintiff has also demonstrated that she will aggressively and competently assert the interests of the proposed Settlement Class; she has taken an active role in the litigation and has no apparent conflicts with other class members.

30. Although Plaintiff separately resolved her individual termination-related claims, that settlement is independent of and not paid from the Gross Settlement Amount, and it does not create a conflict between Plaintiff and the Settlement Class.

Settlement of Claims Pursuant to Labor Code § 2699 *et seq.* (PAGA)

31. Concurrently with the filing of this Motion, I am transmitting the Settlement Agreement and the Addendum (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(s)(2). Evidence of submission is attached hereto as **Exhibit C**.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on October 26, 2026 at Westlake Village, California.

EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Duran v. J.S. Homen Trucking, Inc., Imperial County Superior Court, Case No. ECU004017

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gharremain v. Grieco Motors West LLC, Ventura County Superior Court, Case No. 2024CUOE023304

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Osier v. Heritage Bag Company, et al., Imperial County Superior Court, Case No. ECU003651

Ponce, et al. v. Express Dry, Inc., San Diego County Superior Court, Case No. 37-2024-00022921-CU-OE-CTL

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Driveline Retail Merchandising, Inc., Imperial County Superior Court, Case No. ECU003111

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Taylor v. A Plus Tree, LLC, Solano County Superior Court, Case No. CU24-03172

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

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on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all others similarly situated and on behalf of the general public, Plaintiff, v. SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 26CV03093 Assigned to Hon. Dana Beernink Simonds, Dept. 18 **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** *Complaint filed: May 1, 2026*

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Leah Jarvis ("Jarvis," "Plaintiff," or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant Sonoma Recovery Service, LLC d/b/a Olympia House ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff, the Settlement Class (as defined below), Aggrieved Employees (as defined below) and Defendant are collectively referred to herein as "the Parties."

2. Evan S. Gaines, Esq. of Gaines Law Corporation is counsel of record for Plaintiff Leah Jarvis. For purposes of this Settlement Agreement only, Gaines Law Corporation shall be designated as and referred to as "Class Counsel."

3. The "Action" means *Leah Jarvis v. Sonoma Recovery Service, LLC d/b/a Olympia House,* Sonoma County Superior Court Case. No. 26CV03093 (the "Action").

4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant Sonoma Recovery Service, LLC d/b/a Olympia House in California at any time between December 10, 2021 and March 12, 2026. Defendant represents that this Class contains no more than approximately 145 Class Members who worked no more than 7,753 work weeks during the Class Period (defined below).

5. The "Class Period" shall be defined as the time period between December 10, 2021 and March 12, 2026.

6. The "Aggrieved Employees" shall be defined as "all non-exempt employees of Defendant in California at any time between September 24, 2024 and March 12, 2026 (the "PAGA Period"). Defendant represents there are 67 Aggrieved Employees who worked no more than 1,090 pay periods during the PAGA Period.

7. Members of the Settlement Class shall collectively be referred to as a "Class Member" or "Class Members." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

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8. The "Effective Date" is defined as the date the Court signs an order granting final approval of the settlement and entering judgment thereon (the "Effective Date") if no objections are filed. If objections to the settlement are filed that are not subsequently withdrawn, the Effective Date of the settlement is the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

B. General.

1. On September 24, 2025 and March 25, 2026, Plaintiff Jarvis exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2. On May 1, 2026 Plaintiff Jarvis initiated her Action in the Sonoma County Superior Court by filing a class and representative action complaint, pursuant to PAGA, on behalf of herself, all others similarly situated, the general public. and all other aggrieved employees.

3. As set forth in the Complaint, the Action assert claims against Defendant for (1) Failure To Pay All Wages Due (Labor Code §§ 226.7, 227.3, 246, 510, 512, 1194, and 1194.2); (2) Failure To Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194 and 1194.2; IWC Wage Order 5-2001); (3) Failure To Provide Rest Periods Or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 5-2001); (4) Failure To Comply With Itemized Employee Wage Statement Provisions (Labor Code § 226(a), (e), (h)); (5) Failure To Timely Pay Wages Due At Separation Of Employment (Labor Code §§ 201-203); (6) Failure To Reimburse All Business-Related Expenses (Labor Code § 2802) (7) Violation of Business & Professions Code §§ 17200 et seq.; and (8) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate Class Representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over

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class issues, among other defenses. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever.

5. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

6. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of informal discovery and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

7. On March 12, 2026, following their exchange of information and documents regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations and were able to reach the resolution of the Action set forth herein.

8. Based on his own independent investigation and evaluation, Class Counsel is of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

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9. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited Settlement Agreement for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

The financial terms of the Settlement Agreement are as follows:

1. **Gross Settlement Amount**: The Parties agree to settle the Action for a Gross Settlement Amount of Two Hundred Thirty-Five Thousand U.S. Dollars ($235,000) ("the Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorney's fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the payment to the California Labor and Workforce Development Agency ("LWDA"); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the Gross Settlement Amount.

(a) **Net Settlement Proceeds**: "Net Settlement Proceeds" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorney's fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(b) **Calculation of the Individual Payment Amounts**: "Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member

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who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $7,000 PAGA allocation, by the total number of pay periods worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class pay period value; and then multiplying the class pay period value by the number of pay periods worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($7,000) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

(c) For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 50% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

(d) **PAGA Payments**: The Parties agree that Twenty Thousand U.S. Dollars ($20,000) shall be allocated to settle Plaintiff' claims brought pursuant to PAGA. Of this amount, Sixty-Five percent (65%), or Thirteen Thousand Dollars ($13,000), shall be paid to the LWDA, and the remaining thirty-Five percent (35%), or Seven Thousand Dollars ($7,000), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

(e) **Attorney's Fees**: An award to Class Counsel of attorney's fees will be deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account the settlement award that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded shall not exceed 33 1/3% of the Gross Settlement Amount (i.e.,

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Seventy-Eight Thousand Three Hundred Thirty-Three Dollars And Thirty-Three Cents ($78,333.33)). An IRS Form 1099 will be issued to Class Counsel with respect to its award of attorney's fees. Defendant agrees not to dispute or otherwise object to the attorney's fee award requested by Class Counsel so long as the request does not exceed 33 1/3% of the Gross Settlement Amount.

(f) **Attorney's Costs and Expenses**: Class Counsel will be reimbursed from the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket litigation costs and expenses, not to exceed Four Thousand Dollars ($4,000). An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant agrees not to dispute or otherwise object to the attorney's cost award requested by Class Counsel so long as the request does not exceed $4,000.

(g) **Settlement Administration Costs**: The fees and other charges of the Settlement Administrator to administer the Settlement are expected to total no more than Six Thousand Two Hundred Fifty Dollars ($6,250) and will be paid from the Gross Settlement Amount. These fees shall include any costs associated with the required tax reporting on any Individual Payment Amounts, and the issuing of any and all 1099 forms. Subject to approval of the Court, the Parties have agreed that Phieonix Class Action Administration Solutions will serve as a neutral third-party claims' administrator ("Settlement Administrator") to perform all acts related to providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment Amount each Participating Class Members is eligible to receive; (f) distributing the Gross Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

(h) **No Warranty by Defendant:** Plaintiff understands and agrees that Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement.

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D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant, including Defendant's shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period.

2. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period.

3. "Released Class Claims" means any and all claims, rights, demands, liabilities and causes of action that are alleged or reasonably could have been alleged against Released Parties based on the facts and claims asserted in the in the Complaint during employment in a non-exempt position for Defendant in California during the Class Period for alleged violations of Labor Code §§ 201, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 2802, and any applicable IWC Wage Orders. No PAGA claims are encompassed in the Released Class Claims. The Released Class Claims includes a release of all claims for unfair business practices that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the Complaint. The Released Class Claims includes a release of claims for damages, penalties, interest, costs, and attorney's fees that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action, or legal theories for relief pleaded in the Complaint. This release applies regardless of whether the Class Member deposits his/her settlement check.

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4. "Released PAGA Claims" means any and all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged against Released Parties based on the facts and claims asserted for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., contained in Plaintiff's Complaint during employment in a non-exempt position for Defendant in California during the PAGA Period, including Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 2802 and any applicable IWC Wage Orders . No Aggrieved Employee may opt out of the PAGA portion of the Settlement. The Released PAGA Claims includes released claims for penalties, costs, and attorney's fees that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action, or legal theories for relief pleaded in the Complaint. The release applies regardless of whether the Aggrieved Employee deposits his/her settlement check.

E. Notice and Exclusion Process.

1. Within ten (10) calendar days after entry of the order granting preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period and the PAGA Period ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff' Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

2. A notice of pendency of class action, proposed settlement, and hearing date for Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved

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Employees, by first class mail, within twenty (20) calendar days after entry of the order granting preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form attached hereto as **Exhibit 2**.

3. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees. It will conclusively be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and Aggrieved Employees and re-send the notices.

4. Each Class Member will be fully advised of the settlement, the ability to object to the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform the Class Members of the Court-established deadlines for filing objections and a Request for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from, the PAGA portion of the settlement.

5. Each Class Notice will contain personalized information setting forth the number of pay periods each Class Member and Aggrieved Employee worked for Defendant in California in a non-exempt position during the Class Period and/or PAGA Period and their estimated Individual Payment Amount. To the extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her Class Notice, he or she may produce evidence to the Settlement Administrator showing such information the individual contends should be reflected in the Class Notice. Defendant's records will be presumed determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them if the Effective Date occurs.

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7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice and Request for Exclusion Forms to Class Members and Aggrieved Employees).

11. In order to object to the settlement, a Class Member must mail his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer

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period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be extended for any reason.

12. The Settlement Administrator shall provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments to be made to each Class Member without names or personal identifying information.

13. Defendant shall deposit the Maximum Settlement Amount, plus applicable employer payroll taxes, with the Settlement Administrator within fifteen (15) days after the order granting Final Approval of the Settlement.

14. The Settlement Administrator shall disburse the Gross Settlement Amount within fifteen (15) calendar days after the Effective Date. Class Members and Aggrieved Employees must cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180) days after mailing shall be paid to the State of California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Class Member or Aggrieved Employee.

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:

(a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved Employees;

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(b) approving as to form and content the proposed Class Notice;

(c) approving as to form and content the proposed Request for Exclusion Form;

(d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;

(e) preliminarily approving the PAGA Payments totaling $20,000 (including 65% ($13,000) allocated to the LWDA and 35% ($7,000) allocated to the Aggrieved Employees);

(f) preliminarily setting attorney's fees and costs payable to Class Counsel;

(g) preliminarily approving Phoenix Class Action Administration Solutions as the Settlement Administrator and its estimated fees and costs of $6,250.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorney's fees and reimbursement of documented litigation costs and expenses, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) Entering judgment in the Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorney's fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

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H. Miscellaneous Provisions:

1. **Voiding the Agreement.**

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of any Party.

2. **Parties' Authority.**

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3. **Mutual Full Cooperation.**

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. **No Prior Assignments.**

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

5. **No Admission.**

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this

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Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

6. **Construction.**

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement.

7. **Captions and Interpretations.**

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

8. **Modification.**

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by each of the Parties hereto on their attorneys.

9. **Integration Clause.**

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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10. **Binding on Assigns.**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11. **Governing Law.**

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Signatures of All Class Members Unnecessary to be Binding.**

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

13. **Counterparts.**

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

14. **Confidentiality.**

Until Plaintiff files her motion for preliminary approval of the class action settlement of the Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the amount and terms of the Settlement, except as to spouses, children, parents, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

15. **No Publicity.**

Plaintiff and her Counsel will not contact the media about the Settlement Agreement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and her Counsel also

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will not post any information about the Settlement Agreement on social media or their firms' websites.

16. **Representation Regarding Class Size; Escalator Provision.**

Defendant has represented that Class Members worked no more than 7,753 workweeks during the Class Period. Should this number increase by more than 10% (or 8,528 total workweeks), the Gross Settlement Amount will increase pro rata per additional workweek above the 10%.

17. **Continuing Jurisdiction**.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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Dated: 05 / 11 / 2026

By: _____
LEAH JARVIS
Plaintiff and Class Representative

Dated: _____

SONOMA RECOVERY SERVICE, LLC

By: _____
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: May 11, 2026

GAINES LAW CORPORATION

By: _____
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Leah Jarvis

Dated: _____

MEDINA McKELVEY LLP

By: _____
Alex M. Medina, Esq.
Counsel for Defendant SONOMA RECOVERY SERVICE, LLC

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Dated: _____

By: _____
LEAH JARVIS
Plaintiff and Class Representative

Dated: June 4, 2026

SONOMA RECOVERY SERVICE, LLC

By: _____
Defendant
Christopher Spaulding
Executive Director

APPROVED AS TO FORM AND CONTENT:

Dated: _____

GAINES LAW CORPORATION

By: _____
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Leah Jarvis

Dated: May 29, 2026

MEDINA McKELVEY LLP

By: _____
Alex M. Medina, Esq.
Counsel for Defendant SONOMA RECOVERY SERVICE, LLC

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all others similarly situated and on behalf of the general public, Plaintiff, v. SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 26CV03093 Assigned to Hon. Dana Beernink Simonds, Dept. 18 **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Leah Jarvis ("Plaintiff") and Defendant Sonoma Recovery Service, LLC, d/b/a Olympia House ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Leah Jarvis v. Sonoma Recovery Service, LLC d/b/a Olympia House*, Sonoma County Superior Court, Case No. 26CV03093, which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on _____ at _____ ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendant, alleging that Defendant failed to pay all wages due, provide meal periods or compensation in lieu thereof, provide rest periods or compensation in lieu thereof, comply with itemized employee wage statement provisions, reimburse all business expenses, and timely pay wages due at the separation of employment. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.

- Defendant denies liability and believe all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement").

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- The settlement will provide $235,000 to resolve the claims to all individuals who worked for Defendant as non-exempt employees in California at any time from December 10, 2021 and March 12, 2026 (the "Class"). The Court has appointed lawyers to represent the Class ("Class Counsel"), and they will ask the Court to award them up to $78,333.33 as attorneys' fees and $4,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were brought in this case.
Object	You may write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On May 1, 2026, Plaintiff, a former employee of Defendant, filed this lawsuit in the Sonoma County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between December 10, 2021 and March 12, 2026 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages due, provided meal periods or compensation in lieu thereof, provided rest periods or compensation in lieu thereof, reimbursed all business expenses, timely issued final wages upon separation of employment and nor issued accurate and complete itemized wage statements. The Settlement seeks recovery of unpaid wages, liquidated damages, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit.

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Defendant denies that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorney	Defendants' Attorney
Evan S. Gaines, Esq.	Alexander M. Medina
Gaines Law Corporation	Medina McKelvey LLP
4550 E Thousand Oaks Blvd., Suite 100	925 Highland Pointe Dr Suite 300
Westlake Village, CA 91362	Roseville, CA 95678
Phone (805) 892-8200	Phone: (916) 960-2211

SUMMARY OF THE SETTLEMENT

A. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who Is In The Settlement Class And Who Is An Aggrieved Employee?

The Settlement Class encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendant in California from December 10, 2021 and March 12, 2026. Aggrieved Employees are those Class Members employed between September 24, 2024 and March 12, 2026.

C. What Does The Settlement Provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay $235,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

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(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed $78,333.33;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $4,000;

(c) **Settlement Administration Costs** which are currently estimated to not exceed $6,250, for administering the settlement; and

(d) **PAGA Payment** in the total amount of $20,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 65% or $13,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 35% or $7,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendants' full payment of the Gross Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims contained in the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., contained in Plaintiff's Complaint during employment in a non-exempt position in California during the PAGA Period. The "Released Parties" shall include Defendant, as well as Defendant's shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $7,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($7,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

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For tax purposes, each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% as penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] weeks while employed as a non-exempt employee in California from December 10, 2021 and March 12, 2026, and you worked [_____] weeks while employed as a non-exempt employee in California from September 24, 2024 and March 12, 2026. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately $[_____], and you are entitled to a PAGA Payment of approximately $[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2026. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount and PAGA Payment (if applicable) within 30 days of the date the Court signed the order.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Approval Hearing") on _____, at 8:30 a.m., in the Courtroom of Judge Dana Beernink Simonds of the Sonoma County Superior Court, Department 18, located at 3055 Cleveland Ave, Santa Rosa, CA 95403. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; and (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorney. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT***

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

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- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Sonoma County Superior Court, located at 3055 Cleveland Ave, Santa Rosa, CA 95403.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

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EXHIBIT 2

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REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Leah Jarvis v. Sonoma Recovery Service, LLC d/b/a Olympia House,* Sonoma County Superior Court Case. No. 26CV03093. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendant Sonoma Recovery Service, LLC d/b/a Olympia House as a non-exempt (hourly paid) employee in California between December 10, 2021 and March 12, 2026.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:_____

Signature:_____

Print Name:_____

Residence Street Address:_____

City, State and Zip Code:_____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**45 days after mailing of Notice**]. Send this signed request for exclusion form to the Settlement Administrator:

Sonoma Recovery Service, LLC Settlement Administrator
c/o _____
_____
_____

EVAN S. GAINES, Esq. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Leah Jarvis,
on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all others similarly situated and on behalf of the general public, Plaintiff, v. SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 26CV03093 Assigned to the Honorable Dana Beernink Simonds, Dept. 18 **ADDENDUM NO. 1 TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** Complaint Filed: May 1, 2026

Doc ID: e03e9332ee68fae7fe1af7115475e26385928969

ADDENDUM NO. 1 TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Addendum No. 1 to Settlement Agreement and Release of Claims ("Addendum") is made and entered into by and between Plaintiff Leah Jarvis ("Plaintiff"), individually and on behalf of all others similarly situated, and Defendant Sonoma Recovery Service, LLC d/b/a Olympia House ("Defendant"), in the action entitled *Leah Jarvis v. Sonoma Recovery Service, LLC d/b/a Olympia House*, Sonoma County Superior Court Case No. 26CV03093. Capitalized terms not defined in this Addendum have the meanings given to them in the Settlement Agreement and Release of Claims ("Settlement Agreement").

RECITALS

A. The Parties have entered into the Settlement Agreement to resolve the Action on a class and representative basis, subject to the Court's approval.

B. Paragraph C.1(b) of the Settlement Agreement provides that the class portion of each Individual Payment Amount will be calculated on the basis of pay periods worked during the Class Period, and that the PAGA portion will be calculated by dividing the PAGA allocation by pay periods and multiplying the resulting value by weeks worked. Section E of the Class Notice attached to the Settlement Agreement as Exhibit 1 calculates both portions on the basis of workweeks.

C. Defendant's representations regarding the size of the Settlement Class and the escalator provision are stated in workweeks for the Class Period (Settlement Agreement, ¶¶ A.4, H.16), and Defendant's representation regarding the Aggrieved Employees is stated in pay periods for the PAGA Period (Settlement Agreement, ¶ A.6).

D. The Parties wish to resolve these inconsistencies, to replace the Class Notice with an amended version that conforms to this Addendum, and to correct two clerical errors, before Plaintiff moves for preliminary approval of the settlement. Paragraph H.8 of the Settlement Agreement permits the Settlement Agreement to be modified by a writing signed by the Parties and approved by the Court.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

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1. Calculation of Individual Payment Amounts. Paragraph C.1(b) of the Settlement Agreement is deleted in its entirety and replaced with the following:

"(b) Calculation of the Individual Payment Amounts: 'Individual Payment Amount' means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $7,000 PAGA allocation, by the total number of workweeks worked by all participating Class Members during the Class Period (i.e., by the entire Settlement Class, net of opt outs), resulting in the class workweek value; and then multiplying the class workweek value by the number of workweeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($7,000) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period."

2. Settlement Class Information. The following sentence is inserted immediately after the first sentence of Paragraph E.1 of the Settlement Agreement: "The Settlement Class Information shall also include the number of workweeks each Class Member worked in a non-exempt position in California during the Class Period and the number of pay periods each Aggrieved Employee worked in a non-exempt position in California during the PAGA Period."

3. Personalized Information in Class Notice. The first sentence of Paragraph E.5 of the Settlement Agreement is deleted and replaced with the following: "Each Class Notice will contain personalized information setting forth the number of workweeks each Class Member worked for Defendant in California in a non-exempt position during the Class Period, the number

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of pay periods each Aggrieved Employee worked for Defendant in California in a non-exempt position during the PAGA Period, and their estimated Individual Payment Amount."

4. Amended Class Notice. Exhibit 1 to the Settlement Agreement is deleted in its entirety and replaced with the Notice of Pendency of Proposed Class Action Settlement and Final Hearing attached to this Addendum as Exhibit A (the "Amended Class Notice"). All references in the Settlement Agreement to the Class Notice or to Exhibit 1 shall be deemed to refer to the Amended Class Notice. The Amended Class Notice conforms Section E of the Class Notice to Paragraph 1 of this Addendum, corrects the name of the Settlement Agreement, conforms the description of the timing of settlement payments to Paragraph E.14 of the Settlement Agreement, and makes other non-substantive clarifying and conforming changes.

5. Clerical Corrections. In Paragraph C.1(g) of the Settlement Agreement, "Phieonix Class Action Administration Solutions" is corrected to read "Phoenix Class Action Administration Solutions." In Paragraph E.13 of the Settlement Agreement, "Maximum Settlement Amount" is corrected to read "Gross Settlement Amount."

6. No Other Changes. Except as expressly modified by this Addendum, the Settlement Agreement, including its exhibits, remains unchanged and in full force and effect. If there is any conflict between this Addendum and the Settlement Agreement or its exhibits, this Addendum controls. This Addendum does not change the Gross Settlement Amount or any other payment set forth in the Settlement Agreement.

7. Court Approval. This Addendum shall be submitted to the Court together with the Settlement Agreement in support of Plaintiff's unopposed motion for preliminary approval of the settlement, and is subject to the Court's approval in accordance with Paragraph H.8 of the Settlement Agreement.

8. Counterparts and Signatures. This Addendum may be executed in counterparts, and electronic signatures and signatures delivered by email in PDF format shall have the same force and effect as original signatures. When each Party has signed and delivered at least one counterpart, the counterparts taken together shall constitute one fully executed Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set

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forth below.

Dated: 10 / 23 / 2026

By: Leah J
LEAH JARVIS
Plaintiff and Class Representative

Dated: 10/20/2026

SONOMA RECOVERY SERVICE, LLC
d/b/a OLYMPIA HOUSE

By:
Name: Christopher Spaulding
Title: Executive Director
Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: October 21, 2026

GAINES LAW CORPORATION

By:
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Leah Jarvis

Dated: October 21, 2026

MEDINA McKELVEY LLP

By:
Alex M. Medina, Esq.
Counsel for Defendant SONOMA RECOVERY SERVICE, LLC

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EXHIBIT A

Doc ID: e03e9332ee68fae7fc1af7115475e26385928969

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all others similarly situated and on behalf of the general public, Plaintiff, v. SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 26CV03093 Assigned to Hon. Dana Beernink Simonds, Dept. 18 **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Leah Jarvis ("Plaintiff") and Defendant Sonoma Recovery Service, LLC, d/b/a Olympia House ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Leah Jarvis v. Sonoma Recovery Service, LLC d/b/a Olympia House*, Sonoma County Superior Court, Case No. 26CV03093, which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on _____ at _____ ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendant, alleging that Defendant failed to pay all wages due, provide meal periods or compensation in lieu thereof, provide rest periods or compensation in lieu thereof, comply with itemized employee wage statement provisions, reimburse all business expenses, and timely pay wages due at the separation of employment. The lawsuit also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.

- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement").

- The settlement will provide $235,000 to resolve the claims to all individuals who worked for Defendant as non-exempt employees in California at any time between December 10, 2021 and March 12, 2026 (the "Class"). The Court has appointed lawyers to represent the Class ("Class Counsel"), and they will ask the Court to award them up to $78,333.33 as attorneys' fees and $4,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were brought in this case.
Object	You may write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On May 1, 2026, Plaintiff, a former employee of Defendant, filed this lawsuit in the Sonoma County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between December 10, 2021 and March 12, 2026 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages due, provided meal periods or compensation in lieu thereof, provided rest periods or compensation in lieu thereof, reimbursed all business expenses, timely paid final wages upon separation of employment, or issued accurate and complete itemized wage statements. The lawsuit seeks recovery of unpaid wages, liquidated damages, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit. Defendant denies that it

owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorney	Defendant's Attorney
Evan S. Gaines, Esq.	Alexander M. Medina
Gaines Law Corporation	Medina McKelvey LLP
4550 E Thousand Oaks Blvd., Suite 100	925 Highland Pointe Dr Suite 300
Westlake Village, CA 91362	Roseville, CA 95678
Phone (805) 892-8200	Phone: (916) 960-2211

SUMMARY OF THE SETTLEMENT

A. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who Is In The Settlement Class And Who Is An Aggrieved Employee?

The Settlement Class encompasses a class composed of all non-exempt, hourly employees who worked for Defendant in California at any time between December 10, 2021 and March 12, 2026. Aggrieved Employees are those Class Members employed between September 24, 2024 and March 12, 2026.

C. What Does The Settlement Provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay $235,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed $78,333.33;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $4,000;

(c) **Settlement Administration Costs** which are currently estimated to not exceed $6,250, for administering the settlement; and

(d) **PAGA Payment** in the total amount of $20,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 65% or $13,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 35% or $7,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims contained in the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., contained in Plaintiff's Complaint during employment in a non-exempt position in California during the PAGA Period. The "Released Parties" shall include Defendant, as well as Defendant's shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $7,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($7,000) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% as penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] workweeks while employed as a non-exempt employee in California between December 10, 2021 and March 12, 2026, and you worked [_____] pay periods while employed as a non-exempt employee in California between September 24, 2024 and March 12, 2026. Based on these workweeks and pay periods, you are entitled to an Individual Payment Amount of approximately $[_____], and you are entitled to a PAGA Payment of approximately $[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

If the Court grants final approval of the settlement, the Settlement Administrator will mail your Individual Payment Amount and PAGA Payment (if applicable) within fifteen (15) calendar days after the settlement becomes effective, as provided in the Settlement Agreement. You must cash your settlement check within one hundred eighty (180) days after it is mailed; the value of any check not cashed by then will be sent to the California State Controller's Unclaimed Property Fund in your name.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Approval Hearing") on _____, at 8:30 a.m., in the Courtroom of Judge Dana Beernink Simonds of the Sonoma County Superior Court, Department 18, located at 3055 Cleveland Ave, Santa Rosa, CA 95403. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; and (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorney. At the Final Approval Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT***

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING

TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" and Addendum No. 1 thereto, which are on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Sonoma County Superior Court, located at 3055 Cleveland Ave, Santa Rosa, CA 95403.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT C