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on behalf of herself and all others similarly situated

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

STACEY L. GRIMSON, on behalf of herself and all others similarly situated,

Plaintiff,

v.

PROVIDENT CARE INC., a California Corporation; and DOES 1-10, inclusive,

Defendant.

Case No. STK-CV-UOE-2025-0014893
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Blanca Bañuelos
Department 10B
CLASS AND REPRESENTATIVE ACTION

DECLARATION OF ISAM C. KHOURY IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Date: TBD
Time: 9:00 a.m.
Dept.: 10B

Complaint filed: October 10, 2025
Trial date: Not Set

I, Isam C. Khoury, declare as follows:

1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record for Plaintiff Michael Bolds ("Plaintiff:") in this Action. I submit this declaration in support of the Motion for Final Approval of Class and Representative Action Settlement brought by Plaintiff Michael Bolds ("Plaintiff") reach with Defendant Transportus Inc., ("Defendant"). The following facts are within my personal knowledge and if called to testify I could and would competently testify to them.

2. I am a 1973 Hastings School of Law graduate and was admitted to the California State Bar in 1974 and am admitted to practice in all state courts in California and in the all federal courts in California, as well as the First Circuit Court of the State of Hawaii and the United States Court of Appeals for Sixth Circuit.

3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of Professional Law Corporations, and within a few years began to focus on class actions. Cohelan & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and representative action litigation, including wage and hour, labor and employment, antitrust, consumer protection, construction defect and other public interest class and representative actions.

4. I have been selected by my peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for several years between 2012 through the present. Michael D. Singer, Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2026, updated annually),

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part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act ("PAGA") Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc*. Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25],

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Mr. Singer argued before the Fourth District Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-authored the successful Petition for Review.

7. Partner Maggie Realin worked for a certified appellate law specialist in San Diego for five years. Subsequently, she was an associate at a San Diego consumer class action firm, where she represented consumers in class actions against large corporations, specifically in the area of deceptive food labeling. Ms. Realin then joined an employment class action firm in 2013, where she focused on representing employees in wage and hour class actions. On February 26, 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms. Realin joined Cohelan Khoury & Singer, where her practice continues to focus on employee side wage and hour class actions.

8. My firm has successfully tried class cases, obtained appellate reversals of class certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has certified multiple wage and hour class.

9. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's

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pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

10. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.,* San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.,* United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.,* Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank,* Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.,* United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS,* Los Angeles County Superior Court Case No. BC472891; *Gutierrez v. Save Mart Supermarkets,* San Mateo County Superior Court Case No. CIV530955; *Wilcox v Albertsons,* San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.,* United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.,* Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.,* San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.,* Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*

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MUTUAL OVERTIME CASES, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 300 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v.*

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Conair Corporation, United States District Court, Southern District of California Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, United States District Court, Central District of California Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court Case No.

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BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among many others.

12. We are experienced and consider ourselves qualified to evaluate the claims and defenses in this Action, and support the efficient resolution of the claims in this matter for a $150,000 Settlement Amount against Defendant Provident Care, Inc. ("Provident Care" or "Defendant") or a group approximately 411 current and former non-exempt In-Home Health Workers employed by Defendant in California from October 1, 2023 through the date of Preliminary Approval, who worked an estimated 17,700 workweeks during the Class Period.

13. Plaintiff filed a class action complaint on October 10, 2025, alleging claims for failure to pay minimum and overtime wages for all hours worked, provide meal and rest periods, reimburse business expenses, and derivative wage statement, waiting time penalty, and UCL claims. Plaintiff amended the complaint on December 22, 2025 to add a cause of action under PAGA.

14. The same day, Defendant removed the action to bankruptcy court on the ground that the claims asserted included claims that were subject to an October 1, 2023 bankruptcy discharge. To avoid delays associated with the bankruptcy proceedings, Plaintiff amended the

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class period to begin on October 1, 2023, which is reflected in the operative Second Amended Complaint, filed on March 5, 2026.

15. Defendant requested an Early Evaluation Conference regarding the PAGA claims, as provided for under the 2024 PAGA amendments. As this Court had no available judge to conduct the conference, the parties conducted the conference privately thorough an experienced retired judge.

16. Defendant Provident Care, Inc. employs personal care attendants (herein, "In-Home Health Workers") to provide in-home care services to clients in California. Plaintiff alleges that these employees performed direct client care as well as non-caregiving work, including household chores, patient documentation, communications with supervisors and clients, and travel between client locations.

17. Plaintiff worked for Defendant as an hourly, non-exempt In-Home Health Care Worker from approximately June 2024 through August 2025. Her duties included providing in-home care services to clients, assisting with activities of daily living, bathing, meal preparation, housekeeping, monitoring client well-being, maintaining required documentation and equipment, and on rare occasion traveling between client locations. Plaintiff typically worked 7.0 to 7.5 hours per shift, six days per week. On occasion, she worked more than eight hours in a workday, and on one day worked 10.5 hours. As a result, in some workweeks she worked more than 45 hours.

18. Plaintiff alleges that Defendant required In-Home Health Care Workers to perform work for which they were not fully compensated, including during meal breaks. In addition to providing direct care, Plaintiff alleges she was required to complete paperwork and documentation related to patient care, communicate with supervisors and clients by phone, and perform other administrative tasks necessary to her job, which collectively accounted for more than 20% of her workweek.

19. Plaintiff alleges Defendant failed to accurately record and compensate all hours worked. Plaintiff further alleges that employees were routinely required to remain available to management during meal and rest periods and were not provided all meal and rest break premiums required by California law.

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20. Plaintiff also alleges she was not reimbursed for using her vehicle and cell phone for business purposes.

21. The Parties carefully investigated the claims and facts alleged in this action, and their respective counsel made a thorough study of the legal principles applicable to the claims and defenses asserted against Defendant. Before the early evaluation conference, Defendant provided information concerning the number of employees, workweeks and pay periods, a sample of time and pay records, arbitration agreements, Plaintiff's job description, and relevant policies and handbooks.

22. Plaintiff retained counsel with extensive experience in prosecuting wage and hour class actions.

23. The Parties participated in two evaluation sessions before the Honorable Emily Vasquez (Ret.), a retired judge and experienced neutral qualified to serve as a neutral evaluator under Labor Code section 2699.3(f)(12). In advance of the sessions, Class Counsel reviewed Defendant's policies and other documents and prepared a damages model. The sessions took place on June 22, 2026 and July 16, 2026, and resulted in an agreed settlement of the entire Action, subject to Court approval.

24. After additional weeks of arms'-length negotiations, the Parties finalized the terms of the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"). The executed version of the Settlement Agreement is attached as Exhibit 1.

25. Plaintiff recognizes several risks to certification and succeeding on the merits in this action. As a preliminary matter, Provident Care contends that it took reasonable steps to comply with California wage-and-hour laws before and after receiving Plaintiff's PAGA notice, including retaining employment counsel, conducting an audit, updating its handbook and policies, discontinuing rounding, implementing and increasing a cellphone stipend, and reviewing employee classifications and payroll practices.

26. Second, Provident Care contends that most members of the putative Class signed arbitration agreements containing class and collective action waivers, which would prevent those employees from participating in this class action and substantially limit the scope of any potential

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class recovery.

27. Third, Defendant contends that Plaintiff is a "personal attendant" under Wage Order 15. Plaintiff disputes that characterization and contends that she regularly performed non-caregiving duties exceeding 20% of her working time, including household chores, documentation, and driving. Were Defendant to prevail on this issue at trial, Plaintiff's claims for overtime and other wage-and-hour violations could be substantially limited or barred.

28. Further, with respect to Plaintiff's off-the-clock/unpaid wages claim, Defendant would contend that where an employer provides a means to record work time, the employer is entitled to rely on those time records, and is not required to audit other available records to ascertain if any off-the-clock work is occurring.

29. Fourth, with respect to meal and rest break claims, Defendant contends that, because Plaintiff was a "personal attendant" under Wage Order 15, she was not entitled to the meal and rest break requirements that otherwise apply to non-exempt employees. Additionally, damages calculations for rest breaks could present complicated issues, as employees did not have to clock out to take rest breaks, or otherwise record them.

30. Fifth, with respect to Plaintiff's claim for unreimbursed expenses for use of personal cellphone and vehicle for work-related travel, Defendant disputes these claims and asserts that its policies provide for automatic cellphone reimbursement or a cellphone stipend, as well as mileage reimbursement at the prevailing IRS rate for employees who use their personal vehicles to transport clients.

31. Further, to the extent Plaintiff and other Class Members did not seek reimbursement of these expenses, this claim would be susceptible to summary judgment.

32. With respect to wage statement and untimely wages claims, they are derivative of Plaintiff's unpaid time and meal and rest break claims, so if Plaintiff does not prevail on the underlying claims, their derivative claims would also fail. Also, Defendant will likely assert that wages that were not paid cannot form the basis of these derivative claims based on *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1336-37.

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33. It is estimated that the average individual settlement payment will be 2.56 per workweek; or approximately $110 per Class Member (without accounting for the number of workweeks worked).

34. All Settlement Payments are subject to taxation and will be reported to the IRS and state tax authorities. Twenty percent (20%) of each Individual Class Payment will be allocated to the settlement of wage claims and reported on IRS Form W-2, while forty percent (40%) will be allocated to interest and penalties and forty percent (40%) to expense reimbursement, with the latter portions reported on IRS Form 1099. This allocation is based on the nature of the claims asserted, including claims for unreimbursed business expenses and the fact that this matter involves a PAGA cause of action. In allocating a portion of the recovery to penalties interest, the allocation also accounts for the statutory penalties available under Labor Code sections 226 and 203, as well as PAGA. Accordingly, the tax allocation is reasonable. Class Members shall seek their own tax advice regarding the Agreement.

35. Subject to Court approval, up to $50,000 or one-third of the Gross Settlement Amount, may be allocated to attorneys' fees, and up to $15,000 to litigation costs and expenses. Class Counsel will brief the fee application using both methodologies, as cross checks. Any portion of the requested attorneys' fees and costs not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Class Members.

36. Plaintiff approved in writing to the following split of attorneys'; fees: 33.33% of the awarded attorneys' fees will be allocated to Cohelan, Khoury & Singer, 33.33% to The Markham Law Firm, and 33.33% to United Employees Law Group.

37. The Parties have agreed that $15,000, or 10% of the Gross Settlement Amount, will be allocated to PAGA. Of this amount, 65% ($9,750) will be paid to the LWDA, and 35% ($5,250) to Aggrieved Employees. Plaintiff's counsel estimates the PAGA penalties under the Settlement represents nearly 2% (1.9%) of the total potential maximum PAGA penalties for Plaintiff's claims (8,009 pay periods within the applicable statute of limitations *$100 = $800,900 in total unstacked PAGA penalties).

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38. The Parties selected ILYM Group, Inc. as the Settlement Administrator in this action. The Parties obtained bids from three settlement administrators, and ILYM's was a competitive bid.

39. Defendant's records indicate there are 17,700 workweeks worked by 411 Class Members during the Class Period. The average hourly rate for Class Members is $18.19. Based on the analysis of the produced data, Defendant's maximum potential exposure is as follows:

- Unpaid wages/overtime: **$120,714**. Based on her counsel's investigation, Plaintiff believes that class members worked about half an hour off-the-clock every week. Thus, Defendant's exposure for unpaid time is as follows: 17,700 workweeks *$27.28 overtime rate x 0.5 hours = $241,428. However, because Defendant has a strong personal attendant exemption argument, Plaintiff will discount this claim by 50%, resulting in a realistic exposure of $120,714.
- Meal break premiums: **$160,981.50**. Based on investigation, Plaintiff estimates that the net violation rate averages approximately one noncompliant meal periods per workweek, so the exposure is as follows: 17,700 workweeks *1 * $18.19 = $321,963. However, because Defendant's policies provide for meal breaks, and Defendant has a strong personal attendant exemption argument, Plaintiff will discount this claim by 50%, resulting in a realistic exposure of $160,981.50.
- Rest break premiums: **$160,981.50**. Plaintiff estimates that non-exempt employees were unable to take rest breaks once in a workweek, resulting in the following exposure: 17,700 workweeks *1 * $18.19 = $321,963. However, because rest breaks were not recorded, Defendant's policies permit and authorize them, and Defendant has a strong personal attendant exemption argument, Plaintiff will discount this claim by 50%, resulting in a realistic exposure of $160,981.50.
- Unreimbursed expenses: **$94,218.30.** Plaintiff estimates a reasonable reimbursement for cell phone is $20 per month, for the duration of 33.77 months during the Class Period * $20 * 279 employees= $188,436.60). Given the Defendant's position that the Company provided a cell phone stipend to class members, and paid mileage at the IRS rate, Plaintiff's counsel believes this claim should be reduced by 50%, resulting in a realistic exposure of

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$94,218.30.

- Wage statement penalties: **$786,600.** There are approximately 286 employees and 8,009 pay periods during the one-year statute of limitations for this claim. Thus, Defendant's exposure for this claim is as follows: $50 x 286 initial pay periods = $14,300; $100 x 7,723 subsequent pay periods (8,009-286) = $772,300, for a total of $786,600. This does not exceed the maximum $4,000 per employee ($786,600/286 = $2,750).
- Waiting time penalties: **$763,980**. There are approximately 175 former employees within the applicable limitations period. Thus, Plaintiff's counsel estimates Defendant's exposure for this claim is as follows: 8 hours worked daily x 30 days x $18.19 x 175 employees = $763,980.

40. Plaintiff's counsel estimates that Defendant's maximum realistic liability for Plaintiff's direct claims is $536,895.30, and an additional $1,550,580 for Plaintiff's derivative wage statement and waiting time penalties claims, possible only if Plaintiff prevailed on their underlying claims, for a total of $2,087,475.30. Thus, Plaintiff's counsel estimates that the Gross Settlement Amount of $150,000 represents 28% of Defendant's maximum realistic liability for Plaintiff's direct claims, and 7.2% of Defendant's maximum realistic liability for all Plaintiff's claims (without discounting waiting time or wage statement penalties). This result is well within the range of settlements commonly approved by California state and district courts.

41. Without accounting for the length of each Class Member's employment with Provident Care, a Class Member will recover about $110 as a result of the settlement, or approximately $2.56 per workweek. Based on the average hourly rate of $18.19, this amounts to recovery of approximately 6 hours of wages per Class Member.

42. Class Members will receive a portion of the Gross Settlement Amount based on the number of workweeks they worked for Provident Care during the Class Period. This formula is realistic because Class Members' individual recovery is proportionate to the amount of time the Class Members were employed with Defendant.

43. Class Members can be identified and located from Defendant's personnel and payroll records.

44. The Parties agreed on the language of the proposed class notice. The Class Notice

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will summarize the terms of the Settlement Agreement, advise the Class Members of their estimated individual settlement payment, and inform Class Members of their right to object to or exclude themselves from the Settlement within 45 days after the Notice mailing. Because this is the California-only class, and the mailing will occur only in California, 45 days to opt out from or object to the Settlement is sufficient.

45. Further, because Class Members communicated with co-workers and supervisors on a daily basis in English, English-only notice is sufficient.

46. The preliminary approval motion and supporting documents filed with the Court, have been served upon Defendant and provided to the LWDA via the LWDA's website. Attached as Exhibit 2 is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on October 15, 2026 in San Diego, California.



Isam C. Khoury

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") is made by and between Plaintiff Stacey L. Grimson ("Plaintiff") and Provident Care, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant as "Parties", or individually as "Party".

A. DEFINITIONS.

1. "Action" or "Operative Complaint" means Plaintiff's class and representative action lawsuit against Defendant captioned *Grimson v. Provident Care, Inc*., Case No. STK-CV-UOE-2025-0014893, initiated on October 10, 2025, pending in Superior Court of the State of California, County of San Joaquin. The Operative Complaint is the Second Amended Class and Representative Action Complaint, filed on March 5, 2026.

2. "Administrator" means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with Preliminary Approval of the Settlement.

4. "Aggrieved Employees" means all current and former non-exempt In-Home Health Workers, including similar job duties and/or titles of Defendant within the State of California at any time during the PAGA Period.

5. "Class" means all current and former non-exempt In-Home Health Workers, including similar job duties and/or titles, of Defendant within the State of California at any time during the Class Period. It shall be an opt-out class.

6. "Class Counsel" means The Markham Law Firm, Cohelan Khoury & Singer, and United Employees Law Group.

7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

8. "Class Data" means Class Member identifying information in Defendant's possession, including the Class Member's: (a) full name; (b) last-known mailing address; (c) Social Security number; (d) number of Workweeks worked during the Class Period; and (e) number of PAGA Pay Periods worked during the PAGA Period.

9. "Class Member" means a current or former non-exempt employee of Defendant employed as an In-Home Health Worker, including similar job duties and/or titles, within the State of California for the period of time that they were employed as such during the Class Period.

10. "Employee Address Search" means the Administrator's investigation and search for current Class Members' mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address Database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

12. "Class Period" means the period from October 1, 2023 to the date of Preliminary Approval, unless adjusted as provided in Section H. It is the period to which the Participating Class Member Releases of Released Class Claims applies.

13. "Class Representative" means and refers to Stacey L. Grimson, the named Plaintiff in the Operative Complaint.

14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

15. "Court" means the Superior Court of California, County of San Joaquin.

16. "Defendant" means the named defendant Provident Care, Inc.

17. "Defense Counsel" means Michael A. Farbstein and Barbara L. Lyons of Farbstein & Blackman, a Professional Corporation.

18. "Effective Date" means is the date on which the Settlement becomes "Final," which means the date on which both of the following have occurred:

    a. The Court enters a Judgment on its Final Approval Order; and

    b. The Judgment is final. The Judgment will be final as of the last of the following occurrences:

        (i) If no Participating Class Member objects to the Settlement, or if all objections have been withdrawn, the day the Court enters its Judgment;

        (ii) If any Participating Class Member objects to the Settlement (which is not withdrawn) but does not file a notice of appeal within sixty (60) days after entry of the Judgment, the sixty-first (61st) day after entry of the Judgment; and

        (iii) If there is a timely appeal from the Judgment, the day after the appellate court affirms the Judgment and issues a remittitur.

19. "Final Approval Order" means the Court's order granting final approval of the Settlement.

20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

21. "Gross Settlement Amount" means $150,000.00, which except as provided in Section H is the total amount Defendant agrees to pay under this Agreement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, Individual Class Payments, and the employer share of payroll taxes on the wage portion of each Individual Class Payment.

22. "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

25. "LWDA" means the California Labor and Workforce Development Agency.

26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments and credits in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; (f) LWDA PAGA Payment, and (g) Employer Payroll Taxes. The remainder is to be paid to Participating Class Members as Individual Class Payments.

28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq*.).

30. "PAGA Notices" means Plaintiff's letters sent to the LWDA and Defendant on October 15, 2025 and December 12, 2025, providing notice pursuant to Labor Code section 2699.3, subd. (a).

31. "PAGA Pay Period" means any two-week pay period during the PAGA Period in which an Aggrieved Employee worked for Defendant on at least one (1) day.

32. "PAGA Period" means the period from October 15, 2024, to the date of Preliminary Approval.

33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and the thirty-five percent (35%) to the Aggrieved Employees in settlement of PAGA claims.

34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

35. "Plaintiff" means Stacey L. Grimson, the named Plaintiff in the Action.

36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

37. "Released Class Claims" means the claims being released as described in Section E.2. below.

38. "Released PAGA Claims" means the claims being released as described in Section E.3, below.

39. "Released Parties" means Defendant and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives.

40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement as provided in Section G.5.a.

41. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline will be extended an additional fourteen (14) calendar days from the date of re-mailing, even if this results in an extension of the otherwise applicable 45-day Response Deadline.

42. "Settlement" means the disposition of the Action and LWDA Notices effected by this Settlement Agreement and the Judgment.

43. "Workweek" means any week within the Class Period during which a Class Member worked for Defendant on at least one (1) day and qualified as a Class Member.

B. RECITALS.

1. On October 15, 2025, and as amended on December 22, 2025, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting their contentions.

2. On October 9, 2025, Plaintiff filed a class action Complaint alleging causes of action against Defendant for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 1194, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal.

Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.).

3. On December 22, 2025, Plaintiff filed a First Amended Complaint adding a claim for PAGA penalties based upon the alleged Labor Code violations identified in the PAGA Notices.

4. On March 5, 2026, Plaintiff filed a Second Amended Complaint (the Operative Complaint), following the Parties' stipulation to modify the class period to begin on October 1, 2023, after the bankruptcy discharge period applicable to Defendant.

5. After engaging in briefing and an exchange of information supporting each Party's claims and position, the Parties attended two rounds of Early Neutral Evaluation (ENE) conferences with Hon. Emily Vasquez (Ret.), a retired judge and reputable neutral qualified to serve as neutral evaluator (Lab. Code, § 2699.3(f)(12)) whom the Parties mutually selected to serve in that capacity. Those ENE sessions took place on June 22, 2026 and July 16, 2026 and resulted in an agreed mediated settlement of the entire Action, subject to the Court's approval.

6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

7. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to its policies, practices, and procedures regarding classification of class members and their job duties, composition of the class, paying non-exempt employees for all hours worked, including overtime, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiff also reviewed time records, care records and logs, pay records and wage statements, and information relating to the size and scope of the Action. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

8. The Court has not granted class certification.

9. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Except as provided in Section H, Defendant promises to pay $150,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any

claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments and credits from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

    a. To Plaintiff: The Class Representative Service Payment of no more than $15,000 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendant will not oppose Plaintiff's request for the Class Representative Service Payment if it does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Representative Service Payment in an amount less than requested shall not be grounds for Plaintiff or Class Counsel to file an appeal. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

    b. To Class Counsel: A Class Counsel Fees Payment of no more than $50,000 (1/3 of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of no more than $15,000. Defendant will not oppose requests for these payments if they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment in an amount less than requested shall not be grounds for Plaintiff or Class Counsel to file an appeal. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

c. To the Administrator: An Administration Expenses Payment not to exceed $8,900 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than $8,900, the Administrator will allocate the remainder to the Net Settlement Amount.

d. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

    i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties and forty percent (40%) allocated to the settlement of claims for expense reimbursement ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on their Individual Class Payments.

    ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

e. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of $15,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which ($9,750) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($5,250) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

    i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties ($9,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment.

    ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there were approximately 279 Class Members who worked a total of approximately 16,892 Workweeks during the period from October 1, 2023 through July 25, 2026.

2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount of $150,000.00 in installments set forth as follows: (a) $50,000.00 (the "First Installment") shall be deposited with the Administrator on or before the later of (i) 10 calendar days after the Effective Date or (ii) January 4, 2027; (b) $50,000.000 (the "Second Installment") shall be deposited with the Administrator on or before January 3, 2028 or if the Effective Date has not yet passed, within 14 days after the Effective Date; and (c) the final installment (either $50,000 installment or the remaining portion of the Gross Settlement as adjusted pursuant to Section H) (the "Final Installment") shall be deposited with the Administrator on or before September 1, 2028. The Settlement will be considered fully funded upon the payment of the Final Installment.

3. Payments from the First Installment. The Administrator shall deduct 1/3 of the Administrative Expense Payment from the First Installment, pay the Class Representative Service Payment, and shall allocate the remainder *pro rata* among the Individual Class Payments and the associated share of employer payroll taxes, and the Individual PAGA Payments. The Administrator shall distribute those sums to the respective payees within 14 calendar days after receiving the First Installment.

4. Payments from the Second Installment. The Administrator shall deduct 1/3 of the Administrative Expense Payment from the Second Installment and within fourteen (14) calendar days after receiving the Second Installment shall distribute the remaining *pro rata* portions of the Individual Class Payments (together with the employer's share of payroll taxes), and the Individual PAGA Payments to the respective payees and shall make the LWDA PAGA Payment. Any remaining sums shall be paid to Class Counsel as Class Counsel Litigation Expenses.

5. Payments from the Third Installment. The Administrator shall deduct the final 1/3 of the Administrative Expense Payment from the Third Installment. Within fourteen (14) calendar days after receiving the Third Installment, the Administrator shall distribute the Class Counsel Fees Payment and Class Counsel Litigation Expenses, if any, and any other residue not paid from the two prior installments.

6. Payment Deadline / Late Payments. Each Installment shall be paid by Defendant to the Administrator on or before the applicable payment date set forth in this Agreement. Time is of the essence with respect to Defendant's payment obligations. If Defendant fails to timely fund any Installment, any amount not timely paid shall accrue interest at the rate of seven percent (7%) per annum from the date it was due until paid in full.

7. Payment Process; Returned Checks; Disposition of Uncashed Check Funds.

    a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.

    b. The Administrator must conduct an Employee Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Employee Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.

    c. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

8. No Further Obligations of Defendant Following Payment of the Gross Settlement. The payment of the Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff or any Class Member may be entitled under any benefit plans.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Class Members, Aggrieved Employees, State of California and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff's Release. As of the Effective Date, subject to Defendant's full performance of this Settlement, and in consideration for and dependent on her receipt of such Class Representative Service Payment as the Court may order, Plaintiff and her former and

present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from any and all claims, known and unknown, asserted and unasserted, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation while an employee of Defendant. Plaintiff's Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to, Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802 and any federal counterparts, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.,* any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, prejudgment interest, past and future medical expenses, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, failure to accommodate, failure to engage in a good faith interactive process and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), Labor Code § 1102.5 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

For clarity, this release does not apply to vested employment benefits, such as 401k, and any other claims that cannot be released as a matter of law, such as disability or workers' compensation, nor to any claims that arise after execution of this Agreement.

Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party**.

2. Released Class Claims. As of the Effective Date, subject to Defendant's full performance of this Settlement, each all Participating Class Member, on behalf of themself and their former and present representatives, agents, attorneys, heirs, spouses, executors, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and that occurred during the Class Period, including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.,* any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

   Participating Class Members, other than the Plaintiff, do not release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on acts or omissions outside the Class Period.

3. Release by Plaintiff, Aggrieved Employees and the State of California. As of the Effective Date, subject to Defendant's full performance of this Settlement, each Aggrieved Employee, the State of California, and the LWDA will be deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, spouses, executors, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaints and PAGA Notice that occurred during the PAGA Period including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.,* 2699, *et seq*., 2800-2802; California Code of Regulations, Title 8, section 11000, *et seq.*; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure § 1021.5 and the

applicable Industrial Welfare Commission Orders, and all other claims for civil penalties that could have been sought by the Labor Commissioner based on the facts alleged in the PAGA Notices, or either of them.

The Released PAGA Claims do not release any class claims or any Aggrieved Employees individual claims, other than Plaintiff, for wages or any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiff's Responsibilities. Within twenty-eight (28) days after full execution of this Settlement Agreement by both Parties, Class Counsel shall file a motion for preliminary approval with the Court. To effectuate this provision, within fourteen (14) calendar days after full execution of this Settlement Agreement Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (a) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) a draft proposed of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (d) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (e) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)) and Class Notice; and (f) all facts relevant to any actual or potential conflict of interest with the Class Members and Administrator. In their declarations, Plaintiff and Class Counsel shall also aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense Counsel will review the proposed moving papers and provide Class Counsel with their comments within six (6) court days after receiving the same. Defendant will be responsible for timely providing a declaration and information to the Court regarding installment payment structure, as the Court requires.

    a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to

be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payments shall not operate to terminate or cancel this Agreement.

b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

c. Defendant agrees it will not oppose Plaintiff's Motion for Preliminary Approval, nor any supporting documents filed in support of the Motion, so long as the motion or supporting document is consistent with the terms of this Settlement Agreement and Class Counsel has been provided a review copy of the moving papers as provided hereinabove.

2. Responsibilities of Counsel. Class Counsel is responsible for filing the Motion for Preliminary Approval and providing all required notices to the LWDA. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to amend this Agreement to satisfy the Court's concerns insofar as they may do so consistent with their mutual intent in entering into this Settlement.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to Class Members.

a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Employee Address Search, and remail the Class Notice to the most current address obtained.

e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days for all Class Members whose notice is remailed, even if this results in an extension of the otherwise applicable 45-day Response Deadline. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.

f. If the Administrator follows the procedures set forth above and/or any other procedures ordered by the Court, the Settlement Notice will be deemed to be adequately provided to all Class Members. If despite the Administrator's following those procedures a Class Member does not receive the Settlement Notice, the intended recipient shall remain a Class Member and will be deemed a Participating Class Member unless he or she submits a valid Opt-Out Request within the time specified in the Settlement Notice.

g. If on or before the Final Approval Hearing date the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

a. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) a simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator shall mail notification of the deficiency to the Class Member and may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2 of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.

d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

e. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and LWDA, the Parties agree that no Aggrieved Employee (including

Plaintiff) has the right to object to the PAGA portion of the Settlement or exclude himself or herself from the release of clams set forth in Section E.3 of this Settlement regardless of whether the Aggrieved Employee cashes any payment received as a result of this Settlement.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

   a. On or before the Response Deadline, a Class Member may challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice as provided in Section G.6.b, below.

   b. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge.

   c. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

   a. Only Participating Class Members may object to the Class settlement provisions of this Settlement, including contesting the fairness of the Gross Settlement Amount, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

   b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. To be valid, the written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any facts that support the objection; and (iv) include the Class Member's full name, present address, email address or telephone number, and (v) the unique Notice Identification Number stated on the Class Notice sent to the Class Member. A Participating Class Member who elects to send a written objection to the Administrator must do so within the Response Period.

   c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

d. Aggrieved Employees have no right to object to the PAGA portion of the Settlement and shall be bound by the release of Released PAGA Claims set forth in Section E.3 of this Agreement.

8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

a. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

b. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Administrator shall also provide a list to Class Counsel of the total number of valid and invalid Requests for Exclusion (with no Class Member names or personally identifying information).

c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion.

d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

e. Administrator's Declaration. No later than sixteen (16) court days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance

with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; and the (v) total number of Requests for Exclusion from Settlement it received (both valid or invalid). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

f. Final Report by Administrator. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period is more than ten percent (10%) greater than 16,892 workweeks (*i.e.*, more than 18,582 Workweeks), and so long as Class Counsel have met all deadlines for drafting and filing the Preliminary Approval Motion under Section F.1, then Defendant at their exclusive discretion shall either (1) end the Class Period on the date on which the total number of Workweeks is not more than 18,581, or (2) increase the Gross Settlement Amount proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). Under the first option no additional payment is necessary. In addition, any delay in filing the Preliminary Approval Motion other than through Defense Counsel's failure to timely submit comments will reduce, on a day-to-day basis, the number of days by which the Class Period may be shortened under the first option. If Defendant elects the second option, the sum by which the Gross Settlement increases will be added to the third and final installment payment hereunder.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (ten percent) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying all court-approved Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than ten (10) business days after the Claims Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Class Claims and Released PAGA Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercise its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section G.5; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment and/or any Class Representative Service Payment shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in

furtherance of this Settlement Agreement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to try to obtain preliminary and/or Final Approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

K. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment. (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will meet and confer in person or by telephone, and in good faith, to try to resolve any disagreements concerning the Motion for Final Approval.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Actions. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution and the Parties will bear their own attorneys' fees and other costs incurred.

3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall expeditiously try to work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

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

M. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Among other controversies, Defendant disputes that it is liable under any theory stated in the PAGA Notices and/or the Operative Complaint, in that Plaintiff Grimson was exclusively a residential "personal attendant" as that term is defined in Wage Order No. 15, was not eligible for meal periods or rest breaks, was paid all overtime owed to her under the Domestic Worker Bill of Rights, and received a stipend to reimburse her any reasonable expenses for using her personal cellular phone in carrying out her duties for Defendant. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement or to support a defense of

res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel agree, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff and Class Counsel separately agree not to publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes, and/or in publication materials generally available to the public. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or any counsel declarations showing class counsel adequacy filed in other matters.

3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not solicited will not solicit any Class Member to opt out of or object to the Settlement or to appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement and understanding between the Parties relating to the Agreement, superseding any and all prior written or oral, express or implied understandings, negotiations, discussions, representations, warranties, covenants, memoranda of understanding, or inducements made to or by any Party.

5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become

necessary to implement the Settlement Agreement, the Parties may seek the assistance of the mediator and/or the Court to try for resolution.

6. Enforcement Action. In the event that any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement action.

7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.

13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered into during the Actions and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.

16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the early evaluation conference, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

17. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or state or federal legal holiday, such date or deadline shall be on the first business day thereafter.

19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement. Plaintiff, and not Plaintiff's representative(s), must personally execute this Settlement Agreement.

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

21. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

22. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

23. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David R. Markham (SBN 71814)
dmarkham@markham-law.com
Lisa R. Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
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To Defendant:

Michael A. Farbstein
Barbara L. Lyons
Farbstein & Blackman
A Professional Corporation
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San Mateo, CA 94402
(650) 554-6200 (Office)
maf@farbstein.com
bll@farbstein.com with a copy to
stf@farbstein.com

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

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

26. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and

that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

27. Acknowledgement that the Settlement is Fair and Reasonable. The Parties have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

28. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

The Settlement Agreement consists of 25 pages, exclusive of signatures.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: 9/17/2026

Signed by:
C76EFD226F1943B...

Stacey L. Grimson

Dated: 09/18/2026

The Markham Law Firm [Approving as to Form Only]

By: _____
David R. Markham, Esq.
Lisa R. Brevard, Esq.

Dated: 9/17/2026

Cohelan Khoury & Singer [Approving as to Form Only]

By: _____
Isam C. Khoury, Esq.
Maggie K. Realin, Esq.

Dated: 09/18/2026

United Employees Law Group [Approving as to Form Only]

By: _____
Walter L. Haines, Esq.

Attorneys for Plaintiff

Dated: _____

Provident Care, Inc.

By: _____
Robin Conley, R.N., CEO

Dated: _____

Farbstein & Blackman, A Professional Corporation [Approving as to Form Only]

By: _____
Barbara L. Lyons, Esq.

Attorneys for Defendant

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____ _____
Stacey L. Grimson

Dated: _____ **The Markham Law Firm [Approving as to Form Only]**

By: _____
David R. Markham, Esq.
Lisa R. Brevard, Esq.

Dated: _____ **Cohelan Khoury & Singer [Approving as to Form Only]**

By: _____
Isam C. Khoury, Esq.
Maggie K. Realin, Esq.

Dated: _____ **United Employees Law Group [Approving as to Form Only]**

By: _____
Walter L. Haines, Esq.

Attorneys for Plaintiff

Dated: 9/14/26 **Provident Care, Inc.**

By: Robin Conley RN
Robin Conley, R.N., CEO

Dated: September 15, 2026 **Farbstein & Blackman, A Professional Corporation [Approving as to Form Only]**

By: Barbara L Lyons
Barbara L. Lyons, Esq.

Attorneys for Defendant

EXHIBIT A

Grimson v. Provident Care, Inc., Case No. STK-CV-UOE-2025-0014893
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT

The San Joaquin County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

To: Any individual who is a current or former In-Home Health Worker, including similar job duties and/or titles, employed by Provident Care, Inc. in California at any time from October 1, 2023 to [date of preliminary approval] ("Class Members").

You may be eligible to receive money from a class action lawsuit filed by Stacey L. Grimson ("Plaintiff") or "Class Representative") against Defendant Provident Care, Inc. ("Defendant") for alleged violations of the California Labor Code and Business and Professions Code (the "Action"). Plaintiff and Defendant shall be collectively referred to as the "Parties." Defendant denies all claims in the Action.

On [DATE], the Honorable Blanca Bañuelos of the San Joaquin County Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendant's records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement**. All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to the State of California Office of the Controller Unclaimed Property Fund in the Class Members' name(s).

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department 10B of the San Joaquin County Superior Court located at 180 E. Weber Ave., Courtroom 10, Stockton, CA 95202. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court's virtual appearance platform.

SUMMARY OF THE LITIGATION

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members; and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former non-exempt In-Home Health Workers including similar job duties and/or titles [Class Members] who have been employed by Defendant between October 15, 2024 and [date of preliminary approval] ("PAGA Period").

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 65% to the LWDA and 35% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the Class, The Markham Law Firm, Cohelan Khoury & Singer and United Employees Law Group ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, the Parties have reached a compromise. Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action.

SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $150,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) service payment to the Plaintiff Stacey L. Grimson as the class representative in the amount not to exceed $15,000, (3) up to $50,000 in attorneys' fees and up to $15,000 in litigation costs and expenses; (4) a $15,000 PAGA payment, 65% of which ($9,750) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments ($5,250) to Aggrieved Employees based on their PAGA Pay Periods, (5) reasonable Settlement Administrator's fees and expenses currently estimated at $8,900, and (6) the employer share of payroll taxes, estimated at $ $859.33.. After deducting the Class Representative's Service Award, attorneys' fees and costs, the payment to the LWDA, the Settlement Administrator's fees and expenses, and the employer share of payroll taxes a total of approximately $45,240.67 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

Calculations and Data Points for Estimated Individual Class and PAGA Payments	
Weeks Worked during Class Period	***Estimated* Individual Class Payment**
INSERT	INSERT
PAGA Pay Periods during PAGA Period	***Estimated* Individual PAGA Payment**
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you didn't perform work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks and/or PAGA Pay Periods during the periods shown in the chart above, you can submit a challenge by [DATE] ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR OPTIONS UNDER THE SETTLEMENT

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in **Section 3 below**.
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may "opt out" of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [DATE] (see **Section 6** below for more details on how to opt out). If you opt

	out, you will no longer be a participating Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. **You cannot opt out of the PAGA portion of the proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See **Section 6** of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims, you must submit an Objection stating why you object to the settlement by [DATE] (see **Section 7** for more details on how to object). Please note you may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in **Section 7**.
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or PAGA Pay Periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to ILYM Group, Inc. (the "Settlement Administrator"), a third party responsible for sending this Notice (see **Section 4** for more details on how to submit a Dispute). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks and/or PAGA Pay Periods you believe you should be credited.

1. WHAT IS THIS ACTION ABOUT?

Plaintiff alleges that Defendant violated California labor laws due to the alleged: failure to pay all wages due, including regular, minimum, and overtime wages, meal and rest period violations, failure to maintain accurate employment records, wage statement violations, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

All Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Defendants Will Pay $150,000.00 as the "Gross Settlement Amount." Defendant will deposit, in three equal installment payments of $50,000 each, the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiff's Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, the Employer Payroll Taxes and PAGA Penalties to be paid to the LWDA.

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

    - Individual settlement payments to all Participating Class Members.

- Service Payment to Plaintiff Stacey L. Grimson as the class representative in an amount not to exceed $15,000

- Up to $50,000 to Class Counsel in attorneys' fees and up to $15,000 in litigation costs and expenses.

- Up to $15,000 for PAGA Penalties, 65% of which ($9,750) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments ($5,250) to Aggrieved Employees based on their PAGA Pay Periods.

- Approximately $8,900 to the Settlement Administrator for administering the settlement.

- Employer payroll taxes estimated to be $859.33.

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

- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total weeks worked during the Class Period.

- Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Forty percent (40%) of each Individual Class Payment will be allocated to the settlement of claims for penalties and interest, and forty percent (40%) will be allocated to the settlement of claims for expense reimbursement ("Non-Wage Portion"). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.

- The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

- Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process any Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Workweeks and/or PAGA Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The

Settlement Administrator's contact information is contained in Section 9 of this Notice.

- Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will fully release the claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you will release the "Released Parties" (which means "Defendant and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives") based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

  The Participating Class Members will be bound by the following release during the Class Period (the "Released Class Claims"):

  > All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period, including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, et seq., any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.)

  After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the "Released PAGA Claims" defined as the following:

  > All Participating and Non-Participating Class Members, who are Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that occurred during the PAGA Period including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, et seq., 2800-2802; California Code of Regulations, Title 8, section 11000, et seq.; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure § 1021.5 and the applicable Industrial Welfare Commission Orders. and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letters to the LWDA.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of

workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' Weeks Worked.

- Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $5,250 by the total number of PAGA Pay Periods for all Aggrieved Employees, and b) multiplying the result by the number of PAGA Pay Periods for each individual Aggrieved Employee during the PAGA Period.

- Disputing Weeks and/or PAGA Pay Periods Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 2 of this Notice. You have until [DATE] (the "Response Deadline") to dispute the number of Workweeks and/or PAGA Pay Periods credited to you by submitting evidence to the Settlement Administrator via fax, email, or mail. Section 9 of this Notice has the Settlement Administrator's contact information.

  You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendant's records are inaccurate on or before the Response Deadline.

5. HOW WILL I GET PAID?

- Individual Class and PAGA payments will be paid by check that shall be made payable to each Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.

- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.

- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion," which must include your full name, present address, email address or telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Released Class Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Grimson v. Provident Care, Inc.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by _____ (the "Response Deadline") via fax, email, or mail, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.

- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, present address, email address or telephone number,

and signature, as well as the case name and number (*Grimson v. Provident Care, Inc.*, Case No. STK-CV-UOE-2025-0014893), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator via fax, email, or mail, **postmarked** on or before _____. Section 9 of the Notice has the Settlement Administrator's contact information. You may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in this section.

- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

- On _____, at ____ a.m./p.m., the Court will hold a public hearing in Department 10B of the Superior Court for the State of California, County of San Joaquin, 180 E. Weber Ave., Courtroom 10, Stockton, CA 95202, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service payment. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

Administrator	Class Counsel
ILYM Group, Inc. Mailing Address Telephone Number Fax Email	**THE MARKHAM LAW FIRM** David R. Markham (SBN 71814) dmarkham@markham-law.com Lisa R. Brevard (SBN 323391) lbrevard@markham-law.com 888 Prospect Street, Suite 200 La Jolla, CA 92037 Telephone: (619) 399-3995 Facsimile: (619) 323-1684 **COHELAN KHOURY & SINGER** Isam C. Khoury (SBN 58759) ikhoury@ckslaw.com Maggie K. Realin (SBN 263639)

	mrealin@ckslaw.com 605 C St., Ste. 200 San Diego, CA 92101 Telephone: (619) 595-3001 Facsimile: (619) 595-3000

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of _____ in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Office of the Clerk, San Joaquin County Superior Court, located _____ or online at: _____.

- **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT 2