

JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Settlement Agreement,” or “Agreement”) is entered into by Plaintiffs Gerald Blythe Rayford and Joshonda Brown (“Plaintiffs” collectively) on the one hand, and Defendant AbleLight Inc. (“Defendant”), on the other (collectively, Plaintiff and Defendant are referred to as the “Parties”).

WHEREAS, on May 9, 2023, Plaintiffs provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that were allegedly violated (the “LWDA Letter”);

WHEREAS, on May 12, 2023, Plaintiffs filed a Class Action Complaint for Damages initiating the action entitled *Gerald Blythe Rayford v. AbleLight, Inc., et al.*, Sacramento County Superior Court, Case No. 23CV001488 (the “Action”);

WHEREAS, on August 17, 2023, Plaintiffs filed a First Amended Class and Representative Action Complaint (“First Amended Complaint”) in the Action, which, *inter alia*, added a cause of action under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);

WHEREAS, on December 1, 2023, the Parties participated in a full-day mediation with mediator Steve Rottman, and reached a settlement of all claims in the Action memorialized in an executed Memorandum of Understanding (“MOU”);

WHEREAS, prior to mediation, Plaintiffs obtained from Defendants, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written policies, employee handbooks in effect during the relevant period, Plaintiff’s complete personnel file, and a sample of time and corresponding payroll records for Class Members and Aggrieved Employees, which was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 (“*Dunk/Kullar*”);

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle the Action, Released Class Claims, and Released PAGA Claims (as defined herein);

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

I. DEFINITIONS

The terms defined above shall have the meanings therein given, for all purposes in this Settlement, including in any exhibits hereto. The following defined terms used in this Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. “Agreement”, “Settlement”, “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement and Release.

2. Aggrieved Employees. “Aggrieved Employees” means all Defendant’s current and former non-exempt employees, including individuals classified as independent contractor home caregivers, or similar positions, in the state of California during the PAGA Period.

3. Aggrieved Employee Amount. “Aggrieved Employee Amount” means the twenty-five percent (25%) portion of the PAGA Penalties, or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), to be distributed to Aggrieved Employees on a *pro rata* basis based on their Pay Periods during the PAGA Period.

4. Class. “Class” or “Class Members” means all Defendant’s current and former non-exempt employees, including individuals classified as independent contractor home caregivers, or similar positions, in the state of California during the Class Period.

5. Class Certification. “Class Certification” means certification of the Class pursuant to Cal. Code Civ. Proc. § 382 and other applicable law, for purposes of this Settlement only, without prejudice to Defendant’s ability to oppose or otherwise challenge such certification, except that Defendant shall not so oppose or otherwise challenge such certification for purposes of performing Defendant’s duties under this Settlement, which include to make all reasonable

efforts to give such Settlement full force and effect.

6. Class Counsel. “Class Counsel” refers collectively to: Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of MOON LAW GROUP, PC of 1055 West Seventh Street, Suite 1880, Los Angeles, CA 90017.

7. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” means an amount of thirty-three and one-third percent (33 and 1/3%) of the Gross Settlement Amount in attorneys’ fees, subject to Court approval, in addition to reimbursement of actual costs and expenses incurred by Class Counsel related to the Action, as supported by declaration, with those costs and expenses not to exceed \$25,000. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified Settlement Fund by the Settlement Administrator. Such payment of Class Counsel Fees and Costs shall be deemed to be full satisfaction of any obligations by Defendant to pay any attorney fees and attorney costs to Plaintiffs, Class Members, and/or Class Counsel in relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*. Any portion of the Class Counsel Fees and Costs not awarded to Class Counsel shall be part of the Net Settlement Amount for the benefit of Settlement Class Members.

8. Class List. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and confidentially provide to the Settlement Administrator. The Class List will include each Class Member’s last-known full name, mailing address, Social Security number, dates worked as a non-exempt employee or independent contractor home caregiver, or similar positions, in the state of California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

9. Class Notice. “Class Notice” means the Notice of Class Action Settlement to Class Members pursuant to California Rules of Court Rule 3.766, substantially in the form indicated in **Exhibit “A”** hereto, to be distributed by the Settlement Administrator to the Class, subject to Court approval, in accordance with Section II.5 below.

10. Class Period. “Class Period” refers to the time period from June 2, 2018 through the Date of Preliminary Approval, subject to Section II.15 below.

11. Class Settlement. “Class Settlement” means the settlement and resolution of all Released Class Claims.

12. Court. “Court” refers to the Superior Court of the State of California for the County of Sacramento.

13. Date of Preliminary Approval. “Date of Preliminary Approval” means the date on which the Court signs and enters its order granting Preliminary Approval.

14. Defendant’s Counsel. “Defendant’s Counsel,” “Defense Counsel,” or “Counsel for Defendant” shall mean Fisher & Phillips LLP, One Montgomery Street, Suite 3400, San Francisco, California 94104, and the attorneys in such firm including Nathan K. Low (State Bar No. 299587), Jason P. Brown (State Bar No. 266472), and Hyunki (John) Jung (State Bar No. 318887).

15. Effective Date. “Effective Date” shall mean the date on which all of the following have occurred:

- (a) Full execution of this Agreement by all Parties, and expiration of any applicable revocable periods related to such signatures;
- (b) Entry by the Court of Preliminary Approval;
- (c) Receipt by Defendant’s Counsel of written notice of such entry of Preliminary Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or Defendant’s express waiver of such notice;
- (d) The Court setting and conducting a Final Approval Hearing pursuant to California Rules of Court Rule 3.769(g);
- (e) Entry by the Court of the Final Approval Order and Judgment;
- (f) Service by Plaintiffs of written notice of such entry of Final Approval Order and Judgment, or Defendant’s express waiver of such notice;

(g) Final Approval has become Final. For purposes of this provision, “Final” means:

- i. if no objections are made to the Class Settlement and/or are made to the Class Settlement and withdrawn, the date the Court enters the Final Approval Order and Judgment pursuant to California Rules of Court Rule 3.769(h);
- ii. if any objections are made to the Class Settlement and not withdrawn, and if no rehearing, reconsideration, or appellate review is sought from or with respect to the Final Approval Order and Judgment, the sixty-first (61st) day after entry of the Final Approval Order and Judgment; and
- iii. if rehearing, reconsideration, and/or appellate review of the Final Approval Order and Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired, and the Final Approval Order and Judgment has not been modified, amended, or reversed in any way.

16. Final Approval. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

17. Final Approval Order and Judgment. “Final Approval Order and Judgment” means an order of the Court finally approving this Settlement pursuant to California Rules of Court Rule 3.769 and granting Class Certification.

18. Final Approval Hearing. “Final Approval Hearing” means the hearing on a motion for Final Approval, scheduled and conducted pursuant to California Rules of Court Rule 3.769.

19. Gross Settlement Amount. “Gross Settlement Amount” means the amount Defendant shall pay as a consequence of this Settlement, which is One Million Four Hundred Eighty Thousand Dollars and Zero Cents (\$1,480,000.00), subject to increase pursuant to Section II.15 below.

20. Individual Class Settlement Payment. “Individual Class Settlement Payment” means the net payment of a Settlement Class Member’s Individual Class Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Settlement Share.

21. Individual Class Settlement Share. “Individual Class Settlement Share” means the share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement.

22. Individual PAGA Payment. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee is eligible to receive for the PAGA Settlement.

23. LWDA. “LWDA” means the California Labor and Workforce Development Agency.

24. LWDA Payment. “LWDA Payment” shall mean the amount payable to the LWDA, which shall be Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). This amount shall be deemed to be seventy-five percent (75%) of the PAGA Penalties.

25. Named Plaintiffs or Plaintiffs. “Named Plaintiffs” or “Plaintiffs” means Plaintiff Gerald Blythe Rayford and Plaintiff Joshonda Brown.

26. Net Settlement Amount. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount minus (a) Settlement Administration Costs, (b) Class Counsel Fees and Costs, (c) PAGA Penalties, and (d) Service Award.

27. Objection. “Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b)

contain the objector's full name, signature, address, telephone number, and last four digits of Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

28. Opt-Out Request. "Opt-Out Request" means a written request for exclusion from the Class Settlement submitted by a Class Member, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

29. PAGA. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

30. PAGA Pay Periods. "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee performed work for Defendant as a non-exempt employee or an employee hired and/or classified as independent contractor, or similar positions, in the State of California during the PAGA Period.

31. PAGA Pay Period Calculation. "PAGA Pay Periods" will be calculated by the Settlement Administrator, based on Aggrieved Employees' pay periods worked during the PAGA Period as a non-exempt employee of Defendant or an employee hired and/or classified as an independent contractor, or similar positions, by Defendant in the State of California.

32. PAGA Penalties. "PAGA Penalties" means the allocation of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement Amount for the settlement and resolution of the Released PAGA Claims (i.e., PAGA Settlement). Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties, or Seventy-Five Thousand Dollars

and Zero Cents (\$75,000.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining twenty-five percent (25%), or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), will be distributed to Aggrieved Employees on a *pro rata* basis based on their Pay Periods during the PAGA Period (i.e., the Aggrieved Employee Amount).

33. PAGA Period. “PAGA Period” refers to the time period from June 2, 2021 through the Date of Preliminary Approval, subject to Section II.15.

34. PAGA Settlement. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

35. Party. “Party” means, individually, one of the Parties, and each of them.

36. Preliminary Approval. “Preliminary Approval” means entry of an order of the Court preliminarily approving this Settlement pursuant to California Rules of Court Rule 3.769, granting conditional Class Certification for purposes of the Settlement, certifying Class Counsel, approving the form of the Class Notice, and scheduling a Final Approval Hearing.

37. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” means the Qualified Settlement Fund to be established by the Settlement Administrator for the funding and disbursement of the Gross Settlement Amount.

38. Released Class Claims. “Released Class Claims” means any and all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against Released Parties, asserted in the Operative Complaint or any other claims that reasonably could have been asserted in the Operative Complaint based on the facts therein alleged, arising during the Class Period, including but not limited to claims arising from alleged failure to pay unpaid wages, minimum wages, regular wages, and overtime and double time wages; failure to provide meal periods and associated premium pay; failure to provide rest periods and associated premium pay; failure to timely pay wages upon termination of employment; failure to timely pay wages during employment; failure to provide compliant wage statements; failure to maintain accurate payroll records; failure to reimburse necessary business-related expenses; and unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* based

on the aforementioned.

39. Released PAGA Claims. “Released PAGA Claims” means any and all claims for civil penalties against Released Parties asserted in the Operative Complaint or any other claims for civil penalties against Released Parties that reasonably could have been asserted in the Operative Complaint based on the facts therein alleged, under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, arising during the PAGA Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, and overtime and double time wages; meal and rest period violations; untimely payment of wages; separation pay violations; wage statement violations; and unpaid reimbursements and expenses.

40. Released Parties. “Released Parties” means Defendant AbleLight Inc., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

41. Response Deadline. “Response Deadline” means the deadline by which Class Members must submit an Opt-Out Request, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the date of initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the original Response Deadline.

42. Service Award. “Service Award” means the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid to each Named Plaintiff in recognition of their effort and work in prosecuting the Action on behalf of Class Members, the State of California, and Aggrieved Employees. The Service Award, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other payment Plaintiffs may be

eligible to receive under the Settlement, e.g., the Individual Class Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for their Service Award, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court approve a Service Award in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Service Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

43. Settlement Administrator. “Settlement Administrator” means Phoenix Class Action Settlement Administration, the third-party class action settlement administrator agreed to by the Parties, as approved by the Court, for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

44. Settlement Administration Costs. “Settlement Administration Costs” means the reasonable costs of administration of the Settlement and distribution of payments under the Settlement to be paid to the Settlement Administrator, which is currently estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating, printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to Court approval. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in

fact awarded or required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

45. Settlement Class Members. “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a timely and valid Opt-Out Request.

46. Void *Ab Initio*. “Void *Ab Initio*” shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the following having occurred: (a) the Court has so ordered; (b) any of the Parties have materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

47. Workweeks. “Workweeks” means the number of weeks each Class Member performed work for Defendant as a non-exempt employee or an employee hired and/or classified as independent contractor, or similar positions, in the State of California during the Class Period.

48. Workweeks Calculation. “Workweeks” will be calculated by the Settlement Administrator, based on Class Members’ dates worked during the Class Period as a non-exempt employee of Defendant or an employee hired and/or classified as an independent contractor, or similar positions, by Defendant in the State of California, as any week worked by a Class Member for Defendant during the period of seven (7) calendar days, commencing with Sunday at 12:00 a.m.

49. Workweeks Dispute. “Workweeks Dispute” means a written letter by a Class

Member disputing the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their Class Notices. A Workweeks Dispute must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four digits of the Social Security number of the disputing Class Member; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

II. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the Settlement shall be as follows:

1. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to which they or the Class would be entitled if the Action were to be further litigated. Defendant does not stipulate that, should the Actions be further litigated, Named Plaintiffs and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendant admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

2. Confidentiality and Class Member Communications. Until Class Counsel files a motion for preliminary approval, the Parties will otherwise keep the existence and terms of Settlement confidential. Until such time, Class Counsel may discuss the terms of this Settlement

with Class Members other than the Named Plaintiffs only if such additional Class Members initiate contact with Class Counsel in such regard; however, nothing in this Paragraph shall restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical and fiduciary obligations owed to absent Class Members. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Settlement Administrator may take steps reasonably necessary to perform administration duties; (b) Class Counsel and Named Plaintiffs may take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose the Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media. In the interest of permitting the Class Notice and administration process to function on its own, Named Plaintiffs agree not to discuss this Settlement with any Class Members or any other individuals except for their attorneys, financial representatives, accountants, and/or spouses. Defendant agrees not to encourage Class Members to, or discourage Class Members from, the exercise of any objection or opt-out rights pursuant to this Agreement. Defendant will instruct its officers, directors, managers, and supervisors that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers, and supervisors should make no comment except by directing the employees to the Settlement Administrator. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

3. Motion for Preliminary Approval. As soon as possible following execution of this

Agreement, Named Plaintiffs shall move the Court for Preliminary Approval. Named Plaintiffs will apply to the Court for the entry of an order that would (i) conditionally certify the Class for settlement purposes only; (ii) grant Preliminary Approval of the Settlement; (iii) preliminarily appoint Named Plaintiffs as the representative of the Class; (iv) preliminarily approve Class Counsel as counsel for the Class; (v) approve, as to form and content, the mutually-agreed upon and proposed Class Notice, attached hereto as **Exhibit “A,”** and directing its mailing to the Class by First Class U.S. Mail; (vi) approve the Opt-Out Request, Objection, and Workweeks Dispute procedures set forth in this Settlement; and (vii) set a date and time for the Final Approval Hearing. The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

4. Class List. Within twenty-one (21) days of Preliminary Approval, Defendant shall cause to be delivered, as confidential and privileged information by email or otherwise, to the Settlement Administrator the Class List, which information shall be based upon Defendant’s reasonably available business records and/or the best reasonably available personal knowledge of Defendant’s employees and agents.

5. Notice to Class.

Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish to each Class Member via United States Mail, first class, postage pre-paid to each Class Member’s last-known address.

If any mailed Class Notices are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice to the forwarding address provided, indicating on the Class Notice the date it was re-mailed, and including the extended date of the Response Deadline. If no forwarding address is provided, the Settlement Administrator will perform one “skip trace” or similar search and re-mail the same Class Notice

within five (5) calendar days to any new addresses disclosed by such search via First-Class regular U.S. Mail, indicating on the Class Notice the date it was re-mailed, and including the extended date of the Response Deadline.

If the process set forth in this Section and any other procedures ordered by the Court are followed, the Class Notice will be deemed to have been adequately provided to all Class Members. In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the Class Notice, the intended recipient shall remain a Class Member, and will be deemed a Settlement Class Member, unless such intended recipient submits an Opt-Out Request.

6. Objections, Opt-Out Requests, and Workweeks Disputes.

- (a) *Objections:* Any Settlement Class Member who wishes to make an objection to the Class Settlement may submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The postmark will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing. Upon receipt of any Objections, the Settlement Administrator shall forthwith forward such documents to Class Counsel and Defendant's Counsel by e-mail. Following receipt of such documents, Class Counsel and Defendant's Counsel shall confer regarding such documents purporting to be Objections.
- (b) *Opt-Out Requests:* Any Class Member who wishes to opt out of the Class Settlement must submit an Opt-Out Request to the Settlement Administrator, by mail, on or before the Response Deadline. The

postmark will be the exclusive means for determining that the Opt-Out Request is timely. The Settlement Administrator shall give Class Counsel and Defendant's Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the Settlement Administrator and all other Parties via e-mail within ten (10) calendar days of receiving such documents, and in so doing they shall state the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration, the Settlement Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Settlement Administrator's decisions in such regard shall be final and binding. Any Class Member who submits a timely and valid Opt-Out Request will not be bound by the Class Settlement and will not be issued an Individual Class Settlement Payment. However, if the Class Member is also an Aggrieved Employee, he or she will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt-Out Request.

- (c) *Disputes Concerning Class Member Status:* The Settlement Administrator shall forthwith send any documents of persons purporting to be Class Members, who have not received a Class Notice, or their requests to be included in the Class, to Class Counsel and Defendant's Counsel via email. Upon receipt of such notice, Defendant shall investigate the matter, including with reference to its business records, and Defendant's Counsel and Class Counsel shall determine jointly whether the person is a Class Member. Then, within twenty one (21) calendar days of the determination

of Defendant's Counsel and Class Counsel of whether the person is a Class Member, Defendant shall notify the Settlement Administrator as to the determination of the person's status as a Class Member. If the person is determined to be a Class Member, the Settlement Administrator shall mail that person a Class Notice, whereupon the same procedures for submitting Objections, Opt-Out Requests, and Workweeks Disputes set forth in this Agreement shall apply to such person. If Class Counsel and Defendant's Counsel are unable to come to a mutual agreement to include one or more persons as Class Members who were not originally included in the Class List, the matter will be presented to the Court for decision.

- (d) *Workweeks Disputes*: The Class Notice sent to each Class Member shall separately set forth that person's estimated number of Workweeks during the Class Period and estimated number of PAGA Pay Periods during the PAGA Period, which will be calculated by the Settlement Administrator based on Defendant's records. If for any reason a Class Member disagrees with such estimates, such Class Member shall submit a Workweeks Dispute to the Settlement Administrator, by mail, on or before the Response Deadline. Upon receipt of such Workweeks Disputes, the Settlement Administrator shall forthwith send it to Class Counsel and Defendant's Counsel, via e-mail. Defendant shall investigate the matter, including by examining its business records, and shall, within twenty one (21) calendar days of receiving notice, inform Class Counsel and the Settlement Administrator as to its determination regarding the Class Member's number of Workweeks. In the event that the Class Member does not provide any supportive documentation, Defendant's determination shall control. In the event that the Class Member does provide supportive documentation, Defendant shall, within the same

twenty one (21) day period, either notify the Settlement Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding his or her number of Workweeks and/or PAGA Pay Periods, or shall notify them that they dispute such assertions, and shall provide the Settlement Administrator and Class Counsel with their proposed determination, and the factual basis therefor, and any supporting documentation. The Settlement Administrator shall then determine the Class Member's number of Workweeks and/or PAGA Pay Periods, and its determinations shall control. Failure to respond within the twenty one (21) days will constitute an approval of the issue.

- (e) Named Plaintiffs hereby agree that they will not submit Objections or Opt-Out Requests. Any submissions by Named Plaintiffs purporting to be Objections or Opt-Out Requests shall be null and void.

7. Settlement Administrator Declaration. Within ten (10) calendar days of the expiration of all the time periods provided for in Sections II.4 through II.6 above, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a declaration attesting, in detail, the steps taken through the date of such declaration in performing its administration duties, the number of Opt-Out Requests, Objections, and Workweeks Disputes, and the Settlement Administrator shall attach copies of all written objections that it receives as one or more exhibits to its declaration, and shall also include the names of the individuals who submitted valid and timely Opt-Out Requests. Should the Settlement Administrator be unable to provide the declaration at such time, it shall forthwith notify Class Counsel and Defendant's Counsel, who shall cooperate with the Settlement Administrator to forthwith remedy any such inability.

8. Motion for Final Approval. Sixteen (16) court days prior to the Final Approval Hearing, Plaintiffs shall file and serve upon Defendant a motion for Final Approval, and shall include the Settlement Administrator's declaration with such filing. By way of said motion,

Plaintiffs will apply for entry of a proposed order and judgment that is mutually agreed-upon by counsel for the Parties, which will provide for (i) approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions; (ii) certification of the Settlement Class; (iii) approval of the application for the Class Counsel Fees and Costs to Class Counsel; (iv) approval of the application for the Service Award to Plaintiffs; (v) directing Defendant to fund all amounts due under the Settlement and ordered by the Court; and (vi) entering judgment in the Action while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769, California Code of Civil Procedure 664.6, and the Settlement Agreement.

9. Release of Claims by Settlement Class Members and the State of California.

- (a) Class Settlement Release. Upon the Effective Date and Defendant's full funding of all amounts owed under the Settlement, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.
- (b) PAGA Settlement Release. Upon the Effective Date and Defendant's full funding of all amounts owed under the Settlement, Plaintiffs, as an agent and proxy of the State of California, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

10. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and Defendant's full funding of all amounts owed under the Settlement, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant.

With respect to those claims released by Plaintiffs in their individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they may now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

11. Enforcement. This Agreement is enforceable pursuant to California Rules of Court Rule 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the prevailing Party shall be awarded its reasonable attorney's fees and costs including, if necessary, attorney's fees in connection with collection efforts or enforcement of the confidentiality provisions of this Agreement; provided however, that the aggrieved Party shall be required to give notice to the opposing Party and meet and confer regarding the alleged breach before filing any motion, or application for enforcement of, this Agreement.

12. Settlement Checks and *Cy Pres* Beneficiary.

- (a) *Individual Class Settlement Share Calculations.* Individual Class Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:
 - i. After Preliminary Approval, the Settlement Administrator will (i) determine the Workweeks of each Class Member; (ii) divide the Net

Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value;” and (iii) multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Class Settlement Share that he or she may be eligible to receive under the Class Settlement.

- ii. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Class Settlement Share.

- (b) *Individual PAGA Payment Calculations.* The Settlement Administrator will (i) determine the PAGA Pay Periods of each Aggrieved Employee during the PAGA Period; (ii) divide the Aggrieved Employee Amount by the PAGA Pay Periods of all Aggrieved Employees to yield the “Estimated PAGA Pay Period Value;” and (iii) multiply each Aggrieved Employee’s individual PAGA Pay Periods by the Estimated PAGA Pay Period Value to yield his or her estimated Individual PAGA Payment that he or she is eligible to receive under the PAGA Settlement.

- (c) *Tax Allocation.* The Parties agree that each Individual Class Settlement Share will be allocated as follows: ten percent (10%) as wages, which will be reported on an IRS Form W-2 by the Settlement Administrator, and ninety percent (90%) as interest, penalties, and non-wage damages, which will be reported on IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will withhold (and remit to the appropriate taxing authorities) the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Settlement Shares, and issue checks to Settlement Class Members for their Individual Class

Settlement Payment (i.e., payment of their Individual Class Settlement Share net of these taxes and withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. Defendant will be responsible for the employer's share of the taxes on the wages portion of the Individual Class Settlement Shares, which will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall provide, as appropriate, an IRS Form W-2 and IRS Form 1099, and any other tax documentation required by law, to each Settlement Class Member and Aggrieved Employee.

- (d) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally

binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendant or Defendant's Counsel will provide tax or financial advice, and Class Members and Aggrieved Employees are advised to seek independent professional advice as to the tax or financial consequences of any payment they receive, or may receive, as Class Members and Aggrieved Employees.

- (e) *No Effect on Employee Benefits.* The Individual Class Settlement Payments and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Class Members and Aggrieved Employees.
- (f) *Individual Class Settlement Payment and Individual PAGA Payment Checks.* The Settlement Administrator may, at its discretion, distribute a Class Member's Individual Class Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Individual Class Settlement Payment and Individual PAGA Payment will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks were issued, and thereafter, shall be canceled. All funds associated with such canceled checks will be transmitted to California Rural Legal Assistance, Inc., pursuant to Cal. Code. Civ. Proc. § 384. The Parties each represent that they do not have any significant affiliation or involvement with the proposed *cy pres* recipient.

13. Timeline of Payments. Upon Final Approval, the Settlement Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel by email that such accounts

have been established and of the payment details necessary to fund the Qualified Settlement Fund. The Settlement Administrator shall also advise Defendant as to any amounts Defendant will be required to pay for its respective portion of any payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities on the wages portion of the Individual Class Settlement Shares (hereinafter, “Defendant’s Payroll Tax”), if any exist. Within thirty (30) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount, including an amount sufficient for Defendant’s Payroll Tax. Within seven (7) calendar days after Defendant deposits these amounts, the Settlement Administrator shall disburse, pursuant to this Settlement and other applicable law, the Individual Class Settlement Shares to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, the LWDA Payment to the LWDA, the Service Award to the Named Plaintiffs, Settlement Administration Costs to itself, and the Class Counsel Fees and Costs to Class Counsel. The Settlement Administrator shall promptly notify Class Counsel and Defendant’s Counsel by email that such disbursements and submissions have been made. In the event an appeal is filed, the Gross Settlement Amount is due within thirty (30) days of the resolution of the appeal presuming that the appeal upholds the Settlement.

14. Termination of Revocation of Settlement. If fifteen percent (15%) or more of the Class Members submit timely and valid Opt-Out Requests, Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Opt-Out Requests received by the Response Deadline. If the Settlement is terminated due to Defendant’s exercise of this option, Defendant will be responsible for paying all Settlement Administration Costs incurred by the Settlement Administrator.

15. Escalator Clause. Defendant estimated that for the period of June 2, 2018 to December 1, 2023, there were approximately 894 Class Members who worked approximately 76,106 Workweeks. If it is determined that the total number of Workweeks during the Class Period actually exceed this amount by more than fifteen percent (15%) (i.e., the Workweeks

during the Class Period are actually more than 11,416), then, at Defendant's option, either (i) the Class Period and PAGA Period will end on the earlier date such that the total Workweeks do not exceed 87,522 or (ii) Defendant will increase the Gross Settlement Amount on a proportional basis.

16. Cooperation and Reasonable Modifications. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of all motions, papers, and evidence necessary to do so, and refraining from causing or encouraging, directly or indirectly, the submission of any objection to this Agreement, the submission of any Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by the Settlement. This Agreement contemplates that the Court and the Parties may make reasonable modifications to the Agreement in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect.

17. Warranty of Authority. The undersigned each represent and warrant that each has authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties further agree that the Action shall be stayed in all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

18. Defendant's Ability to Seek Relief. Defendant shall have the right to request, and Named Plaintiffs nor their Class Counsel will not oppose, that the Court enter an order that pending Final Approval, Class Members who do not opt-out of the Class Settlement are barred from instituting or prosecuting any claims or actions against the Released Parties which fall within the definition of the Released Class Claims and that any pending actions against the Released Parties, whether in court or arbitration, are stayed on an interim basis only as to any

claims which fall within the definition of the Released Class Claims.

19. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

20. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval.

21. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

22. Notices to Counsel. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for), the below email addresses shall be used:

Counsel for Plaintiffs:	Counsel for Defendant:
KANE MOON, SBN 249834 kmoon@moonlawgroup.com	NATHAN K. LOW, SBN 299587 nlow@fisherphillips.com
ALLEN FEGHALI, SBN 301080 afeghali@moonlawgroup.com	JASON P. BROWN, SBN 266472 jbrown@fisherphillips.com
CHARLOTTE MIKAT-STEVENSON, SBN 327047 cmikat-stevens@moonlawgroup.com	HYUNKI (JOHN) JUNG, SBN 318887 hjung@fisherphillips.com
	FISHER & PHILLIPS LLP

MOON LAW GROUP, PC 1055 West Seventh Street, Suite 1880 Los Angeles, Ca 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	One Montgomery Street, Suite 3400 San Francisco, California 94104 Telephone: (415) 490-9000 Facsimile: (415) 490-9001
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23. Documents to LWDA. Class Counsel shall be responsible for submitting the Settlement and related orders and information to the LWDA.

24. Entire Agreement. This Agreement embodies the entire agreement regarding the Released Class Claims and Released PAGA Claims of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, regarding the Released Class Claims and Released PAGA Claims have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact, or circumstances regarding the Released Class Claims and Released PAGA Claims not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement, or warranty regarding the Released Class Claims and Released PAGA Claims not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

25. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Class Claims of Settlement Class Members.

26. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including PDFs or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

27. Final Approval Order and Judgment. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for no less than sixty (60) calendar days following receipt of the Final Approval Order and Judgment. No individualized notice of the Final Approval Order and Judgment, to the Class, will be required.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

APPROVED AS TO FORM:

Dated: February 22, 2024

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs
GERALD BLYTHE RAYFORD and
JOSHONDA BROWN

Dated: February 20, 2024

FISHER & PHILLIPS LLP

By: 
Nathan K. Low
Jason P. Brown
Hyunki (John) Jung
Attorneys for Defendant
ABLELIGHT INC.

IT IS SO AGREED.

PLAINTIFF GERALD BLYTHE RAYFORD

Dated: 2/21/2024

DocuSigned by:

Gerald Blythe Rayford

Plaintiff Gerald Blythe Rayford

PLAINTIFF JOSHONDA BROWN

Dated: 2/22/2024

DocuSigned by:

Joshonda Brown

Plaintiff Joshonda Brown

DEFENDANT ABLELIGHT INC.

Dated: 2/19/2024

DocuSigned by:

Keith Jones

Name: Keith Jones

Title: President & CEO

On behalf of Defendant AbleLight Inc.

Dated: 2/19/2024

DocuSigned by:

jeff kaczmarski

Name: Jeffrey A. Kaczmariski

Title: Vice President & CLO

On behalf of Defendant AbleLight Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or do not act, so read this notice carefully.

TO: All persons who worked for AbleLight Inc. as non-exempt employees, including individuals classified as independent contractor home caregivers, or similar positions, in the State of California from June 2, 2018 to [Insert Date of Preliminary Approval].

The California Superior Court, County of Sacramento has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All Defendant’s current and former non-exempt employees, including individuals classified as independent contractor home caregivers, or similar positions, in the state of California from June 2, 2018 to [Insert Date of Preliminary Approval].

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

AbleLight Inc.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from June 2, 2018 to **[Insert Date of Preliminary Approval]** (the "Class Period").

A Preliminary Approval Hearing was held on **[the date of Preliminary Approval]**, in the California Superior Court, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on **[the date of final approval hearing]**, 2024 at **[time a.m./p.m.]**, before Judge Jill H. Talley, located at Department 27, 720 9th Street, Sacramento, California 95814. The Court may continue the Final Approval Hearing without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Class Settlement Payment or Individual PAGA Payment.

This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action and PAGA Settlement And Release ("Settlement Agreement") is on file with the Court, where it is available for your review.

2. What Is This Case About?

The Action entitled *Gerald Blythe Rayford v. AbleLight, Inc., et al.* was commenced by Plaintiffs Gerald Blythe Rayford and Joshonda Brown (the "Plaintiffs") in the Sacramento County Superior Court (Case Number 23CV001488) against AbleLight Inc. ("Defendant") on May 12, 2023. (Together, Plaintiffs and Defendant are the "Parties.") Plaintiffs' complaint, as amended ("Operative Complaint"), alleges claims against Defendant for failure to pay minimum, regular, overtime, and double time wages, failure to provide meal and rest periods and associated premium pay, failure to reimburse business expenses, failure to timely pay wages during employment and at termination of employment, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, violation of California Business and Professions Code sections 17200, *et seq.*, and violations of the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

Plaintiffs and the Class are represented in this Action by the following attorneys whom the Court has appointed as "Class Counsel":

MOON LAW GROUP, PC
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided

in favor of Plaintiffs or Defendant. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

Instead, both sides agreed to resolve the lawsuit after weighing the risks and benefits of this Settlement compared with those of continuing the Action, with no decision or admission of who is right or wrong. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and likelihood of appeals, and the uncertainty of several important legal issues. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of the Class Members.

If the Action continued, the Court might rule in favor of Defendant and the Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Class Members.

3. *Am I a Class Member? Am I an Aggrieved Employee?*

You are a “Class Member” if you are currently or were formerly employed by Defendant as a non-exempt employee, including as an individual classified as an independent contractor home caregiver, or similar position, in the State of California during the Class Period. The “Class Period” is June 2, 2018 to [Insert Date of Preliminary Approval].

You are an “Aggrieved Employee” if you are currently or were formerly employed by Defendant as a non-exempt employee, including as an individual classified as an independent contractor home caregiver, or similar position, in the State of California during the PAGA Period. The “PAGA Period” is June 2, 2021 to [Insert Date of Preliminary Approval].

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated and aggrieved employees who were or are employed by Defendant as non-exempt employees, including individuals classified as independent contractor home caregivers, or similar positions, in the State of California at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of this Action resolves the Released Class Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below. Additionally, the Settlement of this Action resolves the Released PAGA Claims of all Aggrieved Employees, regardless of whether they exclude themselves from the Class portion of the Settlement.

The Parties believe the Settlement is fair and reasonable. The Court has reviewed the terms of the Settlement and preliminarily approved the Settlement as fair and reasonable to the Class. However, the Court has not yet finally determined is the Settlement to be fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the Action, the proposed Settlement, and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail

in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will remain a Class Member, represented by Class Counsel.
 - You will receive an Individual Class Settlement Payment based on the total number of workweeks you were employed and classified as a Class Member, and in exchange you will release all of the Released Class Claims, as defined in Section No. 8 below, and you will give up your right to pursue the Released Claims.
 - In addition, you will receive an Individual PAGA Payment based on the total number of pay periods you were employed and classified as an Aggrieved Employee, and in exchange you will release all of the Released PAGA Claims, as defined in Section No. 8 below, and you will give up your right to pursue the Released PAGA Claims.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out” by submitting an Opt-Out Request, which will remove you from the Class and this Action.
 - If you submit a timely and valid Opt-Out Request, you will **not** receive **any** Individual Class Settlement Payment from the Class portion of the Settlement. However, you will receive an Individual PAGA Payment if you are an Aggrieved Employee. You cannot opt out of the PAGA portion of the Settlement.
 - If you opt out, you may not object to the Settlement and will not be bound by the Released Class Claims provisions in the Settlement Agreement (as defined in Section No. 8 below). You will be free to pursue any such claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.

- **OBJECT:** You may object to the Settlement by timely submitting a written objection. Additionally, you can appear at the Final Approval Hearing (or hire an attorney at your own expense to appear on your behalf) and present your objection orally. If you would like to object, you may **not** opt out of this Settlement. You may also appear at the Final Approval Hearing remotely via Department 23’s zoom link (<https://saccourt-ca.gov.zoomgov.com/my/sscdept23>) or by telephone (dial (833) 568-8864 / ID 16108301121).
 - If the Court grants final approval of the Settlement despite your objection, you will receive your Individual Class Settlement Payment and (if applicable) Individual PAGA Payment, and will be bound by the Released Class Claims and (if applicable) Released PAGA Claims provisions of the Settlement Agreement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Exclude Myself (or “Opt Out”) from This Settlement” and “How Do I Object to the Settlement?”

6. How Do I Exclude Myself (or “Opt Out”) from This Settlement?

If you do not want to take part in the Settlement, you must mail a completed and timely Opt-Out Request to the Settlement Administrator. The Opt-Out Request must: (a) contain the case name and number of the Action (*Gerald Blythe Rayford v. AbleLight, Inc., et al.*, Case Number 23CV001488); (b) state your full name, address, telephone number, and last four digits of your Social Security number; (c) clearly state your intention to not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement; (d) be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your Opt-Out Request to the Settlement Administrator at [address].

The Final Judgment entered following final approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (“Participating Class Members”).

7. How Do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written objection and mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The objection must state: (a) contain the case name and number of the Action (*Gerald Blythe Rayford v. AbleLight, Inc., et al.*, Case Number 23CV001488); (b) your full name, address, telephone number and last four digits of your Social Security number; (c) describe, in clear and concise terms, the legal and factual arguments supporting your objection; (d) be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (f) be postmarked no later than [the Response Deadline].

Additionally, Class Members who do not opt out of the Settlement may also object to the Settlement by appearing at the Final Approval Hearing (or hire an attorney at your own expense to appear on your behalf) and have their objections heard by the Court. You may appear remotely at the Final Approval Hearing via Department 23’s zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscdept23>) or by telephone (dial (833) 568-8864 / ID 16108301121).

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. You will be responsible for any attorneys’ fees and costs charged by your attorney.

8. How Does This Settlement Affect My Rights? What Are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement by filing timely, valid Opt-Out Requests will be bound by the Court’s Final Judgment and will fully release and discharge Defendant AbleLight Inc., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them (“Released Parties”) from the Released Class Claims. The “Released Class Claims” are as follows:

Any and all claims, demands, liabilities, damages, attorneys' fees, costs, and penalties against Released Parties, asserted in the Operative Complaint or any other claims that reasonably could have been asserted in the Operative Complaint based on the facts therein alleged, arising during the Class Period, including but not limited to claims arising from alleged failure to pay unpaid wages, minimum wages, regular wages, and overtime and double time wages; failure to provide meal periods and associated premium pay; failure to provide rest periods and associated premium pay; failure to timely pay wages upon termination of employment; failure to timely pay wages during employment; failure to provide compliant wage statements; failure to maintain accurate payroll records; failure to reimburse necessary business-related expenses; and unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.* based on the aforementioned during the Class Period.

Regardless of whether or not you opt out of the Class portion of the Settlement, you will be bound by the Court's Final Judgment with respect to PAGA and will fully release and discharge Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are as follows:

Any and all claims for civil penalties against Released Parties asserted in the Operative Complaint or any other claims for civil penalties against Released Parties that reasonably could have been asserted in the Operative Complaint based on the facts therein alleged, under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, arising during the PAGA Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, and overtime and double time wages; meal and rest period violations; untimely payment of wages; separation pay violations; wage statement violations; and unpaid reimbursements and expenses.

If you do NOT exclude yourself from the Settlement by following the procedures set forth in the Opt-Out Request and the Court approves the proposed Settlement, you will be deemed to have entered into the Released Class Claims provision of the Settlement Agreement.

9. *How Much Can I Expect to Receive from This Settlement?*

The total maximum amount that Defendant is required to pay under this Settlement is One Million Four Hundred Eighty Thousand Dollars and Zero Cents (\$1,480,000.00) ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of (1) the Service Award to Plaintiffs Gerald Blythe Rayford and Joshonda Brown in an amount up to \$10,000 to each (\$20,000 total), for prosecution of the Action and their services as the Class Representatives; (2) reasonable Settlement Administration Costs to the Settlement Administrator in an amount up to \$20,000; (3) settlement of civil penalties under PAGA in an amount of \$100,000 ("PAGA Penalties"), with 75% (\$75,000) allocated to the California Labor Workforce Development Agency ("LWDA") and 25% (\$25,000) allocated and distributed to Aggrieved Employees on a *pro rata* basis based on their pay periods during the PAGA Period; and (4) payment to Class Counsel for Class Counsel Fees and Costs in an amount of thirty-three and one-third percent (33 and 1/3%) of the Gross Settlement Amount for attorneys' fees, in addition to reimbursement of actual costs and expenses incurred by Class Counsel related to the Action in an amount not to exceed \$25,000. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Participating Class Members (Class Members who have not opted out) in Individual Class Settlement Payments. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount. The Settlement Administrator will calculate a Participating Class Member's Individual Class Settlement Payment first, by dividing the Net Settlement Amount by the total number of Workweeks of all Participating Class Members to arrive at the "Final Workweek Value," and then second, by multiplying the resulting Final

Workweek Value by the total number of Workweeks for the respective Participating Class Member. A “Workweek” is defined as the number of weeks a Class Member performed work for Defendant as a non-exempt employee or an employee hired and/or classified as independent contractor, or similar positions, in the State of California during the Class Period. Therefore, the value of each Participating Class Member’s Individual Class Settlement Payment ties directly to the amount of weeks that he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less standard wage tax withholdings as explained below. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible Workweeks during the Class Period.

The PAGA portion of the Settlement provides that Aggrieved Employees will each receive an Individual PAGA Payment, which is a proportionate share of 25% of the PAGA Penalties (\$25,000) as calculated by the Settlement Administrator. To calculate each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will (i) determine the PAGA Pay Periods of each Aggrieved Employee during the PAGA Period; (ii) divide the 25% of the PAGA Penalties (\$25,000) by the PAGA Pay Periods of all Aggrieved Employees to yield the “Estimated PAGA Pay Period Value;” and (iii) multiply each Aggrieved Employee’s individual PAGA Pay Periods by the Estimated PAGA Pay Period Value to yield his or her estimated Individual PAGA Payment. A “PAGA Pay Period” is defined as the number of pay periods each Aggrieved Employee performed work for Defendant as a non-exempt employee or an employee hired and/or classified as independent contractor, or similar positions, in the State of California during the PAGA Period. Therefore, the value of each Aggrieved Employee’s Individual PAGA Payment ties directly to the amount of pay periods that he or she worked during the PAGA Period.

Your approximate Individual PAGA Payment is as follows: \$ [REDACTED]. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible PAGA Pay Periods during the PAGA Period. (If no amounts are stated, that is because according to Defendant’s business records, you are not an Aggrieved Employee.)

If you believe the number of eligible Workweeks and/or PAGA Pay Periods credited to you are incorrect, you may submit a Workweeks Dispute, which is a written letter that must: (a) contain the case name and number of the Action (*Gerald Blythe Rayford v. AbleLight, Inc., et al.*, Case Number 23CV001488); (b) contain the full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly state you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) be submitted by mail to the Settlement Administrator at [address] on or before [the Response Deadline].

Ten percent (10%) of your Individual Class Settlement Payment will be treated as unpaid wages for tax purposes (“Wage Portion”). Applicable taxes will be withheld from the Wage Portion of your Individual Class Settlement Payment only and reported on an IRS Form W-2 by the Settlement Administrator. The remaining ninety percent (90%) of your Individual Class Settlement Payment will be treated as penalties, interest, and non-wages and reported on an IRS Form 1099, and the Settlement Administrator will not withhold taxes.

One hundred percent (100%) of your Individual PAGA Payment will be treated as penalties. The Settlement will report your Individual PAGA Payment on an IRS Form 1099 and not withhold taxes.

The Settlement Administrator may combine your Individual Class Settlement Payment and (if eligible) your Individual PAGA Payment in a single settlement check. It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of your Individual Settlement Share to a non-profit *cy pres* recipient. The *cy pres* recipient under the proposed Settlement is California Rural Legal Assistance, Inc.

10. *How Can I Get Additional Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel at the information listed in Section 2 above, or you may also contact the Settlement Administrator at the toll-free telephone number listed below or [\[web address\]](#). Please refer to “Ablelight Inc. Class Action Settlement.”

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, Monday-Friday (excluding court holidays) between 8:00 a.m. and 4:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.