Joshua I. White (State Bar No. 278166)
William M. Hogg (State Bar No. 338196)
LAUREL EMPLOYMENT LAW
808 Wilshire Boulevard, Suite 200
Santa Monica, CA 90401
Telephone: (323) 551-9221
josh@laurelemploymentlaw.com
william@laurelemploymentlaw.com

Attorneys for Segura, the Hourly Employees, the State of California, and Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

YAJAIRA SEGURA, individually and for others similarly situated, on behalf of the State of California and Aggrieved Employees,

Plaintiffs,

vs.

COMPREHENSIVE MOBILE CARE, LLC; and DOES 1 through 10, inclusive,

Defendant.

Case No. 30-2026-01541502-CU-OE-CXC
[Assigned to the Hon. Melissa McCormick, Dept. CX105]

DECLARATION OF WILLIAM M. HOGG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS & PAGA ACTION SETTLEMENT

Date:	June 18, 2026
Time:	8:30 A.M.
Department:	CX105
Reservation No.:	74820193
Complaint Filed:	Jan. 20, 2026
FAC Filed:	Mar. 9, 2026
Trial Date:	TBD

I, William M. Hogg, declare as follows:

1. I am an attorney at law duly licensed and in good standing to practice law in the courts of California (Bar No. 338196) and Texas (Bar No. 24087733). I am competent to make the statements herein.

2. I am a senior attorney at the firm Laurel Employment Law ("LEL"). LEL specializes in plaintiff-side employment litigation, including class and collective litigation in state and federal courts.

3. I am one of the counsel of record for Yajaira Segura, individually, on behalf of all others similarly situated, on behalf of the State of California, and on behalf of other aggrieved employees ("Plaintiff"), in the above-captioned cases. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement. I am familiar with the file, the documents, and the history related to these cases. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

4. A true and correct copy of the agreed-as-to form proposed Class Action Settlement Agreement (the "Settlement Agreement" or the "Settlement") is attached hereto as **Exhibit 1**. The Notice of Class Action Settlement and Hearing Date for the Court Approval ("Class Notice") is attached to the Settlement as **Exhibit A**. A true and correct copy of the Exclusion Form is attached herein as **Exhibit 2**.

QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

5. I have actively participated as plaintiffs' counsel in many class/collective actions that have achieved significant and beneficial results for the class. For instance, I was one of the counsel of record in a class and collective action on behalf of inspectors who alleged they were paid on a day rate basis without proper overtime under the FLSA and New York state law in which the United States District Court for the Southern District of Texas certified the New York class, and later granted final approval of a $1.5 million class and collective action settlement on behalf of approximately 90 class members and 50 opt-in plaintiffs. *See Hardin v. Texian Group, Inc.*, No. H-22-111, 2024 WL 1144269 (S.D. Tex. Mar. 15, 2024); *Hardin v. Texian Group, Inc.*, No. H-22-

111, Dkt. # 107 (S.D. Tex. Feb. 19, 2026). I was also the primary counsel of record in a class and collective action lawsuit which resulted in a settlement of $1,400,000 to resolve the wage-and-hour claims of approximately 1,990 healthcare workers under Washington State law and the FLSA. *Britt v. Clallam County Public Hospital District No. 2 d/b/a Olympic Medical Center*, Case No. 3:23-cv-05377-MJP, Dkt. # 61 (W.D. Wash. Jan. 24, 2025). I was also counsel of record in a class and collective action lawsuit which resulted in a settlement of $1,100,000 to resolve wage-and-hour claims of approximately 6,000 non-exempt employees under Washington State law, Oregon state law, and the FLSA. *Kastel, et al. v. Cascade Living Grp. Mgmt., LLC*, Case No. 2:23-cv-00684-JCC, Dkt. # 39 (W.D. Wash. Feb. 11, 2025). I was counsel of record in a collective action on behalf of dancers who were found on summary judgment to be misclassified as contractors and were awarded $1.4 million in compensatory damages and liquidated damages under the FLSA. *See Schulke v. Isbaz Corp.*, No. H-20-2571, 2023 WL 02452 (S.D. Tex. Aug. 4, 2023). I was also counsel of record in a class and collective action on behalf of dancers who were found to be misclassified as contractors under the FLSA and Maryland wage-and-hour laws, and were awarded over $1.1 million in back wages, compensatory damages, and penalties. *Butler v. PP&G, Inc.*, No. 20-3084-JRR, 2023 WL 3580374 (D. Md. May 22, 2023). I was also one of the counsel of record in a class, collective, and PAGA action lawsuit, *Haro v. Walmart, Inc.*, No. 1:21-cv-00239-KES-SKO (E.D. Cal.), which resulted in a settlement of $5.2 million to resolve the wage-and-hour claims of approximately 221,000 retail workers in California. I was also one of the counsel of record in a class, collective, and PAGA action lawsuit, *Boone v. Amazon.com Services, LLC*, Case No. 1:21-cv-00241-NODJ-BAM (E.D. Cal.) which resulted in a settlement of $5.5 million on behalf of Amazon warehouse workers who were allegedly required to work off-the-clock due to COVID-19 health check requirements. I was also counsel of record in a class and collective action lawsuit, *Etcheverry v. Franciscan Health Sys.*, No. 19-cv-05261-RJB-MAT (W.D. Wash.) that resulted in a settlement of $5,500,000 to resolve the wage-and-hour claims of approximately 8,000 class members and 1,275 opt-in plaintiffs under Washington State law and the FLSA. I was also counsel of record in a wage-and-hour lawsuit brought by exotic dancers against their club, *Jones v. SHAC, LLC*, No. 2:15-cv-01382-RFB-EJY (D. Nev.), which resulted in a $2,060,000 settlement on behalf of a class of more than 100 exotic dancers who claimed they were misclassified as independent contractors. The *Jones* case's favorable resolution was driven in large part by a summary judgment finding in the plaintiffs' favor on the merits of the underlying FLSA claims. *See Jones v. SHAC, LLC*, 2019 WL 4246681(D. Nev. Sept. 6, 2019). I was also counsel of record in a class and collective action lawsuit, *Lytle v. Coquille Valley Hospital*, No. 6:19-cv-00722-AA (D. Or.), which resulted in a settlement of $1,150,000 to resolve the wage-and-hour claims of 88 class members under Oregon law and the FLSA alleging unpaid meal breaks and off-the-clock claims. I was also one of the counsel of record in a class action and California Private Attorney General Act ("PAGA") action, *Madrigal v. Mission Lakes Country Club, Inc.*, Case No. RIC2003428 (Superior Court, County of Riverside), which resulted in a settlement of $345,000 to resolve the wage-and-hour claims of approximately 60 workers alleging various violations of the California Labor Code. I was one of the primary attorneys of record in a collective action lawsuit, *Tollefson v. Bergaila & Associates, Inc.*, Case No. 7:21-cv-00171-RCG (W.D. Tex.), which resulted in a settlement of nearly $200,000 to resolve the FLSA claims of a group of 23 oil and gas workers claiming they were misclassified as exempt from overtime. I was one of the primary attorneys of record in a collective action lawsuit, *Sanchez v. S&P Data New Mexico, LLC*, et al., Case No. 1:20-cv-00979-KWR-GJF (D.N.M.) that resulted in a settlement of $325,000 to resolve off-the-clock and pre-shift claims of approximately 400 call center workers. I was also primary counsel in a FLSA collective action lawsuit brought by patient care workers alleging their healthcare employer failed to pay them overtime during unpaid meal periods which resulted in an approved $130,000 settlement for a group of 45 workers. *Flynn v. Colonial Mgmt. Grp., L.P.*, No. 1:23-cv-128-MIS-SCY, Dkt. 57 (D.N.M. Oct. 10, 2024). I was also lead counsel in a FLSA collective action lawsuit brought by workers claiming they were misclassified as exempt by their staffing company, which resulted in an approved settlement of $150,000 for the 13 workers. *See Furman v. Zempleo, Inc.*, No. 23-cv-01777-AJB-DEB, Dkt. 32 (S.D. Cal. Dec. 9, 2024). I was also counsel of record in a class action lawsuit brought by patient care workers who claimed they were not being paid daily overtime wages under California law, which resulted in a preliminarily-approved settlement of $225,000. *Pierce v. WNJT Homes LLC*, Case No. 23CV01351 (Superior

Court, County of Sonoma). I was also counsel of record in a collective action lawsuit brought by dialysis nurses who claimed they were not paid all overtime wages owed due to unpaid meal periods and improper time-rounding, which resulted in an approved settlement of $145,000 for 45 workers. *Pittman v. RPNT Acute Services, Inc.*, No. 6:23-cv-00348-JCM, Dkt. 46 (W.D. Tex. Aug. 15, 2024). I was also named class counsel in a class and collective action brought by home health care workers claiming they were not paid overtime wages, and instead were paid based on a flat daily rate of pay, which resulted in an approved class-wide settlement of $190,000 for 27 home health workers. *See Rogers v. USA Homecare Plus, LLC*, No. 1:23-cv-02635, Dkt. 70 (N.D. Ill. Dec. 23, 2024). This is an exemplar, non-exhaustive list. Based on my experience and training, I possess the requisite skills to adequately represent my clients and to offer my professional opinions concerning the fairness of the proposed settlement, including the reasonableness of the attorneys' fees and costs to be paid pursuant to the settlement.

6. I have focused my practice on wage-and-hour litigation for the majority of my 12+year legal career. In my role as a senior attorney, I have supervised the work of other attorneys, paralegals, and support staff and have continued to work extensively in the labor and employment field. I graduated from Tulane University Law School in 2013 and have been a member in good standing of the Texas State Bar since 2013. I was also admitted to the California State Bar in 2021 and have been a member in good standing ever since. I am admitted to practice in the following courts: All Texas state courts (since 2013), all California state courts (since 2021), the United States Circuit Court of Appeals for the Sixth Circuit (since 2019), the United States Circuit Court of Appeals for the Ninth Circuit (since 2020), the United States Circuit Court of Appeals for the Tenth Circuit (since 2024), the United States District Courts for the Southern District of Texas (since 2017), the Western District of Texas (since 2017), the District of Colorado (since 2018), the Eastern District of Texas (since 2019), the Central District of California (since 2021), the Northern District of California (since 2021), the Eastern District of California (since 2021), the Southern District of California (since 2021), the District of New Mexico (since 2021), the Northern District of Texas (since 2021), the Eastern District of Michigan (since 2023), the Western District of Michigan (since 2023), the Northern District of Ohio (since 2023), the

Northern District of Illinois (since 2023), and the Southern District of Illinois (since 2024). I have also been admitted to practice pro hac vice in various courts in the states of Washington, Oregon, Nevada, Arizona, Idaho, Oklahoma, North Dakota, Minnesota, Louisiana, Kentucky, Tennessee, North Carolina, Virginia, Maryland, Connecticut, New Jersey, New York, Massachusetts, Iowa, Pennsylvania, and Delaware. Nearly my entire legal career has been devoted to advocating for the rights of individuals who have been subjected to illegal pay policies and representing employees in wage and hour class/collective actions. I have litigated hundreds of wage and hour actions, and I manage many of the firm's current cases in these areas.

7. Relevant to this case, LEL took this case on a contingency basis, in which LEL receives a percentage of the recovery and advances all the costs of litigation. Any time a case like this is accepted, given the complex legal issues involved, the resources necessary to prosecute a case such as this may preclude work/employment on other cases if not readily or successfully resolved. Plaintiff's Counsel, working on contingency, had 100% of the risk of loss, advanced considerable costs (which would have been lost had we recovered nothing from Defendant), and Plaintiff's Counsel would have carried various advanced costs, as well as unrecoverable time spent. Because of the contingent nature of the case, LEL had to turn away other less risky cases to remain sufficiently resourced for this one. While this case was pending, LEL was forced to decline other work in order to dedicate the requisite amount of time to this case, and was able to secure a result that compares favorably to results in similar cases.

8. I have been personally involved in the pre-suit dispute resolution process and litigation against the Defendant since the inception of the case, pre-suit informal discovery and mediation efforts, settlement, filing the lawsuit, and will remain involved through all steps needed to obtain final settlement approval and completion of the settlement. I was responsible for reviewing client intake notes, client-provided documents and materials, interviewing the client, reviewing timekeeping and payroll records, engaging in informal discovery with Defendant, negotiating and discussing the terms and scope of the mediation process, calculating potential damages scenarios and amounts, corresponding and conferring with Defendant's Counsel, related documents filed and exchanged during this litigation, preparing for and conducting

mediation with noted mediator Jason Marsili, conducting the extensive settlement negotiations with Defense Counsel, drafting and negotiating the long-form settlement agreement, and preparing the moving papers seeking preliminary Court-approval of the class action and PAGA settlement. There will also be much work to be done in the future to bring this settlement to completion, including working with the settlement administrator to ensure the settlement notices are distributed in a timely manner, fielding communications from putative class members who call our firm with questions about the notice, case, or settlement, preparing and filing a motion for final settlement approval, preparing for and attending a hearing for final settlement approval, and working with the settlement administrator to ensure a smooth final check-distribution process and closing process. I am familiar with the relevant facts, legal issues, and potential damages at issue in this case, as well as the additional steps needed to bring this case to a close.

9. Over the course of the pre-suit dispute resolution process and litigation, the parties fiercely contested Plaintiff's claims, whether Plaintiff could succeed in proving her claims for unpaid wages, meal and rest break violations, expense reimbursement violations, and other allegations individually and on a class-wide basis, Defendant's potential good faith defenses, Defendant's potential willfulness, the hours Plaintiff and the putative class members/aggrieved employees worked per day and per week, the amounts Plaintiff and putative class members/aggrieved employees were potentially owed, and Plaintiff's likelihood of success in obtaining (and maintaining through trial) class certification. In furtherance of settlement talks, the parties exchanged substantial amounts of formal discovery, informal discovery, and class-wide data in order to evaluate the claims and the risks of litigation. Plaintiff's Counsel used this information to calculate the class-wide potential damages and the scope of potential exposure.

CASE SUMMARY AND PROCEDURAL HISTORY

10. Plaintiff worked for Defendant as a non-exempt, hourly-paid dental assistant from approximately December 2022 to July 2025.

11. Defendant arranges portable, on-site dentistry, audiology, optometry, and podiatry services for its affiliated providers, which are largely comprised of skilled nursing facilities, assisted

living facilities, long- and short-term rehabilitation centers, veterans homes, children's programs, PACE centers, and others.

12. In order to provide those services, Defendant employs non-exempt, hourly-paid employees like Plaintiff and the potential class members/aggrieved employees. These workers provide the assistance to the doctors and other professionals who provide the dentistry, audiology, optometry, and podiatry services to the patients served at Defendant's provider partners.

13. Plaintiff alleges that Class Members experience wage and hour violations in the course of their work with Defendant.

14. In particular, Plaintiff alleges the Class Members are not paid for all compensable travel time and other work performed off-the-clock, are not provided compliant or timely meal or rest breaks (and are not paid premium wages for such meal/rest period violations), and are required to incur necessary business expenses without reimbursement.

15. Plaintiff alleges Defendant is liable for the violations at issue, as well as derivative claims for non-compliant wage statements, waiting time penalties, and unlawful business practices under the Business and Professions Code. Defendant has at all times denied, and continues to deny, all of these allegations, and denies any and all liability for Plaintiff's claims. Defendant further denies Plaintiff's allegations are appropriate for class treatment for any purpose other than for settlement purposes only.

16. Plaintiff engaged LEL in July of 2025 to pursue potential claims of unpaid wages and other employment-related damages against Defendant. As part of that early pre-suit vetting process, Plaintiff provided copious information and employment-related documents to LEL regarding her claims. Plaintiff also maintained consistent communication to provide additional information throughout the process. On August 5, 2025, LEL sent a demand letter, request for payroll and personnel records, and preservation letter to Defendant before initiating suit, in hopes of broaching potential pre-suit resolution. Defendant responded, provided the requested documents, and expressed an interest in engaging in pre-litigation informal discovery and mediation efforts to resolve the claims on a class-wide basis. Rather than immediately initiate litigation, Plaintiff and Defendant agreed to engage in informal discovery, exchanging voluminous

payroll and timekeeping records, as well as various written policies, in an effort to quantify the potential litigation exposure for Plaintiff's class and representative allegations.

17. The parties then engaged in pre-litigation informal discovery, wherein Defendant provided a representative sample of payroll and timekeeping records for the putative class members. This enabled LEL to review the records to prepare a class-wide damage model and to assess the risks of class litigation. LEL thoroughly investigated applicable law and facts in this case and extensively analyzed the potential damages that might be recovered following the exchange of documents and information

18. The parties attended pre-litigation mediation with experienced mediator, Jason Marsili, on December 10, 2025.

Discovery

19. The Parties have engaged in extensive informal discovery pre-suit, including Defendant producing voluminous records, including pay and timekeeping records for the class members, employee handbooks, policy documents, and personnel records.

20. Plaintiff's counsel completed an exhaustive review of the records provided by Defendant, and has conducted extensive risk assessment with respect to liability, class certification, and damages issues. Plaintiff's counsel also produced documents in kind, including damages analyses.

21. Through the pre-litigation informal discovery process, Plaintiff garnered substantial factual background regarding the alleged violations, which Plaintiff's counsel utilized to build their damage model in the case. Defendant produced voluminous payroll and timekeeping records for the Class Members, and a list of employee IDs with corresponding dates of employment and pay rates.

22. Defendant has produced material and key documents, including time records and payroll records applicable to the Class members, which enabled Plaintiff's Counsel to assess potential liability scenarios and different damages scenarios ahead of mediation on a Class-wide basis.

Mediation & Settlement Agreement Preparation

23. Plaintiff and Defendant mediated this dispute on December 10, 2025 before Jason Marsili, during which they reached an agreement in principle to resolve the pre-litigation dispute on a class-wide basis and PAGA-wide basis.

24. Throughout the mediation process, the Parties engaged in serious and arm's-length negotiations, culminating in the settlement. After reaching a settlement agreement, counsel for the Parties worked to finalize the proposed long-form Settlement and corresponding notice documents, subject to the Court's approval. As the Settlement is complex, involving class action claims and PAGA action, the drafting process was a lengthy endeavor.

25. After an initial draft was completed, numerous sets of subsequent edits were required to arrive at an agreement that was acceptable to all Parties and counsel, along with a separate drafting and revision process for the Class Notice Form. The parties reduced their agreement to its final written form on March 3, 2026.

26. The Settlement Agreement was fully executed by all parties on April 3, 2026.

Litigation

27. In accordance with the terms of the Settlement Agreement, Plaintiff submitted a letter to the Labor and Workforce Development Agency ("LWDA") on December 30, 2025, notifying the agency of Plaintiff's intent to file a lawsuit for penalties under the PAGA.

28. In accordance with the terms of the Settlement Agreement, on January 20, 2026, Plaintiff filed an Original Class Action Complaint in the Superior Court of California, County of Orange, alleging class-wide wage-and-hour violations.

29. More than 65 days passed and the LWDA did not respond to Plaintiff's PAGA Notice letter.

30. On March 9, 2026, Plaintiff amended the class action complaint to assert claims under PAGA.

THE SETTLEMENT

Basic Terms and Value of the Settlement

31. Defendant has agreed to pay a Gross Settlement Amount of $225,000.00. The Net Settlement Amount, is defined as the Gross Settlement Amount less: the Gross PAGA Amount of $10,000.00 designated as civil penalties; any enhancement payment awarded to the Class Representative (up to $10,000 for Plaintiff Yajaira Segura); the Settlement Administrator's fees and costs (estimated at $4,500); and any attorneys' fees and costs awarded to Plaintiff's counsel (requested fees up to 35% of the Gross Settlement Amount, or $78,750.00, plus costs not to exceed $11,732.99). If these awards are approved, the Net Settlement Amount is expected to be $110,017.01. The Settlement sets aside $10,000.00 for PAGA penalties, of which 35% (or $3,500.00) is designated to be distributed to the potentially aggrieved employees. Including this net PAGA apportionment of $3,500.00, the total funds available to pay class members and aggrieved employees is $113,517.01. Participating Individuals are not required to submit an opt-in or claim form in order to receive payment under the Settlement

32. The Gross Settlement Amount is a negotiated amount that resulted from substantial arms'-length negotiations and significant investigation and analysis by Plaintiff's counsel. Plaintiff's counsel based their damages analysis and settlement negotiations on extensive informal discovery, risk assessment, and years of experience in similar wage-and-hour class and PAGA action litigation.

33. Plaintiff's counsel determined the Class Members' rates of pay and dates of employment, days and hours worked, which were then used in conjunction with amounts of unpaid time to determine estimated damages for their daily straight time damages, overtime damages, and premium wage damages, as well as statutory penalties for wage statement violations and waiting time penalties. Plaintiff's counsel performed these damages analyses for each Class member based on a number of different scenarios (*e.g.*, including probabilities of class certification, probabilities of winning on the merits, and other class-wide risk assumptions).

34. Using these assumptions and further assuming that Plaintiff and Class Members would certify all of their claims and prevail at trial, Plaintiff's counsel calculated total potential

exposure if Plaintiff fully prevailed on the overtime claims, at approximately $807,586.54 in unpaid straight time, overtime, and premium wages. Plaintiff then calculated the statutory penalty for the wage statement claims and waiting time penalties would be, at most, $271,864.75 class-wide. In total, Plaintiff's Counsel calculated the maximum exposure for the pleaded claims before attorneys' fees or interest would be $1,079,451.29.

35. Plaintiff's Counsel calculated that unpaid wages by reviewing the representative sample of timekeeping and pay records provided by Defendant in discovery, which showed the number of shifts worked, hours per day worked, and hourly rates paid, and wages paid to the Class Members. Plaintiff's Counsel then estimated the amount of off-the-clock/drive-time work each workday, extrapolating to each workweek and multiplying by the percentage of workweeks in which overtime hours were incurred, estimated the number of non-compliant meal and rest breaks each workweek and multiplying by the average hourly rate of pay, and calculated the waiting time penalties by multiplying the number of former employees by the average daily wage rate. Plaintiff's Counsel presumed 2 hours of unpaid work per shift for travel time (47% of which incurred unpaid overtime), 2 missed meal breaks per week, and 5 missed rest periods per week for each Class Member for all shifts.

36. Plaintiffs' Counsel calculated the wage statement penalties by multiplying the maximum $4,000 statutory penalty allowable under the Labor Code by the total number of class members who worked within the one-year limitations period from the mediation date (estimated to be 46 people).

37. Defendant will fund the Gross Settlement Amount within 60 calendar days after the Effective Date. The payment will be used to pay 100% of the Settlement Awards to Participating individuals, the Service Award, the Class Counsel Fees and Costs Payment, and the Settlement Administration Costs.

38. The negotiated Gross Settlement Amount of $225,000.00 represents approximately 27.86% of the estimated $807,586.54 that Plaintiff calculated for the unpaid overtime/double time wage damages. The Gross Settlement Amount represents approximately 20.84% of the total estimated maximum exposure (unpaid wage damages + statutory penalties).

Again, these figures are based on Plaintiff's assessment of a best-case-scenario. To have obtained such a result at trial, Plaintiff would have had to prove that all Class Members experienced the violations at the levels described above for every shift, and that Defendant acted knowingly. In my experience with similar wage-and-hour class and PAGA actions, a recovery of 20%-to-25% of the total estimated exposure not only falls within the range of reasonableness, but represents a significantly positive result for off-the-clock and meal/rest break claims.

39. Plaintiff and her counsel considered the significant risks of continued litigation, described hereinafter, when considering the proposed Settlement. These risks were front and center, particularly given the nature of the hourly work, which would invariable complicate certification efforts and proving the claims on the merits.

40. In contrast, the Settlement will result in immediate and certain payments to Class Members of meaningful amounts. The average recovery from the estimated Net Settlement Amount (including the Net PAGA Amount) is approximately $2,365 per Class Member. This estimation divides the estimated *net* recovery by total number of Class Members (48). This amount provides significant and substantial compensation to the Class Members, and the Settlement provides an excellent recovery in the face of expanding an uncertain litigation. In light of all of the risks, the settlement amount is fair, reasonable, and adequate. In my experience litigating similar wage-and-hour class and PAGA actions, this result is within the reasonable standard for similar cases.

Class Definition

41. An individual is eligible to share in the proposed Settlement if he or she is a member of the "Class," meaning the approximately 48 current and former non-exempt hourly employees who worked in California for Defendant at any time from December 10, 2021 through the date the Court grants preliminary approval of the Settlement. (*See* Exhibit 1 at Sec. 2.c.)

Allocation and Awards

42. The total Net Settlement Amount will be dependent on the Court's award of attorneys' fees, which under the Settlement Agreement will be an amount not to exceed $78,750.00 (35% of the Gross Settlement Amount). For purposes of this Preliminary Approval

Motion, Plaintiff assumes an award of 35% of the Gross Settlement Amount, including Plaintiff's counsel expenses of up to $11,732.99, the Settlement Administration expenses estimated to be $4,500, a service award to Plaintiff Yajaira Segura in the amount of $10,000, and the Gross PAGA Amount of $10,000 (of which 35%, or $3,500, is designated to be distributed to the aggrieved employees as civil penalties). The Net Settlement Amount to be paid to Class Members is estimated to be approximately $113,517.01.

43. Class Members will each receive a Notice of the Settlement, which will inform them about the lawsuit, the settlement's terms, and provide them an opportunity to exclude themselves from the settlement or object. Each Class Member's settlement share will be calculated by dividing their total number of workweeks during the class period by the total workweeks for all participating class members during the class period. The same pro rata calculation will be applied to the Net PAGA Amount for those Class Members who are eligible to receive a portion of the Net PAGA Amount. The Settlement Administrator will satisfy due process requirements in notifying Class Members of the settlement and distributing Settlement awards according to the Settlement.

44. The Notice Forms will provide the estimated Individual Settlement Payment for each Class Member, assuming full participation in the Settlement. *See* Exhibit A to Settlement Agreement. Settlement Award and eligibility determinations have been determined by the Class definition and Defendant's business records; however Class Members will be able to dispute their number of workweeks by submitting such dispute in writing to the settlement administrator, who shall resolve such dispute about the allocation. In my experience litigating similar wage-and-hour class and PAGA actions, the number of objectors is generally minimal.

45. Settlement Awards will be paid to Class Members, without the need for submitting a claims form/opt-in form, by the Settlement Administrator within 30 days after Defendant funds the Gross Settlement Amount and its share of payroll taxes. Settlement Award checks will remain valid for 180 days from the date of their issuance. Any funds from checks that are returned as undeliverable or are not negotiated within the check-cashing deadline after issuance shall be

distributed as follows: the uncashed checks will be sent to the California Unclaimed Property Fund for the benefit of those individuals who did not timely cash or negotiate their checks.

46. Upon completion of administration of the Settlement, the Settlement Administrator will provide a Final Report on the disbursements of all funds from the Gross Settlement Amount within 10 business days of the response deadline.

Scope of Release

47. The releases contemplated by the proposed Settlement are appropriately narrow in scope and tethered to the factual allegations.

48. Participating Class Members will release any and all claims under the applicable state law, based on or arising out of the same factual predicates of the Action, and/or the allegations in the Complaint, including all claims that were or could have been raised in the Action and any other wage and hour claims for damages, premiums, penalties, interest, attorneys' fees, and equitable relief. *See* Exhibit 1 at Sec. 18.a. The release period for PAGA claims runs from December 12, 2024 through the date of Preliminary Approval. All Aggrieved Employees – including Non-Participating Class Members who are Aggrieved Employees – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice, the Action, and/or ascertained in the course of the Action. *Id.* at Sec. 19.

49. The release timing extends through the date of preliminary approval, and the Released Parties are Defendant and their related persons and entities. *Id.* at Sec. 18.a. By its express terms, the release only encompasses claims arising from the facts alleged in the Complaint. *Id.*

50. The Class Representative also agrees to a general release. *Id.* at Sec. 20.

51. The Parties have agreed to use Phoenix Class Action Administration Solutions to administer the Settlement, for total fees and costs currently estimated not to exceed $4,500.00. The Settlement Administrator will distribute the Notice of Settlement via U.S. mail and email,

calculate individual settlement payments, calculate all applicable payroll taxes, withholdings and deductions, run skip-tracing for undeliverable mail, process any opt-out requests and objections, and prepare and issue all disbursements to Class Members, the Class Representative, Plaintiffs' counsel, and applicable state, and federal tax authorities.

52. The Settlement Administrator is also responsible for the timely preparation and filing of all tax returns and reporting, and will make timely and accurate payment of any and all necessary taxes and withholdings.

PRELIMINARY APPROVAL OF THE CLASS SETTLEMENT

53. With this Motion, the Parties request the Court take the first step in the settlement approval process and grant preliminary approval of the proposed Settlement. A preliminary review of the Settlement reveals the fairness of its terms. This class action settlement satisfies the requirements of Code of Civil Procedure § 382, and it is fair, reasonable, and adequate. Accordingly, the Court should preliminary approve the settlement as to the Class.

Certification

54. The class members here satisfy the ascertainability and numerosity requirement for purposes of settlement; numerosity is usually satisfied where the class consists of 40 or more members. Here, the class consists of approximately 48 individuals, and each of them may be readily ascertained and identified from Defendant's personnel and payroll records. With 48 Class Members, joinder is impracticable and the numerosity requirement is satisfied.

55. Plaintiff contends that common questions of law and fact predominate here, which favors certification. Plaintiff alleges that Defendant has uniform policies and practices applicable to the putative Class Members. Specifically, Plaintiff alleges the wage and hour violations are in large measure borne of Defendant's standardized policies, practices, and procedures that these non-exempt employees are required to follow, including the allegations that these workers are subject to the same unpaid drive time policy, non-compliant meal and rest period policies, expense reimbursement policies, and other off-the-clock work which result in Class Members not being paid for all wages owed. These class members are largely subject to the same: timekeeping, payroll, and compensation policies. Plaintiff's other derivative claims will rise or fall with the primary

claims. Because these questions can be resolved at the same juncture, Plaintiff contends the commonality requirement is satisfied for the Class.

56. Because Defendant maintained various common policies and practices about drive time, off-the-clock work, meal and rest periods, and expense reimbursement during the relevant time period, and applied these policies and practices to the Class Members here, Plaintiff contends that there are no individual defenses available to Defendant which would preclude class treatment.

57. Plaintiff contends that her claims are typical of those of all other Class Members.

58. They were subject to the alleged illegal policies and practices that form the basis of the claims asserted in this case. Review of timekeeping and payroll data confirm that these non-exempt employees were subjected to the same alleged illegal policies and practices to which Plaintiff was subjected. Thus, Plaintiff contends that the typicality requirement is also satisfied.

59. Plaintiff's claims are in line with the claims of the Class, and Plaintiff's claims are not antagonistic to the claims of Class Members. Plaintiff has prosecuted this case with the interests of the Class Members in mind.

60. Moreover, Plaintiff's counsel has extensive experience in class action and employment litigation, including wage and hour class actions, and do not have any conflict with the Class.

61. Plaintiff contends the common questions raised in this action predominate over any individualized questions concerning the Class. The Class is entirely cohesive because resolution of Plaintiff's claims hinge on the uniform policies and practices of Defendant, rather than the treatment the Class Members experienced on an individual level. As a result, Plaintiff contends that the resolution of these alleged class claims would be achieved through the use of common forms of proof, such as Defendant's uniform policies and practices, and would not require inquiries specific to individual Class Members.

62. Further, Plaintiff contends the class action mechanism is a superior method of adjudication compared to a multitude of individual suits.

63. Here, the Class Members do not have a strong interest in controlling their individual claims. The action involves dozens of workers with very similar, but relatively small,

claims for monetary injury. If the Class Members proceeded on their claims as individuals, their numerous individual suits would require duplicative discovery and duplicative litigation, and each Class Member would have to personally participate in the litigation effort to an extent that would never be required in a class proceeding. Thus, Plaintiff contends that the class action mechanism would efficiently resolve numerous substantially identical claims at the same time while avoiding a waste of judicial resources and eliminating the possibility of conflicting decisions from repetitious litigation.

64. The issues raised by the present case are much better handled collectively by way of a settlement.

65. The Settlement presented by the Parties provides finality, ensures that workers receive redress for their relatively modest claims, and avoids clogging the legal system with numerous cases. Accordingly, class treatment is efficient and warranted, and the Court should conditionally certify the Class for settlement purposes.

The Proposed Settlement is Fair, Reasonable, and Adequate

66. The proposed class settlement is fair, reasonable, and adequate

67. A review of the Settlement Agreement reveals the fairness, reasonableness, and adequacy of its terms. The Gross Settlement Amount of $225,000, which represents approximately 20.84% of the estimated $1,079,451 best-day-at-trial damages that Plaintiff calculated using the informal discovery provided by Defendant.

68. Again, these figures are based on Plaintiff's assessment of a best-case-scenario. To have obtained such a result at trial(s), Plaintiff would have had to prove overtime liability for every day/workweek by every class member and that Defendant acted knowingly or in bad faith. These figures would of course be disputed and hotly contested. The result is well within the reasonable standard when considering the difficulty and risks presented by pursuing further litigation.

69. The final settlement amount takes into account the substantial risks inherent in any class action wage-and hour case, as well as the procedural posture of the Action and the specific defenses asserted by Defendant, many of which are unique to this case.

70. In an effort to ensure fairness, the Parties have agreed to allocate the settlement proceeds amongst Class Members in a manner that recognizes that amount of time that the particular Class Member worked for Defendant in the applicable limitations period, which is a reasonable and widely-accepted pro rata distribution method. The allocation method will ensure those class members who worked more workweeks within the class period will receive a greater recovery. The allocation was made based on Class Counsel's assessment to ensure that employees are compensated accordingly and in the most equitable manner.

71. The Parties engaged in extensive discovery and risk assessment that have enabled both sides to assess the claims and potential defenses in this action. The Parties were able to accurately assess the legal and factual issues that would arise if the case proceeded to trial.

72. In addition, in reaching this Settlement, Plaintiff's counsel relied on their substantial litigation experience in similar wage and hour class and collective actions.

73. Plaintiff's counsel's liability and damages evaluation was premised on a careful and extensive analysis of the effects of Defendant's compensation policies and practices on Class Members' pay.

74. Ultimately, facilitated by Mr. Marsili, the Parties used this information and discovery to fairly resolve the litigation.

75. The monetary value of the proposed Settlement represents a fair compromise given the risks and uncertainties posed by continued litigation.

76. If the Action were to go to trial(s) as a class and PAGA action (which Defendant would vigorously oppose if this Settlement Agreement were not approved), Class Counsel estimates that fees and costs would exceed $300,000. Litigating the claims would require substantial additional discovery including the depositions of current and former employees, possible damages experts, and consideration, preparation, and presentation of voluminous documentary evidence, motion practice (including a motion for class certification and dispositive motion practice), and the preparation and analysis of expert reports.

77. Recovery of the damages and penalties previously referenced would also require complete success and certification of all of Plaintiff's claims, a questionable feat in light of

developments in wage and hour and class action law as well as the legal and factual grounds that Defendant has asserted to defend this action.

78. Hourly overtime claims are difficult to certify for class treatment, given that the nature, cause, and amount of the off-the-clock work may vary based on the individualized circumstances of the worker. While Plaintiff is confident that she would successfully establish that common policies and practices give rise to the off-the-clock work for non-exempt employees, Plaintiff acknowledged that the work was performed by Class members occurred at different times and under the purview of different managers. Plaintiff recognized that obtaining class certification would present a significant obstacle, with the risk that the Class Members could only pursue individual actions in the event that certification was denied. Certification of off-the-clock work claims is complicated by the lack of documentary evidence and reliance on employee testimony, and Plaintiff would likely face motion(s) for decertification as the case progressed. Given that the substantive damages are largely driven by the alleged off-the-clock work, and that the derivative and penalty claims are tethered to off-the-clock claims and time-rounding claims, Plaintiff's counsel was required to significantly discount the hypothetical value of the claims when assessing the potential settlement value of the case.

79. Plaintiff would encounter difficulties in moving for certification and proving the claims on the merits given the voluminous timekeeping and payroll records that would need to be analyzed and presented in a clear and concise manner, which represents a logistical challenge even for the most seasoned of expert witnesses.

80. Moreover, Plaintiff considered the risk that the Court would, in the end, decline to find Defendant liable under the Labor Code on one or more of the claims. If Defendant was not found liable on one or more claims, the value of the case would be substantially lessened, and Plaintiff had to consider this risk. Additionally, Plaintiff's derivative claims rise and fall with Plaintiff's core overtime claims. While Plaintiff believes that she would prevail on these issues, Plaintiff recognizes the risk that a fact finder may find for Defendant on one or more of these issues and may find damages to be significantly less than what Plaintiff claims. Moreover, in my

experience with similar wage-and-hour class and PAGA actions, and given the results obtained here, I believe this Settlement will provide a substantial benefit to the Class Members.

81. In contrast to litigating this suit, resolving this case by means of the Settlement will yield a prompt, certain, and very substantial recovery for the Class Members. Such a result will benefit the Parties and the court system. It will bring finality to over a year of litigation, and will foreclose the possibility of expanding litigation. Defendant has at all times denied liability and defended the claims. Defendant posits that this case is not suitable for class treatment (other than for settlement purposes), that it fully complied with its Labor Code obligations, and that Plaintiff and the Class are not entitled to damages, penalties, or other relief sought. Absent the settlement agreement, Defendant would continue to deny the claims and defend the litigation.

82. The settlement was a product of non-collusive, arm's-length negotiations. The Parties participated in mediation with a skilled and reputable mediator. The mediation session consisted of lengthy discussions and negotiations that lasted a full day, resulting in a settlement in principle. At mediation, Defendant raised many of the arguments above addressing the risks of continued litigation. Despite Plaintiff's confidence in her ability to prove her claims on a class-wide basis, any of the defenses, if decided in favor of Defendant, could have reduced or even eliminated a potential damages award.

83. The Parties then spent several months negotiating the long form settlement agreement, with several rounds of meet and confer and correspondence related to the terms and details of the Settlement.

84. Plaintiff is represented by experienced and respected litigators of representative wage and hour actions, and these attorneys feel strongly that the proposed Settlement achieves an excellent result for the Class Members.

SERVICE AWARD

85. The enhancement payment of $10,000 for Plaintiff Segura is intended to compensate Plaintiff for the critical role she played in this case, and the time, effort, and risks undertaken in helping secure the result obtained on behalf of the Class members.

86. Moreover, Plaintiff Segura has agreed to a general release, unlike other Class Members. The service award is intended to serve as consideration in exchange for Plaintiff's general release of claims.

87. In agreeing to serve as Class representative, Plaintiff Segura formally agreed to accept the responsibilities of representing the interests of all Class Members, provided invaluable information necessary to initiate the case, and assisted in Counsel's investigative efforts throughout the case.

88. Defendant does not oppose the requested payment to Plaintiff as reasonable service award.

ATTORNEY'S FEES AND COSTS

89. In their fee motion to be submitted with the final approval papers, Plaintiff's counsel will request up to 35% of the Gross Settlement Amount, or $78,750, plus reimbursement of costs up $11,732.99. Defendant will not oppose Plaintiff's request for an award of 35% of the Gross Settlement Amount. Plaintiff's counsel will provide the lodestar information and/or supporting documentation for LEL with their fee motion, and anticipate that the aggregate lodestar will be within the range of reasonableness to substantiate the requested fee award. On this basis, the requested attorneys' fees award is reasonable.

90. In this case, given the excellent results achieved, the effort expended litigating the Action, and the difficulties attendant to litigating this case, the requested fee amount should be approved. There was no guarantee of compensation or reimbursement. Rather, counsel undertook all the risks of this litigation on a completely contingent fee basis. These risks were front and center. Defendant's vigorous and skillful defense further confronted Plaintiff's counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case.

91. Nevertheless, Plaintiff and her counsel committed themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and maximize the class recovery. During the litigation, counsel had to turn away other less risky cases to remain sufficiently resourced for this one. The challenges that Class Counsel had to confront and the risks they had

to fully absorb on behalf of the class here are precisely the reasons for multipliers in contingency fee cases.

92. Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. This does not result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e.,* if the client paid the bill on a monthly basis), and that the greater the risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel.

93. For these reasons, Plaintiff's counsel respectfully submits that a 35% recovery for fees is appropriate. Plaintiff's counsel also requests reimbursement for their litigation costs. Plaintiff's counsel's efforts resulted in an excellent settlement, and the fee and costs award should be preliminarily approved as fair and reasonable. Plaintiff's counsel further requests reimbursement for their litigation costs in the amount of $11,732.99 (exclusive of the expected settlement administration costs, which are estimated to be $4,500).

THE NOTICE OF SETTLEMENT AND RELATED ADMINISTRATION

94. The Notice of Settlement, attached as **Exhibit A** to the Settlement Agreement, and manner of distribution negotiated and agreed upon by the Parties are "the best notice practicable."

95. All Class Members are readily identified from Defendant's business records, and the Notice of Settlement will be mailed directly to each Class Member, and emailed to those for whom Defendant has an email address. The proposed Notice is clear and straightforward, and provides information on the nature of the action and the proposed Class, the terms and provisions

of the Settlement Agreement, and the monetary awards that the Settlement will provide Class Members.

96. The proposed Notice fulfills the requirement of neutrality in class notices. It summarizes the proceedings necessary to provide context for the Settlement Agreement and summarizes the terms and conditions of the Settlement, including an explanation of how the settlement amount will be allocated between the Named Plaintiff, Plaintiff's counsel, the Settlement Administrator, and the Class Members, in an informative, coherent and easy-to-understand manner, all in compliance with the Manual for Complex Litigation's recommendation that "the notice contain a clear, accurate description of the terms of the settlement."

97. The Notice clearly explains the procedures and deadlines for requesting exclusion from the Settlement, objecting to the Settlement, the consequences of taking or foregoing the various options available to Class Members, and the date, time and place of the Final Approval Hearing. The proposed Notice of Settlement also sets forth the amount of attorneys' fees and costs sought by Plaintiff, as well as an explanation of the procedure by which Class Counsel will apply for them. The Notice of Settlement clearly states that the Settlement does not constitute an admission of liability by Defendant.

98. The Notice makes clear that the final settlement approval decision has yet to be made.

99. Accordingly, the Notice of Settlement complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

100. Furthermore, reasonable steps will be taken to ensure that all Class Members receive the Notice. Before mailing, Defendant will provide to the Settlement Administrator a database that contains the names, last known addresses, last known email addresses (if any), and social security numbers of each Class Member, along with the applicable workweeks information for each Class Member to be used for calculating the respective settlement shares. The Notice of Settlement will be sent by United States Mail, and also via email to the maximum extent possible. The Settlement Administrator will make reasonable efforts to update the contact information in

the database using public and private skip-tracing methods. Within 10 business days of receipt of the Class List from Defendant, the Settlement Administrator will mail and email the Notice of Settlement Form to each Class Member.

101. With respect to Class Notices returned as undeliverable, the Settlement Administrator will re-mail any Notices returned to the Settlement Administrator with a forwarding address following receipt of the returned mail. If any Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator will undertake reasonable efforts to search for the correct address, including skip tracing, and will promptly re- mail the Notice of Settlement to any newly found address.

102. Class Members will have 60 days from the initial mailing of the Notice of Settlement to opt-out or object to the Settlement. Any Class Member who does not submit a timely request to exclude themselves from the Settlement will be deemed a Participating Individual whose rights and claims are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the case.

103. Administration of the Settlement will follow upon the occurrence of the Effective Date of the Settlement.

104. The Settlement Administrator will provide Class Counsel and Defendants' Counsel with a report of all Settlement payments within 10 business days after the opt out/objection deadline.

105. Because the proposed Notice of Settlement clearly and concisely describes the terms of the Settlement and the awards and obligations for Class Members who participate, and because the Notices will be disseminated in a way calculated to provide notice to as many Class Members as possible, the Notices of Settlement should be preliminarily approved.

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

Executed on April 8, 2026, at Santa Monica, California.

William M. Hogg

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
Segura v. Comprehensive Mobile Care, LLC
Case No. 30-2026-01541502-CU-OE-CXC

EXHIBIT 1

Joshua I. White (SBN 278166)
William M. Hogg (SBN 338196)
LAUREL EMPLOYMENT LAW
808 Wilshire Blvd., Ste. 200
Santa Monica, California 90401
Tel: (323) 551-9221
Fax: (310) 564-4093
josh@laurelemploymentlaw.com
william@laurelemploymentlaw.com

Counsel for Yajaira Plaintiff Segura and Others Similarly Situated

Erin D. Leach (SBN 247785)
SNELL & WILMER LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, California 92626
Tel: (714) 427-7000
Fax: (714) 427-7799
eleach@swlaw.com

Counsel for Defendant Comprehensive Mobile Care, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

YAJAIRA SEGURA, Individually and for Others Similarly Situated,

Plaintiff,

v.

COMPREHENSIVE MOBILE CARE, LLC,

Defendant.

Case No. 30-2026-01541502-CU-OE-CXC

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class and Private Attorney Generals Act (PAGA) Action Settlement Agreement and Release (the "Settlement Agreement," "Settlement," or "Agreement") is entered into between Plaintiff Yajaira Segura ("Named Plaintiff"), individually and on behalf of all other similarly-situated persons, and on behalf of the State of California and Aggrieved Employees, and Defendant Comprehensive Mobile Care, LLC ("Defendant" or "CMC"), subject to the approval of the Court. Named Plaintiff and Defendant are collectively referred to as the "Parties."

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Action" means *Segura v. Comprehensive Mobile Care, LLC*, Superior Court of California, County of Orange, Case No. 30-2026-01541502-CU-OE-CXC, *i.e.*, the class and representative action complaint alleging unpaid wages (including minimum wage), unpaid overtime, meal period penalties, rest break penalties, reimbursement claims, wage statement claims, waiting time penalty claims, unfair business practices, and PAGA civil penalties that Segura filed in Orange County, California Superior Court.

b. "Aggrieved Employees" means CMC's current and former hourly-paid, non-exempt employees who worked in California from December 10, 2024 through the date the Court grants preliminary approval of the Settlement.

c. The "Class" or "Members of the Class" means the approximately 48 current and former hourly-paid, non-exempt employees of CMC who worked in California at any time from December 10, 2021 through the date the Court grants preliminary approval of the Settlement.

d. "Class Counsel" means Laurel Employment Law APC.

e. "Class Counsel's Costs" refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall not exceed $11,732.99, including Class Counsel's pre-filing investigation, their filing of the Action, and all related litigation activities, but exclusive of Settlement Administration costs and/or post-Settlement compliance procedure costs.

f. "Class List" means a list of Settlement Class Members that Defendant will compile from their records. The Class List shall include: each Class Member's full name; last-known address; last-known telephone number; Social Security number; and the total number of workweeks that each Settlement Class Member worked in California between December 10, 2021 through the date of Preliminary Approval and whether they worked for Defendant in California at all between December 10, 2024 and the date of Preliminary Approval.

g. "Court" means the Superior Court of California, County of Orange.

h. "Defendant's Counsel" means Snell & Wilmer, LLP.

i. "Defendant(s)" or "CMC" means Comprehensive Mobile Care, LLC.

j. "Effective Date" means (i) if there is an objection(s) to the settlement that is not subsequently withdraw, then the date upon the expiration of time for appeal of the Court's Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the settlement.

k. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff and the Settlement Class in the Action. Class Counsel will not seek more than thirty-five percent (35%) of the Gross Settlement Amount as their Fee Award.

l. "Final" shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety.

m. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

n. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

o. "Gross PAGA Amount" means the amount apportioned from the Gross Settlement Amount designated as civil penalties pursuant to PAGA, or Ten Thousand U.S. Dollars and Zero Cents ($10,000.00).

p. "Gross Settlement Amount" means the non-reversionary total amount that Defendant shall pay in connection with this Settlement . The Gross Settlement Amount is the gross sum of Two Hundred Twenty Five Thousand U.S. Dollars and Zero Cents ($225,000.00). The Gross Settlement Amount includes: (i) all Settlement Awards to Settlement Class Members; (ii) civil penalties under PAGA; (iii) Class Representative Enhancement Payment; (iv) Attorneys' Fees and Costs to Class Counsel; and (v) Settlement Administration Costs, if separate from Attorneys' Costs. Except for Defendant's employer portion of payroll taxes on Settlement Awards to Eligible Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no obligation to pay any amount in connection with the Settlement Agreement apart from the Gross Settlement Amount and Defendant's Payroll Taxes. There will be no reversion.

q. "Net PAGA Amount" means the amount apportioned from the Gross Settlement Amount designated as payment to the Aggrieved Employees in the amount of thirty-five percent (35%) of the PAGA Amount, or Three Thousand Five Hundred U.S. Dollars and Zero Cents ($3,500.00). The Labor and Workforce Development Agency (LWDA) shall receive the remaining sixty-five percent (65%) of the Gross PAGA Amount, or Six Thousand Five Hundred U.S. Dollars and Zero Cents ($6,500.00).

r. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Service Award(s); (ii) Fee Award; (iii) Class Counsel's Costs; (iv) Settlement Administration Costs to the extent separate from Class Counsel's Costs; (v) the payment to the LWDA for its share of PAGA penalties; and (vi) the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court's approval.

s. "Notice Deadline" means the date sixty (60) calendar days after the Settlement Notice is initially mailed to the Settlement Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement.

t. "Participating Individuals" means any Class Members who do not submit a valid letter requesting to be excluded from the Class Settlement, consistent with the terms set forth in this Settlement Agreement. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the Released Class Claims.

u. "Parties" means the Parties to this Agreement: Named Plaintiff and CMC.

v. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

w. "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

x. "Releasees" or "Released Parties" means Comprehensive Mobile Care, LLC, and its past and present subsidiaries, parents, members, affiliated and related companies, successors, and predecessors (including, but not limited to, Comprehensive Mobile Care Ltd., Comprehensive Mobile Care, Inc., CMC HoldCo), and each of their past and present assigns, insurers, shareholders, partners, agents, advisors, accountants, attorneys, representatives, trustees, heirs, administrators, overseeing officials, owners, officers, directors, managers, employees, and administrators, and any individual or entity that could be liable for any of the Released Claims.

y. "Service Award," "Enhancement Award," or "Class Representative Enhancement Payment" means the payment to Named Plaintiff for her efforts in bringing and prosecuting this matter. The Service Award will not exceed the following amount: Ten Thousand U.S. Dollars and Zero Cents ($10,000.00) for Named Plaintiff Yajaira Segura.

z. "Settlement Administrator" means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

aa. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, and otherwise to administer the settlement, which are estimated to be $4,500.00.

bb. "Class Settlement Award" means the payment that each Settlement Class member shall be entitled to receive pursuant to the terms of this Agreement if they do not opt out of the Class Settlement.

cc. "Settlement Class Member(s)" means all Members of the Class, Aggrieved Employees, and the Named Plaintiff.

dd. "Settlement Notice" means the Notice of Class and Representative Action Settlement to the Settlement Class Members substantially in the form as Exhibit A attached hereto, or as approved by the Court.

RECITALS

3. Named Plaintiff submitted a pre-litigation demand to CMC outlining various wage-and-hour claims she anticipated bringing on a class action basis and as a potential PAGA action.

4. Through the pre-litigation demand and subsequent conferrals, Named Plaintiff alleges CMC violated the wage and hour laws of California by failing to pay hourly, non-exempt employees earned wages for all hours worked, failing to pay all daily overtime wages earned for workdays over 8 hours long, failing to provide compliant meal and rest periods, failing to provide timely and accurate itemized wage statements, failing to reimburse necessary business expenses, and failing to pay all wages owed upon separation from employment.

5. The parties agreed to attend mediation with Jason Marsili, a neutral, third-party mediator experienced in wage-and-hour litigation, in an effort to resolve the claims prior to Named Plaintiff filing suit.

6. In advance of mediation, CMC provided a representative sample of payroll and timekeeping records for the potential class members, which Plaintiff's Counsel used to assess potential liability and calculate potential class damages.

7. On December 10, 2025, the Parties conducted a full day mediation session which was remotely held before Mr. Marsili.

8. The Parties reached an agreement in principle and agreed to settle wage-and-hour claims on a class-wide and representative basis under the terms provided in the instant Settlement Agreement.

9. As a condition of the Settlement Agreement, on December 30, 2025, Named Plaintiff submitted a notice to the Labor and Workforce Development Agency ("LWDA") of her intent to seek civil penalties under PAGA, bearing case number LWDA-CM-1146859-25.

10. Upon execution of this Settlement Agreement, Named Plaintiff shall submit a class action complaint in the Superior Court of California, County of Orange, asserting the claims outlined in the demand letter and discussed during mediation.

11. When the 65-day period for the LWDA to intervene or investigate passes on March 5, 2026, Named Plaintiff shall amend such class action complaint to include a claim under PAGA

for civil penalties.

12. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation discovery, the Parties' mediation process, the Parties' post-mediation settlement discussions and information exchanged for such purposes, and the law applicable thereto; (b) the attendant risks of litigation and the uncertainty of the outcome of the claims alleged against CMC; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable, and adequate, and that it is in the best interests of Named Plaintiff and the Settlement Class to settle their claims against CMC pursuant to the terms set forth herein.

13. CMC denies the allegations in the demand letter and the Action, and denies any and all liability, including any liability for alleged failure to pay overtime compensation, failure to pay any wages (including minimum wage), failure to provide meal periods, failure to provide rest breaks, failure to provide accurate or compliant wage statements, failure to reimburse business expenses, failure to pay wages upon termination, or any other wage and hour or similar violations. CMC contends that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. CMC contends that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, expense reimbursements, wage statements, and payment of all wages upon termination of employment, are lawful and have been lawful throughout the relevant time period. CMC also contends that Plaintiff's claims do not meet the requirements for class certification, other than for purposes of this Settlement. This Settlement Agreement shall not be construed as an admission by CMC or any of the Releasees of any fault, liability or wrongdoing, which CMC expressly denies. This Settlement is a compromise of disputed claims and is not an admission of liability on the part of CMC. If this Settlement Agreement does not become final, neither this Settlement Agreement nor the circumstances leading to this Settlement Agreement may be used as an admission by CMC of any wrongdoing or evidence of any wrongdoing by CMC.

14. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final, and the Settlement Effective Date occurs.

15. The Parties stipulate and agree that, for settlement purposes only, the requirements for establishing class certification pursuant to California Code of Civil Procedure § 382 are met. Should this Settlement not become Final and/or if the Settlement is not approved for any reason, such stipulation to certification and certification for purposes of settlement shall become null and void, shall have no effective, and shall be immediately revoked. Plaintiff and Class Counsel further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that: (i) a class should be certified as Plaintiff has proposed; or (ii) Defendant is liable to Plaintiff or the other Class Members as Plaintiff alleged.

16. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the Final Approval of the Court and the other conditions set forth herein, that Plaintiff's and the Participating Individuals' claims as described herein against CMC shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Plaintiff's and Participating Individuals' Released Claims shall be finally and fully compromised, settled and dismissed as to CMC and Releasees, in the manner and upon the terms and conditions set forth herein.

RELEASES

17. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff and the Participating Individuals agree to release all claims as set forth herein as applicable.

18. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or

claims as may be created by this by this Settlement Agreement, Named Plaintiff and all Participating Individuals shall and hereby do release and discharge Releasees, finally, forever and with prejudice, from the claims from December 10, 2021 through the date of Preliminary Approval, as follows:

a. Class Members: The Class Members release the Releasees from the following rights or claims: any and all claims under California law, based on or arising out of the same factual predicates of the Action and/or the allegations in such Action, including (i) all wage-and-hour claims that were or could have been raised in the Action; and (ii) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, overtime wages, double time wages, and/or premium pay), improper wage statements, , unreimbursed business expenses, unfair business practices, including related premiums, statutory penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. This release covers the Participating Individuals' California wage-and-hour, and all related federal and state wage-and-hour claims, including, but not limited to, unpaid wages (including minimum wage), unpaid overtime, meal period penalties, rest break penalties, reimbursement claims, wage statement claims, waiting time penalty claims, and unfair business practices, and all other claims for wages, penalties, and reimbursement under state, federal or local laws accrued between December 10, 2021 through the date a court of competent jurisdiction grants preliminary approval of the settlement, as well as all other claims that could have been asserted based on the facts alleged in the Action. This includes claims meeting the above definition(s) under any and all applicable statutes, including without limitation California Labor Code sections §§ 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802; the California Unfair

Competition Law, and in particular, California Bus. and Prof. Code §§ 17200 et seq., as well as the applicable Industrial Welfare Commission Wage Orders.

19. **Release of PAGA Claims.** The release period for PAGA claims runs from December 12, 2024 through the date of Preliminary Approval. All Aggrieved Employees – including Non-Participating Class Members who are Aggrieved Employees – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice, the Action, and/or ascertained in the course of the Action.

20. **Named Plaintiff's Released Claims.** Named Plaintiff's Released Claims mean any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for all hours worked, overtime wages, double time wages, premium pay, other damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiff's Released Claims include, but are not limited to, the Settlement Class Members' Released Claims, as well as any other claims under any provision of federal, state, or local law, including, but not limited to, the Fair Labor Standards Act, the California Labor Code, California Wage Orders, and the Fair Employment and Housing Act. Upon Final Approval, Named Plaintiff shall be deemed to have fully, finally, and forever released Releasees from all Named Plaintiff's Released Claims through the date of Preliminary Approval. Further, upon Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have had relating to the Named

Plaintiff's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

> 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.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

21. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

a. **Filing the Action.** Named Plaintiff shall file the Action in the Superior Court of California, County of Orange, asserting class action claims for unpaid wages (including minimum wage), unpaid overtime, meal period penalties, rest break penalties, failure to reimburse, failure to provide accurate and compliant wage statement claims, waiting time penalties, and unfair business practices.

b. **Amending the Action.** After the completion of the 65-day notice period, and in the event the LWDA does not notify either party of its intent to investigate or intervene, Named Plaintiff shall amend the Action to include a claim for civil penalties under PAGA.

c. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file an Unopposed or Joint Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to Code of Civil Procedure § 382 for the sole purpose of the settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances, set a date for Named Plaintiff's motion for Final Approval of the Settlement, and approval of the requested Service Award(s), Fee Award, Class Counsel's Costs, and Settlement

Administration Costs; and set a date for the Final Approval Hearing.

d. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Settlement Class Members. The Settlement Administrator will also field any telephone inquiries from Settlement Class Members during the notice and settlement administration period.

e. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, CMC shall provide to the Settlement Administrator the Class List, an electronic database containing the names, last-known addresses, last-known telephone numbers (if any), Social Security numbers or tax ID numbers of each Settlement Class Member, along with the total number of workweeks that each Settlement Class Member worked for CMC in California in a non-exempt position from December 10, 2021 through the date of Preliminary Approval and whether the Settlement Class Member worked for CMC in California in a non-exempt position at any time between December 12, 2024 and the date of Prelimianry Approval.

f. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses of Settlement Class Members via publicly available information.

g. Within ten (10) business days after receiving the Class List, the Settlement Administrator shall mail the agreed-upon and Court-approved Settlement Notice to Settlement Class Members. Class Counsel shall provide notice to Defendant's Counsel that the Settlement Notice has been mailed, including the date of mailing.

h. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement

Administrator shall promptly attempt to determine a correct address using a skip-trace procedure, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall re-mail the Notice of Settlement. In no circumstance shall such re-mailing extend the Notice Deadline.

i. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel with weekly updates on the status of Settlement administration (including numbers and percentages of mailed Notices, returned Notices, re-mailed Notices, undeliverable Notices, opt-outs, and objections). Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel a report showing: (i) a unique ID number for each Class Member; (ii) Settlement Awards owed to each Class Member; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement that were returned without a forwarding address and for which skip-trace procedures did not result in a more recent address. Class Members' names and contact information are subject to third party privacy rights. As a result, such information shall not be provided to Class Counsel. Upon completion of the administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to Class Counsel, Defendant's Counsel, and to the Court. This written certification shall include the total number of Participating Individuals (including the total number of Class Members who do not request exclusion), the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion.

j. CMC will not take any adverse action against any current or former employee on the grounds that he or she is eligible to participate and/or does participate in the Settlement. CMC will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

k. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

22. **Disputes Regarding Workweeks.** To the extent that any Settlement Class Member disputes the number of workweeks that the Settlement Class Member worked, as shown in his or her Settlement Notice, such Settlement Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for CMC. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by CMC's records, his/her Settlement Award will be determined based on CMC's records. The Settlement Administrator shall notify Defendant's Counsel and Class Counsel, respectively, of any disputes it receives though the Settlement Class Member's name shall not be provided to Class Counsel at that time. CMC shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. If CMC rejects the Settlement Administrator's recommendation, the Settlement Administrator shall provide the Settlement Class Member's name to Class Counsel and Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Settlement Class Member of the decision.

23. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, file with the Court a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the

objector, and must include the objector's name, address, telephone number, the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel (and Class Counsel will in turn serve such notice on Defendant's Counsel) on or before the Notice Deadline, and the Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the latter of the postmark dates will control. Absent good cause found by the Court, persons who fail to make timely written objections in the manner specified herein shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Settlement Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal form any order of the Court that is consistent with the terms of this Settlement.

24. **Requests for Exclusion.** The Settlement Notice shall provide that Settlement Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement (*i.e.*, "opt out" of the Settlement) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Settlement Class Member's full name, address, telephone number, and last four digits of their Social Security number, and must be signed individually/personally by the Class Member. No opt-out request may be made on behalf of a group. Such written request for exclusion must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves

from the Settlement.

25. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Settlement Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Settlement Class Member fourteen (14) calendar days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

26. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed or Joint Motion for Final Approval of Settlement Agreement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft Unopposed or Joint Motion for Final Approval of Settlement Agreement. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

a. certifying the Action and Settlement Class as a class action pursuant to Code of Civil Procedure § 382 for purposes of settlement only;
b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
c. approving the Settlement as final and its terms as fair, reasonable and adequate;
d. approving the payment of the Service Award to Named Plaintiff;
e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses;
f. approving payment of the Settlement Administrator costs;
g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
h. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Participating Individuals' Released

Claims and the PAGA Released Claims; and

i. retaining continuing jurisdiction over the Action for purposes only of overseeing all settlement administration matters.

27. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Class Counsel shall submit a post-judgment report to the Court regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

28. **Gross Settlement Amount.**

a. Funding of Settlement. Within sixty (60) days of the Effective Date, Defendant shall pay the Gross Settlement Amount into the Settlement Administrator's Qualified Settlement Fund. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Qualified Settlement Fund.

29. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid from the Gross Settlement Amount:

a. Service Award(s) to Named Plaintiff. Subject to the Court's approval, Named Plaintiff Yajaira Segura shall receive Ten Thousand U.S. Dollars and Zero Cents ($10,000.00) for his or her efforts in investigating the claims, asserting the claims in the demand letter, resolving the claims at mediation, bringing the Action and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for this payment. This payment shall be made within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount. If the Court approves a Service Award in an amount less than what

Named Plaintiff requests, the reduction in the Service Award(s) shall not be a basis for nullification of this Settlement. In addition, any unapproved portion shall flow to the Net Settlement Amount. Nor shall a reduction in the Service Award(s) in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.

b. Fee Award and Costs.

i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to thirty-five percent (35%) of the Gross Settlement Amount and paid from the Gross Settlement Amount, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure the Settlement is fairly and properly administered and implemented, and obtaining final dismissal of the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsel's Costs (exclusive of Settlement Administration costs paid separately and/or post-Settlement compliance procedure costs) from the Gross Settlement Amount not to exceed $11,732.99, to be approved by the Court. Named Plaintiff shall have the right to seek recovery of the Settlement Administration Costs and/or post-Settlement compliance procedure costs incurred following administration of the Settlement from the Gross Settlement Amount. If the Court approves Class Counsel Fees and/or Costs in an amount less than what is requested, the reduction in the Class Counsel Fees and/or Costs is not be a basis for nullification of this Settlement. In addition, any unapproved portion shall flow to the Net Settlement Amount. Nor shall a reduction in the Class Counsel Fees or Costs in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. These payments of attorneys' fees and costs shall be made within fourteen (14) calendar days after the Defendant funds the Gross Settlement Amount or as soon as reasonably practicable.

ii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment(s) made to them.

30. **LWDA Payment.** Subject to Court approval, the Parties agree that the amount of Ten Thousand U.S. Dollars and Zero Cents ($10,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Named Plaintiff and Aggrieved Employees under the California PAGA, Labor Code §§ 2698, *et seq*. Pursuant to PAGA, sixty-five percent (65%), or Six Thousand Five Hundred U.S. Dollars and Zero Cents ($6,500.00), of this sum will be paid to the LWDA, and thirty-five percent (35%), or Three Thousand Five Hundred U.S. Dollars and Zero Cents ($3,500.00), will be allocated to the Net PAGA Amount and split equally amongst the Aggrieved Employees. The payment to the LWDA should be made within thirty (30) days after Defendant funds the Gross Settlement Amount or as soon as reasonably practicable.

a. **Settlement Administration Costs.** Settlement Administration costs are estimated to be $4,500.00, and shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement. If the Court approves Settlement Administration Costs in an amount less than what Named Plaintiff requests, the reduction in the Settlement Administration Costs shall not be a basis for nullification of this Settlement. In addition, any unapproved portion shall flow to the Net Settlement Amount.

b. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Settlement Class Members from the Gross Settlement Amount as set forth below.

31. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against CMC, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

32. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a Settlement Award from the Net Settlement Amount unless they timely request to exclude themselves from the Settlement.

33. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

34. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individual based on the below formula(s):

a. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), Class Members who validly and timely request exclusion from the Settlement shall not be included in any such calculation.

ii. For each week during which the Participating individual worked for Defendant in a non-exempt position at any time from December 10, 2021 through the date of Preliminary Approval, he or she shall be eligible to receive a pro rata portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked. Each workweek will be equal to one (1) settlement share.

iii. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. The figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.

b. Aggrieved Employees under the PAGA shall receive an equal portion of the Net PAGA Amount as follows:

i. For any Class Member – regardless of whether they opt out of the Class Settlement - who worked for CMC at any time from December 12, 2024 through the date of Preliminary Approval in California in a non-exempt role, he or she shall be eligible to receive an equal portion of the Net PAGA Amount. The total number of Aggrieved Employees will be divided into the Net PAGA Amount. The resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to the Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's Settlement Award and for those Class Members that opt out, will be paid as the individual's Settlement Award. Class Members cannot opt out of the PAGA portion of the settlement or the PAGA Release.

35. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the Class Member is expected to receive assuming full participation of all Settlement Class Members.

36. All Settlement Award determinations shall be based on CMC's records for

Settlement Class Members regarding the number of weeks worked by each Settlement Class Member during the Class Period. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

37. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA amount shall be allocated as penalties. For the remainder of each Settlement Award, one-third (1/3) of each Settlement Award shall be allocated as wages (the "Wage Portion"), and two-thirds (2/3) of each Settlement Award shall be allocated as expense reimbursements, liquidated damages, penalties, and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings for which Participating Individuals will be issue dan IRS Form W-2. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms for which Participating Individuals will be issued an IRS Form 1099. Defendant shall pay the employer's share of all required employer-side FICA and FUTA taxes on the Wage Portions of the Settlement Awards. The Settlement Administrator shall be responsible for calculating the employer share of taxes and provide Defendant with the total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund at the same time as it deposits the Gross Settlement Amount. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award.

38. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be

used, and cannot be used by any person for the purpose of avoiding any tax liability or penalties.

39. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Settlement Awards to Participating Individuals are mailed and using unique employee IDs, not employee names.

40. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals within thirty (30) calendar days after Defendant deposits the Gross Settlement Amount in the Qualified Settlement Fund or as soon as reasonably practicable. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel.

41. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time, at which time the right to recover any Settlement Award through such check will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter will be sent via U.S. mail to those who have not yet cashed their settlement check, and during the last sixty (60) days of the check cashing period, a call will be placed to those that have still not cashed their check to remind them to do so. At the conclusion of the 180 day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released their respective Released Claims.

42. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth herein, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval: each such Settlement Award shall be deposited with the California Unclaimed Property Fund (or with the unclaimed property fund for the state of residence for the Participating Individual's last-known residential address) for the benefit of the Participating Individual who did not cash or negotiate their settlement check within the 180-day period. The Settlement Administrator shall distribute any such payments to the California Unclaimed Property Fund or other appropriate unclaimed property fund. The Settlement Administrator shall certify in writing to Class Counsel and Defendant's

Counsel of the date such payment is remitted.

43. Within twenty-one (21) calendar days after the distribution of any uncashed amounts to the California Unclaimed Property Fund or other relevant unclaimed property fund, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a Post-Distribution Accounting, and Class Counsel shall file such Post-Distribution Accounting with the Court. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, if any, the number and percentage of objections, if any, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, and the amounts distributed to the California Unclaimed Property Fund (if applicable)..

MISCELLANEOUS

44. **Right to Rescind.** If Class Members representing 10% or more of the workweeks at issue validly exclude themselves from the Settlement, Defendant will have the right, at its election, to rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right in writing within 10 calendar days after the Settlement Administrator notifies the Parties of the total valid Requests to be Excluded received and number of workweeks excluded. If Defendant elects to rescind, it will be responsible for all settlement administrator costs incurred until the date such election is made, not to exceed the amount approved by the Court. If Defendant exercises this option, the Parties shall return to their respective positions that existed before the execution of this Settlement Agreement or the MOU, and no term of this Settlement Agreement, the MOU, or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

45. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(s)(2). Within ten

(10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(s)(3).

46. **No Admission of Liability.** Defendant expressly denies all of the allegations in the Action. Defendant expressly denies that it has violated the California Labor Code, or any other provisions of federal or state law with respect to any of its current or former employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendant/Releasees of any wrongdoing or evidence of any wrongdoing by Defendant/Releasees.

47. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

48. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval and, if feasible, to resubmit the settlement for approval within thirty (30) calendar days. If needed, the Parties agree to engage mediator Jason Marsili to assist with resolving remaining disputes with respect to seeking preliminary or final approval. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence in any other aspect of their litigation.

49. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled or released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any documents, statements, proceeding or

conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for an purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

50. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by California Code of Civil Procedure §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

51. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

52. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

53. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

54. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action(s) required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,

and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Jason Marisili to resolve such disagreement. The Parties, their counsel, and their agents agree that they shall not initiate or engage in any communications with any Class Member for the purpose of encouraging, inducing, influencing, or soliciting any individual to opt out of, object to, or otherwise refrain from participating in the Settlement. Nothing in this provision shall restrict counsel for either Party from responding to inquiries initiated by a Class Member, provided that such responses are neutral, factual, and consistent with the terms of this Settlement Agreement and the Settlement Agreement and applicable law. The Parties further agree not to make any misleading, coercive, or disparaging statements regarding the Settlement Agreement or the opt-out process.

55. **No Publicity.** Named Plaintiff and her counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and her counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by her counsel; provided, however, that her counsel may state that it has settled a class action claim against a company so long as neither Defendant, nor the Named Plaintiff are identified. In addition, Plaintiff's counsel may list the case name, number, and a brief description of the claims in their declarations in support of qualifications as class counsel in future filings.

56. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiff, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties

hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

57. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile, email, or electronic signature. The Parties agree that a verifiable electronic signature (e.g., DocuSign or other similar electronic signature software process) shall constitute a valid and binding signature as though it was signed by hand. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

58. **No Signature Required by Eligible Class Members.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class members of the binding nature of the release and such shall have the same force and effect as if the Settlement Agreement were executed by each Settlement Class Member (to the extent such Settlement Class Member does not validly and timely exclude themselves from the Settlement).

59. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

60. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

61. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the

jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

NAMED PLAINTIFF AND CLASS REPRESENTATIVE:

DocuSigned by:
yajaira segura
73E86E55CB46413...

Yajaira Segura

Date: 3/2/2026

APPROVED AS TO FORM BY CLASS COUNSEL:

Signed by:
Joshua I. White
002A2A6F40EA4CA...

Joshua I. White
William M. Hogg
LAUREL EMPLOYMENT LAW
808 Wilshire Boulevard, Suite 200
Santa Monica, CA 90401

Date: 3/3/2026

DEFENDANT COMPREHENSIVE MOBILE CARE, LLC:

______________________________ Date: ______________
Signature

____
Printed Name

____
Title

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

______________________________ Date: ______________
Erin D. Leach
SNELL & WILMER LLP
Plaza Tower
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

DEFENDANT COMPREHENSIVE MOBILE CARE, LLC:

Saad Hirani
Signature

Date: Feb 26, 2026

Saad Hirani
Printed Name

President, Comprehensive Mobile Care, LLC
Title

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Date: 02/26/2026

Erin D. Leach
SNELL & WILMER LLP
Plaza Tower
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
Segura v. Comprehensive Mobile Care, LLC
Case No. 30-2026-01541502-CU-OE-CXC

EXHIBIT A

to Class and PAGA Action Settlement Agreement

NOTICE OF SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY
*****THIS IS NOT AN ATTORNEY ADVERTISEMENT*****

You received this Notice of Settlement ("Notice") because the records of Comprehensive Mobile Care, LLC ("Defendant" or "CMC") show you performed work for CMC in California sometime between December 10, 2021 and [DATE OF PRELIMINARY APPROVAL] in a non-exempt, hourly position. Because you fit this definition, **you may be entitled to receive money from a Settlement[1] in this case, as described below.**

NOTE: If you performed work for CMC in California sometime between December 10, 2021 and [DATE OF PRELIMINARY APPROVAL], unless you opt-out of the Settlement, you will receive money for your California state law claims as a class member, and you will release those California state law claims.

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself ("opt out") of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event the Court denies your objection.

The Superior Court of California, County of Orange, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [DATE] at [TIME], before the Honorable [JUDGE] in [LOCATION].

2. What is this Case About?

This lawsuit alleges that CMC's current and former hourly-paid, non-exempt employees during the time period of December 10, 2021 through [DATE OF PRELIMINARY APPROVAL] were not compensated for all hours worked, including overtime wages, were not provided compliant meal and rest periods, were not reimbursed for all necessary business expenses, were not provided accurate and compliant itemized wage statements, and were not paid all wages owed at the end of their employment. This lawsuit seeks recovery of unpaid wages, penalties, statutory damages, , interest, civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), restitution, interest, attorneys' fees and litigation costs. The claims in this lawsuit are brought under California law.

[1] This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please contact Class Counsel or Phoenix Class Action Administration Solutions.

CMC denies any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit. CMC contends that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. CMC contends that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, expense reimbursements, wage statements, and payment of all wages upon termination of employment, are lawful and have been lawful throughout the relevant time period. CMC also contends that Plaintiff's claims do not meet the requirements for class certification, other than for purposes of this Settlement.

This Settlement is the result of good faith, arm's length negotiations between Plaintiff and CMC, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise of disputed claims and is not an admission of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Interested persons can view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form) can be viewed at the Courthouse, or can be obtained by contacting Phoenix Class Action Administration Solutions.

3. What Are the Terms of the Settlement?

CMC has agreed to pay $225,000.00 to settle this lawsuit ("Gross Settlement Amount"). Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (up to $78,750 in fees, plus attorneys' costs not to exceed $11,732.99; see Section 9 below), settlement administration costs to the extent not already included into the attorneys' costs not to exceed $4,500.00, a service award in the amount of $10,000.00 to Plaintiff for her service to the Settlement Class, penalties of $6,500.00 to the Labor and Workforce Development Agency ("LWDA"), and penalties of $3,500.00 to be apportioned to a NET PAGA Amount to be paid to Aggrieved Employees as further discussed below. After deductions of these amounts, what remains of the Gross Settlement Amount is referred to as the Net Settlement Amount and will be available to pay monetary Settlement Awards to Plaintiff and all Settlement Class Members who do not opt out of the Settlement Class (collectively, "Participating Individuals").

The following persons will be eligible to receive a monetary award from the Net Settlement Amount: all individuals who worked for Defendant in hourly-paid, non-exempt positions at any time between December 10, 2021 and [DATE OF PRELIMINARY APPROVAL] in the State of California.

Individuals who worked for Defendant between December 12, 2024 and [DATE OF PRELIMINARY APPROVAL] in the State of California will also be eligible to receive a monetary award from the Net PAGA Amount. These are referred to as the "Aggrieved Employees".

4. How Much Can I Expect to Receive?

All Participating Individuals will receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the Participating Individual worked for CMC during the relevant period. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows:

a. For each week during which the Participating Individual worked for Defendant at any time from December 10, 2021 through [DATE OF PRELIMINARY APPROVAL], he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked. Each workweek will be equal to one (1) settlement share.

b. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's share of the Net Settlement Amount.

Participating Individuals who worked for CMC between December 12, 2024 and [PRELIMINARY APPROVAL DATE] in California shall receive a pro rata share of the Net PAGA Amount (*i.e.*, $3,500.00) calculated based on the number of pay periods worked within the PAGA period. The total number of eligible Participating Individuals will be divided into the Net PAGA Amount. The resulting Net PAGA Amount per Participating Individual, if any, will be paid to Aggrieved Employees (the "Individual PAGA Payment"). For Participating Individuals, this amount will be added to the Participating Individual's share of the Net Settlement Amount to determine the Participating Individuals' Settlement Award.

All Settlement Award determinations will be based on CMC's records for Settlement Class Members regarding the number of weeks worked by each Settlement Class Member during the Class Period. According to records maintained by CMC, your total estimated settlement payment will be at least $[AMOUNT]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth above. Based on CMC's records, you are estimated to have worked [NUMBER] workweeks for CMC during the relevant Class Period. In addition, based on CMC's records you [are/are not] an Aggrieved Employee eligible for a portion of the Net PAGA Amount.

If you dispute the number of workweeks as shown on this Notice of Settlement, or whether you are an Aggrieved Employee, you may produce evidence to Phoenix Class Action Administration Solutions establishing the dates you contend to have worked for CMC. To do so, send a letter to Phoenix Class Action Administration Solutions explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by CMC's records, or that you are an Aggrieved Employee when this notice states you are not, your Settlement Award will be determined based on CMC's records. Any disputes must be postmarked by [DATE] and should be mailed to [SETTLEMENT

ADMINISTRATOR ADDRESS]. Phoenix Class Action Administration Solutions will notify you of the decision on the dispute.

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties; for the remainder of each Settlement Award, one-third (1/3) of each Settlement Award shall be allocated as wages (the "Wage Portion"), and two-thirds (2/3) of each Settlement Award shall be allocated as expense reimbursements, liquidated damages, penalties, and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes Defendant owes on the Wage Portion will be paid separate and apart from the Gross Settlement Amount. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be submitted to the California Unclaimed Property Fund (or the unclaimed property fund of the state listed on your last-known residential address based on CMC's records), and you are free to pursue the money that way.

It is your responsibility to keep a current address on file with Phoenix Class Action Administration Solutions to ensure receipt of your monetary Settlement. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are the Releases?

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Participating Individuals release claims as follows ("Released Claims") against CMC, its past and present subsidiaries, parents, members, affiliated and related companies, successors, and predecessors (including, but not limited to, Comprehensive Mobile Care Ltd., Comprehensive Mobile Care, Inc., CMC HoldCo), and each of their past and present assigns, insurers, shareholders, partners, agents, advisors, accountants, attorneys, representatives, trustees, heirs, administrators, overseeing officials, owners, officers, directors, managers, employees, and administrators, and any individual or entity that could be liable for any of the Released Claims (collectively, the "Releasees"):

- Participating Individuals release the Releasees from any and all wage-and-hour claims under California law, based on or arising out of the same factual predicates of the Action, the Complaint, and/or the allegations in the Complaint, from December 10, 2021 through [PRELIMINARY APPROVAL DATE] including (i) all claims that were or could have been raised in the Action; and (ii) all claims that are based on or relate to purported unpaid wages (including minimum wage), unpaid overtime, meal period penalties, rest break penalties, reimbursement claims, wage statement claims, waiting time penalty claims, and unfair business practices, and all other claims for wages, penalties, and reimbursement under state, federal or local laws, including related premiums, statutory penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. This includes claims meeting the above definition(s) under any and all applicable statutes, including without limitation California Labor Code sections §§ 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802; the California Unfair Competition Law, and in particular, California Bus. and Prof. Code §§ 17200 et seq., as well as the applicable Industrial Welfare Commission Wage Orders.

- The release period for PAGA claims runs from December 12, 2024 through [PRELIMINARY APPROVAL DATE]. All Aggrieved Employees – including Non-Participating Class Members who are Aggrieved Employees – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice, the Action, and/or ascertained in the course of the Action.

6. What Are My Rights?

- **Do Nothing:** If you are a Settlement Class Member and do not timely and validly opt-out, you will automatically become part of the Settlement Class and receive your pro rated Settlement Award and an Individual PAGA Payment (if any), and will be bound by the Settlement including its release provisions.

- **Opt-Out:** If you are a member of the Settlement Class and do not wish to be bound by the Class Settlement, you must submit a written exclusion from the Class Settlement ("opt out"), postmarked by [DATE]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your Social Security number, and must be signed individually by you. The opt-out request must be sent by mail to [SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) from the Class Settlement will not be entitled to any Class Settlement Award and will not be bound by the Class Release in the Settlement Agreement or have any right to object, appeal or comment thereon.**

  You cannot opt-out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by [DATE]. The statement must state the factual and legal grounds for your objection to the settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed individually by you. The statement must be mailed to the Court at the following address: [ADDRESS]. You must also mail a copy of your objection to Class Counsel at the addresses listed in Section 8 of this Notice, postmarked no later than [DATE].

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified herein, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in Court to object to the settlement may be excused upon a showing of good cause.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than [DATE – 10 business days before final approval hearing], orally at the Final Approval Hearing, or as otherwise ordered by the Court.

7. Can CMC Retaliate Against Me for Participating in this Lawsuit or Settlement?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with CMC or future work or employment with CMC. It is unlawful for CMC to take any adverse action against you as a result of your participation in this Lawsuit.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Joshua I. White
William M. Hogg, Esq.
LAUREL EMPLOYMENT LAW
808 Wilshire Boulevard, Suite 200
Santa Monica, California 90401
Telephone: (323) 551-9221

9. How Will the Attorneys for the Settlement Class be Paid?

Class Counsel will be paid from the Gross Settlement Amount of $225,000.00. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will receive attorneys' fees up to 35% of $225,000.00 (*i.e.*, $78,750.00) plus their out-of-pocket costs, not to exceed $11,732.99. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where Can I Get More Information?

If you have questions about this Notice, 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 Settlement, you should contact Class Counsel.

This Notice is only a summary. You can access the precise terms and conditions of the Settlement by contacting Class Counsel, or by accessing the Court docket in this case for a fee through the Court's electronic public records system at: https://www.occourts.org/online-services/case-access/civil-case-access.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR CMC FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
Segura v. Comprehensive Mobile Care, LLC
Case No. 30-2026-01541502-CU-OE-CXC

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

YAJAIRA SEGURA, individually and for others similarly situated, on behalf of the State of California and Aggrieved Employees, Plaintiff, vs. COMPREHENSIVE MOBILE CARE, LLC; and DOES 1 through 10, inclusive, Defendants.	Case No. 30-2026-01541502-CU-OE-CXC **REQUEST FOR EXCLUSION FROM CLASS FORM**

USE AND RETURN THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM THE CLASS AND DO NOT WISH TO RECEIVE A CLASS SETTLEMENT PAYMENT.

If you wish to remain in the class and receive a class settlement payment, you should not fill out this form. You do not need to do anything, and you will receive a check by U.S. Mail. This form should only be used if you want to exclude yourself from the class in this case.

If you exclude yourself from the class by signing and returning this form, you will not receive a class settlement payment, and you will not release any class claims you may have against Comprehensive Mobile Care, LLC ("CMC"). Should you desire to pursue your claims, if any, against CMC on your own, you will be solely responsible for doing so, and will be responsible for your own attorneys' fees and costs involved in pursuing your claims. If you wish to exclude yourself from the class and do not wish to receive a class settlement payment, please so indicate by signing and dating below and returning this form to the Settlement Administrator at the address below by [INSERT DATE.] If the Request for Exclusion Form is not postmarked by that date, you will remain a member of the class and will be bound by the settlement agreement.

[INSERT SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]

I HEREBY CONFIRM THAT I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A CLASS SETTLEMENT PAYMENT, AND THAT IF I WISH TO PURSUE ANY CLAIMS I MAY HAVE AGAINST COMPREHENSIVE MOBILE CARE, LLC, I WILL BE RESPONSIBLE FOR DOING SO ON MY OWN, AND AT MY OWN EXPENSE. I HAVE NOT BEEN COERCED BY ANYONE TO OPT OUT OF THE CLASS ACTION AND I CHOOSE TO

<u>OPT OUT OF MY OWN FREE WILL. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.</u>

Please print legibly:

Name ____ Date ______________________

Address ___________________________________

City _____________________ State ___________ Zip Code __________

Phone _____________________ Last 4 Digits of SSN: ________

Case Name: <u>Yajaira Segura v. Comprehensive Mobile Care, LLC</u>

Case No.: 30-2026-01541502-CU-OE-CXC

Dated: ________________ ____________________________

Signature

<u>If you wish to remain in the Settlement Class and receive a class settlement payment, PLEASE DISREGARD THIS FORM and you will receive a class settlement check in the mail.</u>