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**

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|---|---|
| YAJAIRA SEGURA, Individually and for Others Similarly Situated,<br><br>Plaintiff,<br><br>v.<br><br>COMPREHENSIVE MOBILE CARE, LLC,<br><br>Defendant. | Case No. 30-2026-01541502-CU-OE-CXC<br><br>**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. **<u>Filing the Action.</u>** 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. **<u>Amending the Action.</u>** 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. **<u>Request for Class Certification and Preliminary Approval Order.</u>** 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. **<u>Post Judgment Report.</u>** 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. **<u>Gross Settlement Amount.</u>**

a. <u>Funding of Settlement.</u> 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. **<u>Payments.</u>** Subject to the Court's Final Approval Order, the following amounts shall be paid from the Gross Settlement Amount:

a. <u>Service Award(s) to Named Plaintiff.</u> 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. **<u>No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.</u>** 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. **<u>Settlement Award Eligibility.</u>** 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. **<u>Settlement Award Calculations.</u>** 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.**