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Attorneys for Plaintiff
Roxanna Gomez, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ROXANNA GOMEZ, an Individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

CHAMBERLIN CARE, LLC, a California
Limited Liability Company; and DOES 1
through 100, Inclusive,

Defendants.

CASE NO. 30-2025-01519940-CU-OE-CXC

Assigned for all purposes to the Honorable David A.
Hoffer in department CX103

**DECLARATION OF BRIAN KEITH ANDREWS
IN SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004 AND FOR ATTORNEYS' FEES AND
COSTS**

Hearing Date: November 09, 2026
Time: 1:30 PM
Dept. CX-103
Reservation No.: 74927181

Complaint Filed: October 15, 2025

1 I, Brian Andrews, declare:

2 1. I am an attorney licensed to practice before the courts of the State of California. I
3 am an associate of Kokozyan Law Firm, APC, attorneys of record for plaintiff herein and have personal
4 knowledge of the facts thereto. If called as a witness, I could and would competently testify herein.

5 2. I make this declaration in support of Plaintiff's Motion for Approval of Settlement
6 Pursuant to the Private Attorneys General Act (Labor Code § 2698, et. seq.) ("PAGA") and Attorneys'
7 Fees and Costs.

8 3. I have been in practice for over 20 years and have represented employees in employment-
9 related matters including wage and hours class and PAGA actions and employment discrimination for
10 several years. I graduated Summa Cum Laude from the University of West Los Angeles, School of Law.

11 4. I have assisted in bringing more than one hundred employment litigation matters to
12 successful resolution.

13 5. As a result of the thorough investigation and evaluation of Plaintiffs' claims, I believe
14 that the Settlement, for the consideration and on the terms set forth in the PAGA Settlement Agreement
15 is fair, reasonable, adequate, and is in the best interests of Aggrieved Employees in light of all known
16 facts and circumstances, including the risk of significant delay and uncertainty associated with
17 litigation, and various defenses asserted by Defendant.

18 6. I fully support the settlement in this matter and believe it is in the best interests of the
19 aggrieved employees.

20 7. Plaintiff and Defendant engaged in informal discovery. Plaintiff and Defendant attended
21 a mediation with the Mark A. Lemke and were able to resolve the case. Before reaching the decision to
22 settle this matter, Plaintiffs' counsel conducted a thorough investigation into the facts of the action. This
23 involved a comprehensive pre-filing investigation and conducting extensive fact informal discovery.
24 Thereafter, Plaintiff and Defendant entered into a settlement agreement. Where PAGA penalties are
25 negotiated in good faith and there is no indication that the amount was the result of self-interest at the
26 expense of other similarly situated employees, such amounts are generally considered reasonable.

1 (*Hopson v. Hanesbrands Inc.*, Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900, at *24 (N.D. Cal. Apr.
2 3, 2009).)

3 8. On July 28, 2026, a long form settlement agreement (PAGA Settlement Agreement) was
4 fully executed by the Parties, a true and correct copy of which is attached hereto as **Exhibit 1**. True and
5 correct copies of Plaintiff's letters to the LWDA and Defendant (all written notices to the LWDA
6 pursuant to Labor Code section 2699.3(a)(1)(A)) are attached hereto as **Exhibit 2**.

7 A true and correct copy of the notice that will be sent to the Aggrieved Employees that will
8 accompany the payment to them is attached hereto as **Exhibit 3**. The Notice of Settlement (i) provides
9 an explanation of PAGA; (ii) describes the factual allegations of the operative complaint; (iii) describes
10 the scope of the released claims; (iv) states the gross settlement amount, net settlement amount, and the
11 portions allocated to the LWDA and the aggrieved employees; (v) explains how the individual payments
12 will be calculated; (vi) describes the recipient's responsibility for any taxes payable on the amount
13 received; and (vii) notifies the aggrieved employees that they cannot opt out of the settlement and that,
14 even if they do not cash their checks, they will be bound by the release. The parties have agreed on the
15 text of the Notice of Settlement. The Notice of Settlement need not be translated into any language other
16 than English, as English-only is appropriate given the aggrieved employees as part and parcel on their
17 jobs needed to communicate with clients in English and needed to be able to read and write in English.
18 All handbooks and policies produced in this action by Defendant were written only in English.

19 9. A true and correct copy of evidence that the settlement agreement and the motion papers
20 were served on the LWDA is hereto as **Exhibit 4**.

21 10. A proposed order and judgment that has been agreed to by all Parties is lodged
22 concurrently with this Motion.

23 11. The Parties have selected CPT Group, Inc. to act as Settlement Administrator. Settlement
24 administration costs will not exceed \$5,000. A true and correct copy of the Declaration of Julie Green of
25 CPT Group, Inc. is attached as **Exhibit 5**.

26 12. The operative complaint asserted violations of the labor code for 1. Failure to Pay
27 Overtime Wages; 2. Failure to Pay Minimum Wages; 3. Failure to Pay Overtime Wages at the Legal

Overtime Pay Rate; 4. Failure to Provide Meal Periods or Compensation In Lieu Of; 5. Failure to Provide Paid Rest Periods; 6. Failure to Timely Furnish Accurate Itemized Wage Statements; 7. Violation of Labor Code §203; 8. Violation of Labor Code §2802; and 9. Unfair Business Practices, and the operative complaint sought PAGA penalties for these violations.

13. The relevant period is from December 10, 2024 to June 17, 2026. At the time of settlement there were approximately 266 aggrieved employees and approximately 4,770 PAGA pay periods during the period. PAGA penalties are \$100 per initial violation and possibly \$200 for a subsequent violation. Therefore, penalties that could be recovered if Plaintiff was successful could be at least \$477,000. However, as explained further below, it was extremely unlikely that number would be achieved. Even if Plaintiff were to prevail at trial and recover PAGA penalties they would likely be reduced substantially. An award of full PAGA penalties could be confiscatory given the facts of this case. For example, it would be very challenging to prove Defendant willfully committed violations of the California Labor Code likely rendering an imposition of substantial PAGA penalties unjust arbitrary and oppressive or confiscatory. Our office, including myself, concluded the range of realistic value of the PAGA claim was approximately between \$238,500 (4,770 pay periods x \$100 dollar penalty ÷ 2) and possibly nothing. Plaintiffs' counsel therefore concluded that approximately percent 45% of the realistic exposure is a reasonable settlement of the PAGA claims.

14. As explained further below, there was the likelihood that the violations would be found not to be knowing and intentional and Defendant could be found not to have misclassified Aggrieved Employees as Personal Attendants. Defendant claimed no knowledge of meal and rest break violations. Therefore, even if Plaintiff were to prove such violations did occur, Defendant could be found to not be liable for them. Plaintiff's wage statement claim is also based on the rounding claim, but the rounding policy could be found to be neutral and thus legal as a matter of law or that in fact no rounding occurred. Under these circumstances, it could be considered risky to attempt to show that Defendant knew it was violating the labor code. There was a possibility that the Court could conclude under these circumstances that penalties would be arbitrary, confiscatory or unjust. The Labor Code section 203 claim is derivative of the unpaid wages claim and if the unpaid wages claim was not knowing and

1 intentional, the 203 claim would not be meritorious. As such, there were risks on both sides of
2 continuing this matter further.

3 15. Our office conducted a thorough investigation into the facts of this case. Defendant
4 produced polices, paystubs, a sampling 20% of pay records for Aggrieved Employees, as well as other
5 relevant documents. Our office analyzed these records to calculate potential damages consistent with
6 theories of liability. Plaintiff and our office therefore were fully informed of the factual and legal issues
7 and could and did evaluate the strengths and weaknesses of the case, the continued risk of litigation and
8 Defendant's exposure should Plaintiff prevail at trial.

9 16. I believe and so declare that the settlement of PAGA in the present case is genuine,
10 meaningful and will benefit the public in a manner consistent with the purpose of the PAGA statute.

11 17. The proposed Settlement provides for a non-reversionary Gross Settlement Amount of
12 \$108,000. None of the Gross Settlement Amount will revert to Defendant. For any Aggrieved Employee
13 whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
14 shall transmit the funds represented by such checks to the California Controller's Unclaimed Property
15 Fund in the name of the Aggrieved Employee. The Gross Settlement Amount is allocated as follows:
16 The Net Settlement Amount is at least \$57,260, the amount to be distributed to the LWDA and
17 Aggrieved Employees; Plaintiffs' attorneys' fees in the amount of \$35,640 and costs in the amount of
18 \$5,100 in attorney's costs; and up to \$5,000 in administrator costs and a \$5,000 enhancement award to
19 Plaintiff.

20 18. The Net Settlement Amount (PAGA Penalties) of \$57,260 will be allocated as follows:
21 sixty-five percent (65%) [\$37,219] shall be paid to the LWDA, and thirty-five percent (35%) [\$20,041]
22 to the aggrieved employees. The amount to the Aggrieved Employees shall be paid on a pro rata basis
23 based on the number of pay periods worked by each Aggrieved Employee during the relevant time.
24 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual
25 PAGA Payment.

26 19. These payments provide meaningful relief to the State of California and the Aggrieved
27 Employees. This is especially true considering the risk of significant delay and uncertainty of litigation.

1 20. The State of California and Aggrieved Employees will greatly benefit by obtaining timely
2 relief and avoiding the risk of an unfavorable judgment.

3 21. Plaintiff would face challenges in proving a violation of the Labor Code with respect to
4 Meal and Rest Period Claims. Defendant had a routine practice of not making meal periods available to
5 Aggrieved Employees. Moreover, Defendant did not provide Aggrieved Employees with a required
6 second meal period for shifts over ten hours. On shifts over 5 hours, Defendant's clock in and clock out
7 records do not document any unpaid meal periods whatsoever. Defendant's policy states that the
8 Aggrieved Employees understand they: "will be classified as a Personal Attendant under . . . IWC Wage
9 Order 15, when applicable. The Personal Attendant classification will persist as long as less than 20% of
10 Employee's on-duty time is spent on domestic chores unrelated to the care of a client. Employee
11 understands that Personal Attendants are exempt from meal and rest period requirements." Defendant
12 will likely claim that Aggrieved Employees were Personal Attendants exempt from meal and rest period
13 requirements, as Aggrieved Employees spent less than 20% of their on-duty time performing domestic
14 chores unrelated to the care of a client. This is a fact intensive analysis with no guarantee that Plaintiff
15 would prevail.

16 Plaintiff would also face challenges in proving a violation of the Labor Code with respect to
17 failure to reimburse necessary expenditures incurred in direct consequence of discharge of duties claim.
18 Aggrieved Employees were required to provide their own transportation to the households they visited
19 on behalf of Defendant. The majority of Aggrieved Employees used a private motor vehicle for this
20 purpose. Section 2802 states that an employer shall indemnify his or her employee for all necessary
21 expenditures incurred by the employee in direct consequence of the discharge of his or her duties.
22 Employers should have an expense reimbursement policy requiring employees to submit business
23 expenses within a reasonable time frame and on a regular schedule. Defendant had no such policy,
24 merely stating that for 2025, the California mileage reimbursement rate for employees is 70 cents per
25 mile," without any clear submission guidelines. Consequently, most earnings statements Defendant
26 provided do not show payment of mileage reimbursement, suggesting that in many instances,
27 Aggrieved Employees were not reimbursed for mileage incurred in direct consequence of the discharge

1 of their duties. Moreover, it appears that Chamberlin sometimes failed to reimburse employees for
2 mileage in the proper amount.

3 Defendant will likely note that California law does not specify a time frame for submitting
4 business expenses. Defendant will also likely claim that Defendant reimbursed mileage expenses
5 incurred upon submission and that mileage was promptly reimbursed to the tenth of a mile. There is no
6 guarantee Plaintiff would prevail on this claim.

7 22. Plaintiff could encounter difficulties establishing liability for the unpaid wages claim.
8 The unpaid wages claim is predicated in part on the theory that Defendant uniformly rounded its
9 employees' time so that employees were paid less than they would have been paid had they been paid
10 for actual recorded time rather than "rounded" time. The time records revealed that the aggrieved
11 employees were not paid for all hours worked given that all time was recorded to the quarter hour.
12 However, Defendant will likely argue that it did not round time. The aggrieved employees were on
13 notice of Defendant's policy that "Nonexempt employees are required to keep an accurate and complete
14 record of their attendance and hours worked" and Defendant merely paid Aggrieved Employees, who
15 worked in the field, for hours worked they reported. Whether Aggrieved Employees were
16 "systematically" undercompensated is unclear.

17 The unpaid wages claim is also predicated on the theory that Defendant improperly classified
18 Aggrieved Employees as Personal Attendants or Home Care Aides so that Aggrieved Employees did not
19 receive overtime pay when they worked more than 8 hours in a workday but only received overtime pay
20 when they worked more than 9 hours in a workday. Aggrieved Employees also did not receive
21 doubletime pay when required by California law based on the understanding that Defendant improperly
22 classified Aggrieved Employees as Personal Attendants or Home Care Aides. In fact, Chamberlin
23 informed Aggrieved Employees that they were entitled to overtime at the rate of one and a half times
24 their regular rate for all work in excess of 9 hours in a workday.

25 However, Defendant will likely claim that Aggrieved Employees were in fact Personal
26 Attendants exempt from regular overtime requirements, as Aggrieved Employees spent less than 20% of
27

1 their on-duty time performing domestic chores unrelated to the care of a client. This would require a fact
2 intensive analysis with no guarantee that Plaintiff would prevail.

3 Plaintiff believes her wage statement claim is valid. The wage statements claim however is
4 derivative of Plaintiff's unpaid wages and penalties for meal and rest period claims. Therefore, this
5 claim is subject to the same risks as the aforementioned claims. There was an additional obstacle in that
6 Defendant could claim there was no willful violation.

7 PAGA penalties for the Waiting Time are derivative of the rounding and misclassification claims
8 and therefore the success of it was dependant upon those claims.

9 23. PAGA penalties and prevailing at trial were far from certain.

10 24. Plaintiffs allege that Defendant is liable for civil penalties under PAGA. While the
11 method of calculating PAGA penalties is straightforward, the analysis becomes more difficult for
12 settlement purposes as PAGA penalty claims are only as strong as the underlying predicate claims.

13 25. For substantive Labor Code sections that currently carry no civil penalties, the PAGA
14 establishes penalties. Pursuant to Labor Code §2699, et seq., an employee is entitled to a \$100 penalty
15 for the initial pay period and a \$200 penalty for each subsequent violation of the Labor Code. However,
16 some courts have interpreted Labor Code section 2699(f)(2) to impose the enhanced "subsequent
17 violation penalty" or "heightened penalty" only after an employer has been notified that its conduct
18 violates the Labor Code. (See *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–
19 07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) ("courts have held that employers are
20 not subject to heightened penalties for subsequent violations unless and until a court or commissioner
21 notifies the employer that it is in violation of the Labor Code"); *Amalgamated Transit Union Local*
22 *1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, No. 05cv1199–IEG–CAB, 2009 WL 2448430 (S.D.
23 Cal. 2009) (finding that California law imposes the "subsequent violation penalty" only after an
24 employer has been notified its conduct violates the Labor Code).) While Plaintiff regards this
25 interpretation as flawed, she nonetheless recognizes that this interpretation has gained traction with some
26 courts. Penalties may be reduced for multiple factors, issues, and heightened risks and may be affected
27 by recent amendments to PAGA.

1 26. The strength of the PAGA claim would be impacted by the multiple factors as discussed
2 *supra*. Further, PAGA penalties awarded are within the Court’s discretion. Labor Code section 2699,
3 subdivision (e)(2), provides that the trial court “may award a lesser amount than the maximum civil
4 penalty... specified by this part if based on the facts and circumstances of the particular case, to do
5 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Further,
6 even if liability is established Defendant could make an argument that the violations were not willful.
7 Further, a good faith defense to Plaintiffs’ claims would substantially reduce or eliminate Plaintiff’s
8 PAGA claims. Based on recent PAGA decisions, Plaintiffs’ counsel concluded that even if Plaintiff was
9 successful on this claim through trial, the Court may well have exercised its discretion under PAGA and
10 significantly reduced the penalties. (Cal. Labor Code Section 2699(e)(2)). Finally, there is always the
11 risk that the Court could find that a PAGA trial would be unmanageable.¹

12 27. Plaintiff’s counsel ultimately believed that collective PAGA penalties for the above
13 referenced Labor Code violations had a 50% probability for exposure. The realistic exposure to
14 Defendants was therefore about \$238,500 (4,770 pay periods x \$100 dollar penalty ÷ 2). The settlement
15 of \$108,000 therefore represents approximately 45% of the realistic gross exposure. This is a fair and
16 reasonable settlement as a matter of law and is well above the 3 to 6 percent that has been approved as
17 stated below.

18 28. Further, Plaintiff determined an appropriate range of settlement for PAGA penalties as a
19

20 ¹ Although Plaintiff maintains that such a trial would be manageable, they are aware of the risks, as illustrated by
21 the following cases: *See, e.g., Ortiz v. CVS Caremark Corp.*, No. C-12-05859 EDL, 2014 WL 1117614, at *4
22 (N.D. Cal. Mar. 19, 2014) (“[T]he Court finds that the PAGA claim in this case is unmanageable. In reaching this
23 decision, the Court does not conclude that PAGA claims are unmanageable in general, but only that the
24 circumstances of this case make the PAGA claim here unmanageable because a multitude of individualized
25 assessments would be necessary”), *Brown v. Am. Airlines, Inc.*, No. CV 10-8431-AG (PJWx), 2015 WL 6735217,
26 at *1 (C.D. Cal. Oct. 5, 2015) (“The Court finds manageability issues exist regarding PAGA overtime claims here.
27 There appears to be too many individualized assessments to determine PAGA violations concerning overtime
28 pay.”), *Bowers v. First Student, Inc.*, No. 2:14-CV-8866-ODW (Ex), 2015 WL 1862914, at *4 (C.D. Cal. April
23, 2015) (“A PAGA claim can be considered unmanageable when a multitude of individualized assessments
would be necessary”); *Litty v. Merrill Lynch & Co., Inc.*, No. CV 14-0425 PA (PJWx), 2014 WL 5904904, at *3
(C.D. Cal. Nov. 10, 2014) (“The circumstances of this case make the PAGA claim unmanageable because a
multitude of individualized assessments would be necessary”).

percentage of the settlement range that was consistent with what has been approved by California courts. (*See Custom LED LLC v eBay Inc* 2014 WL 2916871 at 4 N D Cal 2414 (“Courts have held that a recovery of only 3 percent of the maximum potential recovery is fair and reasonable when the plaintiffs face a real possibility of recovering nothing absent the settlement.”))

29. PAGA authorizes an award of reasonable attorneys’ fees and costs. See California Labor Code 2699(k)(1).

30. The Court need not review the request for attorney fees under standards applicable to class actions, but to the extent such standards are applied here, the requested attorneys’ fees are reasonable.

31. All of the factors that the Court must consider support granting Counsel’s fee request are present. For one, Counsel’s efforts have resulted in benefits to the Aggrieved Employees and the State of California. Without the efforts of Counsel, the claims alleged in the Complaint would likely have gone without remedy. The \$35,640 attorneys’ fees award is provided for in the Settlement Agreement.

32. I charge rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. My requested billing rate is \$700 per hour. Based on my familiarity with prevailing market rates for work of similar complexity in the Los Angeles area, I can attest that this hourly rate is within the prevailing market rate for work of similar complexity performed by attorneys of similar skill and experience. I have been approved by courts at this rate previously.

33. My education, experience, and the history of my approved hourly rate at the requested rate demonstrate that my hourly rate is reasonable.

34. I have performed extensive work in connection with this case, including but not limited to communicating with Plaintiff, drafting the mediation brief and attending mediation, drafting the opposition to the motion to compel arbitration, reviewing and editing the Joint Stipulation Regarding Mediation, reviewing and analyzing Defendant’s informal production, conducting legal and factual research including regarding Defendant’s classification of aggrieved employees as Personal Attendants, drafting the PAGA notices and submitting them to the LWDA, and drafting this motion for approval of

1 settlement. I have spent a total of 34.3 attorney hours and I expect to spend another 2 hours to prepare
2 for the approval hearing and ensure proper claims administration and distribution occurs to all aggrieved
3 employees. As such, I expect to have 36.3 attorney hours in this case. My total lodestar will be \$25,410
4 [(34.3 hours + 2 hours) x \$700/hour]. As documented in the concurrently filed Declaration of Bruce
5 Kokozian in Support of Motion for Approval of Settlement Pursuant to the Private Attorneys General
6 Act of 2004 and for Attorneys' Fees and Costs, ¶ 4, Bruce Kokozian spent approximately 15 hours
7 litigating this case at the rate of \$1,150 per hour. The lodestar is \$42,660: (15 hours x \$1,150 per hour)
8 [\$17,250] plus ((34.3 hours + 2 hours) x \$700 per hour) [\$25,410]. However, Plaintiff is requesting
9 \$35,640 in attorneys' fees pursuant to the common fund method, which is less than the lodestar amount.

10 35. Plaintiff has litigation costs of \$5,155.80 incurred in this matter but is only seeking
11 reimbursement of \$5,100 in costs as provided for in the Settlement Agreement. A true and correct copy
12 of Plaintiff's detailed cost memorandum is attached hereto as **Exhibit 6**. All these costs were
13 reasonable and necessary to this litigation.

14 36. The Settlement provides for a \$5,000 Enhancement Award for Plaintiff.

15 37. This payment is intended to recognize the substantial time and effort that Plaintiff
16 expended on behalf of the aggrieved employees. Throughout this litigation, Plaintiff has cooperated
17 with Counsel and took actions to protect the interests of the aggrieved employees above and beyond
18 that which is expected of a class or PAGA representative. Plaintiff provided valuable information
19 regarding the various claims pleaded in the PAGA Complaint. Plaintiff kept informed of the
20 developments in this action participated in decisions concerning this action and provided Counsel with
21 the names of potential witnesses in this action. Plaintiff engaged in numerous conversations with
22 Counsel. The information and documentation provided by Plaintiff was instrumental in establishing the
23 wage and hour violations alleged in this action. The recovery provided for in this Settlement would not
24 have been possible without Plaintiff's active involvement in this case.

25 38. In addition, Plaintiff faces the risk of increased difficulty finding future employment
26 because Plaintiff has sued an employer in a public filing. Plaintiff also bore the risk of costs and
27 attorney fees should Plaintiff have not prevailed in this action. A true and correct copy of the

1 Declaration of Plaintiff Roxanna Gomez in Support of Plaintiff's Motion for Approval of Settlement
2 Pursuant to the Private Attorneys General Act of 2004 and for Attorney's Fee and Costs is attached as
3 **Exhibit 7.**

4 39. The settlement shall be submitted to the Labor and Workforce Development Agency at
5 the same time it is submitted to the court. After entry of Judgment, the Court will retain jurisdiction
6 over the Parties pursuant to Code of Civil Procedure section 664.6.

7 40. The Parties are not aware of any other cases that may be impacted by the settlement or
8 any other pending matter or action asserting claims that will be extinguished or adversely affected by
9 the Settlement.

10 41. For the foregoing reasons, I respectfully ask the court to approve this settlement.

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

13 Executed this 14th day of August 2026, at Los Angeles, California

14 Brian Keith Andrews

15 Brian Keith Andrews
16 Declarant
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Exhibit “1”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Roxanna Gomez (“Plaintiff”) and Defendant Chamberlin Care, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned Roxanna Gomez vs. Chamberlin Care, LLC, A California Limited Liability Company initiated on October 15, 2025 and pending in the Orange County Superior Court, Case No. 30-2025-01519940-CU-OE-CXC.
- 1.2 “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendant in California and identified by Defendant as a Personal Attendant, a Home Care Aide, or a caregiver, or who otherwise provided home care services, who worked for Defendant during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

- 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.
- 1.8 “Court” means the Superior Court of California, County of Orange.
- 1.9 “Defense Counsel” means M. Adam Tate and Bekah Chamberlin of JULANDER, BROWN & BOLLARD.
- 1.10 “Effective Date” means the date on which the Judgment becomes final, meaning the date the Court enters a Judgment on its Order Granting Approval of the Settlement.
- 1.11 "Enhancement Award" means the \$5,000 that Plaintiff Roxanna Gomez will ask the Court to approve as an enhancement award to Plaintiff for her involvement in the Action and in exchange for Plaintiff Roxanna Gomez providing a general release.
- 1.12 “Gross Settlement Amount” means \$108,000 which is the total amount Defendant agrees to pay under the Settlement with exception of the triggering of the escalation clause found at Paragraph 4.1.1. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and the Administration Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency.
- 1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699.
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means Bruce Kokozyan and Brian Keith Andrews of Kokozyan Law Firm, APC, the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20 “PAGA Pay Period” means any pay period during which an Aggrieved Employee

worked for Defendant for at least one day during the PAGA Period.

- 1.21 “PAGA Period” means the period from December 10, 2024 to June 17, 2026.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.23 “PAGA Notice” means Plaintiff’s December 10, 2025 letter to Defendant and the LWDA and Plaintiff’s December 17, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.25 “Plaintiff” means Roxanna Gomez, the named plaintiff in the Action.
- 1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29 “Defendant” means named Defendant Chamberlin Care, LLC.

2. RECITALS.

- 2.1 On October 15, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay Overtime Wages at the Legal Overtime Pay Rate; Failure to Provide Meal Periods or Compensation In Lieu Of; Failure to Provide Paid Rest Periods; Failure to Timely Furnish Accurate Itemized Wage Statements; Violation of Labor Code §203; Violation of Labor Code §2802; Unfair Business Practices. On February 24, 2026, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay Overtime Wages at the Legal Overtime Pay Rate; Failure to Provide Meal Periods or Compensation In Lieu Of; Failure to Provide Paid Rest Periods; Failure to Timely Furnish Accurate Itemized Wage Statements; Violation of Labor Code §203; Violation of Labor Code §2802; Unfair Business Practices; Penalties Pursuant to Labor Code § 2698 et seq.. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”); however, as part of this agreement, Plaintiff agrees to seek

dismissal without prejudice of all class action allegations. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On June 17, 2026, the Parties participated in a half-day mediation presided over by Mark A. Lemke, which led to the Agreement: MEMORANDUM OF UNDERSTANDING.

2.4 Before mediation, Plaintiff obtained production of documents, which included a handbook and other policies, a sampling 20% of pay records for Aggrieved Employees, and all of Plaintiff, Roxanna Gomez's earnings statements and clock in/clock records, through informal discovery.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$108,000 and no more as the Gross Settlement Amount, with the exception of the triggering of the escalation clause found at Paragraph 4.1.1. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount, which is currently estimated to be \$35,640, and PAGA Counsel Litigation Expenses Payment of not more than \$5,100. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or

any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiff Roxanna Gomez: An Enhancement Award of not more than \$5,000. Defendant will not oppose requests for Court approval of the payment provided it does not exceed this amount. If the Court approves an Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$57,260 to be paid from the Gross Settlement Amount, with 65% (\$37,219) allocated to the LWDA PAGA Payment and 35% (\$20,041) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$20,041) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 266 Aggrieved Employees who worked a total 4,770 of PAGA Pay Periods.

4.1.1 Escalator Clause. In the event it is determined that the actual number of pay periods in the PAGA period exceeds 5,000 pay periods then an additional \$23 per pay period will be added to the Gross Settlement Amount for each additional pay period

over 5,000 pay periods within the PAGA period. For example, if the Pay Periods total 5,100 then an additional \$2,300 [$\$23 \times 100$ pay periods] will be added to the Gross Settlement Amount.

4.2 Aggrieved Employee Data. Within 30 days of the execution of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Award, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The

Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff Roxanna Gomez and Plaintiff Roxanna Gomez's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint, and the Agreement (Lab. Code, § 2699; (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ____ to

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

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

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

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve

this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent 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 right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Bruce Kokozyan, Esq.
Brian Keith Andrews, Esq.
KOKOZYAN LAW FIRM, APC
10940 Wilshire Blvd., Ste. 1200
Los Angeles, CA 90024
Telephone: (323) 857-5900

Facsimile: (310) 275-6301
Email: bkokoian@kokoianlawfirm.com
bandrews@kokoianlawfirm.com

To Defendant:
M. Adam Tate, Esq.
adam@jbblaw.com
Bekah Chamberlin, Esq.
bekah@jbblaw.com
JULANDER, BROWN & BOLLARD
9110 Irvine Center Drive
Irvine, California 92618
Telephone: (949) 477-2100
Facsimile: (949) 477-6355

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

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

Roxanna Gomez

 For Plaintiff

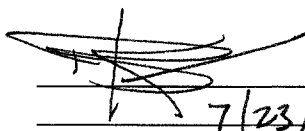
_____ For Defendant

7/22/2026

(date)

(date)



A handwritten signature in black ink, consisting of several loops and a vertical line, positioned above the signature line for the Plaintiff.

Counsel For Plaintiff

7/23/26

(date)

Counsel For Defendant

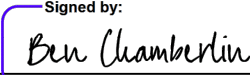
(date)

Facsimile: (310) 275-6301
Email: bkokozyan@kokozyanlawfirm.com
bandrews@kokozyanlawfirm.com

To Defendant:
M. Adam Tate, Esq.
adam@jbblaw.com
Bekah Chamberlin, Esq.
bekah@jbblaw.com
JULANDER, BROWN & BOLLARD
9110 Irvine Center Drive
Irvine, California 92618
Telephone: (949) 477-2100
Facsimile: (949) 477-6355

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	Ben Chamberlin
_____	_____
_____ For Plaintiff	Signed by:  For Defendant
_____	7/28/2026 74337225849D409...
_____	_____
(date)	(date)
_____	Adam Tate
_____	_____

Counsel For Plaintiff

(date)

DocuSigned by:
Adam Tate
F916943E-A4A14C9...
7/28/2026

Counsel For Defendant

(date)

Exhibit “2”

December 10, 2025

VIA ONLINE FILING

Attn. PAGA Administrator
California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

Re: CHAMBERLIN CARE, LLC [Employer]

To: California Labor and Workforce Development Agency

From: ROXANNA GOMEZ, ("Employee"), who was subjected to the wage and hour practices set forth below.

Dear PAGA Administrator:

This office represents Employee who intends to file a civil action against Employer on behalf of herself and all other aggrieved employees who worked as non-exempt employees for Employer. On behalf of herself and all aggrieved employees, Employee intends to pursue penalties under PAGA for the violations of the Labor Code described herein.¹

The Employee submits this Notice, pursuant to and in compliance with the requirements of Labor Code §2699.3(a), and alleges as follows:

During the applicable time period (from at least October 15, 2024, and continuing through the present), the Employer employed the Employee and other similarly situated persons as Non-Exempt Employees (hereinafter Aggrieved Employees). During this time period, the Employer utilized consistent policies and procedures, in violation of various sections of the Labor Code. Employer violated Labor Code §1194 et seq. Labor Code §200 et seq., Labor Code §500, et seq., §512, Labor Code §2800, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission as follows:

Employer utilized consistent policies and failed to pay Employee and Aggrieved Employees for all hours worked by utilizing a policy and procedure, including the rounding of time, by whereby the Employer would not pay for all hours worked. The Employer also had a policy and procedure whereby the Employer would not pay Employee and Aggrieved Employees

¹ The payment for the \$75.00 filing fee required under California Labor Code section 2699.3 was paid electronically.

the overtime rate of one and a half times the regular rate of pay for all hours worked in excess of eight hours in a workday and any work in excess of 40 hours in a workweek and the first eight hours worked on the seventh day of work in any workweek. Employer utilized policies and failed to pay Employee and Aggrieved Employees the double time rate for all work in excess of 12 hours in a day.

Employer required Employee and Aggrieved Employees to work off the clock on a daily basis. None of this time is compensated by Employer. As such, Employer violated Labor Code §§ 510, 1194, 1197 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 558. Employer's policies also resulted in the aggrieved employee's hourly rate being less than the then applicable minimum wage. Furthermore, Employer provided Employee and Aggrieved Employees non-discretionary bonuses and/or shift differential pay and failed to include this remuneration in calculating the regular rate and thus did not pay the correct legal overtime rate. As such, Employer violated Labor Code §§ 510, 1194, 1197 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code § 2699(f) and/or 558.

Employer also followed a policy of employing Employee and Aggrieved Employees for a work period of more than five (5) hours without providing a meal break of not less than (30) thirty minutes during which the employees are relieved of all their job duties. Further, Employer employed Employee and Aggrieved Employees for work periods of more than ten (10) hours per day without providing the employees with a second meal period of not less than thirty (30) minutes in which the employees are relieved of all of their duties. Employer also does not pay the premium compensation for the missed, interrupted, or late meal periods. Employee and Aggrieved Employees of Employer are not routinely permitted to take an uninterrupted, thirty-minute meal period before the conclusion of the fifth hour of work and are required to work through meal periods. When violations related to a meal period occur, workers are not regularly paid a "meal penalty"- i.e. an extra hour of premium pay for each missed meal. This violation occurred because Employer has a Policy and Practice of not permitting or making available such breaks to Employee and deducting from pay meal periods not taken.

Employer also failed to provide the required paid rest breaks to Employee and other Aggrieved Employees. Employer does not make rest periods available to Employee and other Aggrieved Employees. This is due to Employer's policy of requiring Employee and other Aggrieved Employees to complete tasks and assignments during times when rest periods. As such in violation of Labor Code §§226.7, 512 and 516 and the applicable Industrial Wage Order, the Employee alleges that Employee and other Aggrieved Employees were denied paid rest breaks as required by California law. Employer also does not pay the premium compensation for the missed, interrupted, or late rest periods. This violation occurred because Employer has a Policy and Practice of not permitting or making available such breaks to Employee and the Aggrieved Employees and Employer has no compliant policy permitting the same. Rather, Employee and Aggrieved Employees work through their meal and rest periods making them short, missed and on duty. Any meal or rest period penalties are not paid at the regular rate of pay.

Employer also followed a policy which violated Labor Code §226(a) as it failed to provide Employee and Aggrieved Employees an accurate itemized statement in writing showing

Re: CHAMBERLIN CARE, LLC ("Employer")

December 10, 2025

Page 3

(1) gross wages earned (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... and (9) all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by the employee...". Because of Employer's violations as provided supra improper paystubs were issued. The paystubs were incorrect because they did not show the correct amount of compensation owed or the correct number(s) of hours worked by Employee and the Aggrieved Employees.

Employer also has followed a policy of willfully failing to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits. Pursuant to Labor Code §203, the Employee and other Aggrieved Employees are entitled to thirty days of wages at their regular rate of pay for Employer' failure to pay all wages due upon separation of employment. Hence, because the Employee and Aggrieved Employees were never paid all wages due and owing, the Employer has derivatively violated Labor Code §203. This includes, but is not limited to, wages improperly not paid because of the required off the clock work and rounding practices, failure to pay overtime at the correct overtime rate, and the unlawful meal break and rest break policies described above. Employee and the former Aggrieved Employees have still never been paid for the work they performed off the clock.

Employer also violated Labor Code §2802 by failing to reimburse the Aggrieved Employees for business expenses incurred while performing their work duties.

The above-described violations took place throughout California locations and including Orange County. The aggrieved employees (all hourly paid, non-exempt employees) are not known in number, but Employee is informed and believes it is in excess of two hundred (200).

Therefore, pursuant to Labor Code §2699.3(a/c) (2) (a), please advise within sixty (60) days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of this notice that the LWDA intends to investigate these allegations, that the aggrieved employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Sincerely,

Brian Andrews

Brian Andrews, Esq.

KOKOZIAN LAW FIRM, APC

Cc: (Via Certified Mail)
CHAMBERLIN CARE, LLC
12 SUNNY SLOPE
RANCHO SANTA MARGARITA, CA 92688



Outlook

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Wed 2025-12-10 12:11
To Brian Andrews <bandrews@kokoziyanlawfirm.com>

12/10/2025

LWDA Case No. LWDA-CM-1143098-25
Law Firm : KOKOZIAN LAW FIRM, APC
Plaintiff Name : ROXANNA GOMEZ
Employer: Chamberlin Care, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

KOKOZIAN LAW FIRM
A PROFESSIONAL LAW CORPORATION

10940 WILSHIRE BOULEVARD
SUITE 1200
LOS ANGELES, CALIFORNIA 90024
TELEPHONE
(323) 857-5900
FACSIMILE
(310) 275-6301

December 17, 2025

VIA ONLINE FILING

Attn. PAGA Administrator
California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Amended Notice of Labor Code Violations Pursuant to Labor Code §2699.3

Re: CHAMBERLIN CARE, LLC [Employer]

To: California Labor and Workforce Development Agency

From: ROXANNA GOMEZ, (“Employee”), who was subjected to the wage and hour practices set forth below. LWDA Case No. LWDA-CM-1143098-25

Dear PAGA Administrator:

This office represents Employee who intends to file a civil action against Employer on behalf of herself and all other aggrieved employees who worked as non-exempt employees for Employer. On behalf of herself and all aggrieved employees, Employee intends to pursue penalties under PAGA for the violations of the Labor Code described herein.¹

The Employee submits this Notice, pursuant to and in compliance with the requirements of Labor Code §2699.3(a), and alleges as follows:

During the applicable time period (from at least December 10, 2024, and continuing through the present), the Employer employed the Employee and other similarly situated persons as Non-Exempt Employees (hereinafter Aggrieved Employees). During this time period, the Employer utilized consistent policies and procedures, in violation of various sections of the Labor Code. Employer violated Labor Code §1194 et seq. Labor Code §200 et seq., Labor Code §500, et seq., §512, Labor Code §2800, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission as follows:

Employer utilized consistent policies and failed to pay Employee and Aggrieved Employees for all hours worked by utilizing a policy and procedure, including the rounding of time, by whereby the Employer would not pay for all hours worked. The Employer also had a policy and procedure whereby the Employer would not pay Employee and Aggrieved Employees

¹ The payment for the \$75.00 filing fee required under California Labor Code section 2699.3 was paid electronically.

the overtime rate of one and a half times the regular rate of pay for all hours worked in excess of eight hours in a workday and any work in excess of 40 hours in a workweek and the first eight hours worked on the seventh day of work in any workweek. Employer utilized policies and failed to pay Employee and Aggrieved Employees the double time rate for all work in excess of 12 hours in a day.

Employer required Employee and Aggrieved Employees to work off the clock on a daily basis. None of this time is compensated by Employer. As such, Employer violated Labor Code §§ 510, 1194, 1197 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 558. Employer's policies also resulted in the aggrieved employee's hourly rate being less than the then applicable minimum wage. Furthermore, Employer provided Employee and Aggrieved Employees non-discretionary bonuses and/or shift differential pay and failed to include this remuneration in calculating the regular rate and thus did not pay the correct legal overtime rate. As such, Employer violated Labor Code §§ 510, 1194, 1197 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code § 2699(f) and/or 558.

Employer also followed a policy of employing Employee and Aggrieved Employees for a work period of more than five (5) hours without providing a meal break of not less than (30) thirty minutes during which the employees are relieved of all their job duties. Further, Employer employed Employee and Aggrieved Employees for work periods of more than ten (10) hours per day without providing the employees with a second meal period of not less than thirty (30) minutes in which the employees are relieved of all of their duties. Employer also does not pay the premium compensation for the missed, interrupted, or late meal periods. Employee and Aggrieved Employees of Employer are not routinely permitted to take an uninterrupted, thirty-minute meal period before the conclusion of the fifth hour of work and are required to work through meal periods. When violations related to a meal period occur, workers are not regularly paid a "meal penalty"- i.e. an extra hour of premium pay for each missed meal. This violation occurred because Employer has a Policy and Practice of not permitting or making available such breaks to Employee and deducting from pay meal periods not taken.

Employer also failed to provide the required paid rest breaks to Employee and other Aggrieved Employees. Employer does not make rest periods available to Employee and other Aggrieved Employees. This is due to Employer's policy of requiring Employee and other Aggrieved Employees to complete tasks and assignments during times when rest periods. As such in violation of Labor Code §§226.7, 512 and 516 and the applicable Industrial Wage Order, the Employee alleges that Employee and other Aggrieved Employees were denied paid rest breaks as required by California law. Employer also does not pay the premium compensation for the missed, interrupted, or late rest periods. This violation occurred because Employer has a Policy and Practice of not permitting or making available such breaks to Employee and the Aggrieved Employees and Employer has no compliant policy permitting the same. Rather, Employee and Aggrieved Employees work through their meal and rest periods making them short, missed and on duty. Any meal or rest period penalties are not paid at the regular rate of pay.

Employer also followed a policy which violated Labor Code §226(a) as it failed to provide Employee and Aggrieved Employees an accurate itemized statement in writing showing

Re: CHAMBERLIN CARE, LLC ("Employer")

December 17, 2025

Page 3

(1) gross wages earned (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... and (9) all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by the employee...". Because of Employer's violations as provided supra improper paystubs were issued. The paystubs were incorrect because they did not show the correct amount of compensation owed or the correct number(s) of hours worked by Employee and the Aggrieved Employees.

Employer also has followed a policy of willfully failing to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits. Pursuant to Labor Code §203, the Employee and other Aggrieved Employees are entitled to thirty days of wages at their regular rate of pay for Employer' failure to pay all wages due upon separation of employment. Hence, because the Employee and Aggrieved Employees were never paid all wages due and owing, the Employer has derivatively violated Labor Code §203. This includes, but is not limited to, wages improperly not paid because of the required off the clock work and rounding practices, failure to pay overtime at the correct overtime rate, and the unlawful meal break and rest break policies described above. Employee and the former Aggrieved Employees have still never been paid for the work they performed off the clock.

Employer also violated Labor Code §2802 by failing to reimburse the Aggrieved Employees for business expenses incurred while performing their work duties.

The above-described violations took place throughout California locations and including Orange County. The aggrieved employees (all hourly paid, non-exempt employees) are not known in number, but Employee is informed and believes it is in excess of two hundred (200).

Therefore, pursuant to Labor Code §2699.3(a/c) (2) (a), please advise within sixty (60) days of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of this notice that the LWDA intends to investigate these allegations, that the aggrieved employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Sincerely,

Brian Andrews

Brian Andrews, Esq.

KOKOZIAN LAW FIRM, APC

Cc: (Via Certified Mail)
CHAMBERLIN CARE, LLC
555 CORPORATE DRIVE, SUITE 260
LADERA RANCH, CA 92694

From: DIR PAGA Unit <no-reply@formassembly.com>

Sent: 17 December 2025 11:32

To: Brian Andrews <bandrews@kokoasianlawfirm.com>

Subject: Thank you for your Amended PAGA Claim Notice Submission.

12/17/2025 11:31:46 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:

<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

Exhibit “3”

[Mailing Date]

NOTICE OF SETTLEMENT

Re: Roxanna Gomez, an individual on behalf of the State of California as a private attorney general, Roxanna Gomez v. Chamberlin Care, LLC, Orange County Superior Court, Case No. 30-2025-01519940-CU-OE-CXC (the “Lawsuit”)

[Settlement Administrator’s info]

Dear Current or Former Employee:

A Settlement was reached between Plaintiff Roxanna Gomez (“Plaintiff” or “Gomez”) and Defendant Chamberlin Care, LLC (“Defendant” or “Chamberlin”). The Court issued an Order approving settlement of the claim Plaintiff brought against Defendant pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for an alleged failure to provide all wages and/or overtime, accurate itemized wage statements, meal and rest breaks, reimbursement of necessary expenditures incurred in direct consequence of the discharge of duties, and wages due at the time of separation, in compliance with California law. Defendant maintains that it complied with all applicable California laws and denies any liability or wrongdoing of any kind associated with these allegations. PAGA allows employees to assist the state in enforcing labor laws by suing their employers to recover civil penalties for Labor Code violations on behalf of the state. Civil penalties assessed and collected under PAGA help deter unlawful conduct and encourage compliance with labor protections.

After accounting for Court approved deductions from the Gross Settlement Amount of \$108,000 for things such as attorneys’ fees (\$35,640) and attorney costs (\$5,100), administration of the settlement with CPT Group, Inc. (\$5,000), and a payment to Plaintiff for her work in bringing the lawsuit (\$5,000), the remainder is \$57,260. Of the remainder, the law requires that 65% is allocated to the State of California and 35% is allocated to the Eligible Employees (described below). Therefore, the State of California will receive \$37,219 (65% of the remainder) and the eligible employees will each receive a pro rata share of the remaining \$20,041 (35% of the remainder).

The employees eligible to receive a payment under this Settlement are defined as: A person employed by Defendant in California and identified by Defendant as a Personal Attendant, a Home Care Aide, or a caregiver, or who otherwise provided home care services, who worked for Defendant during the PAGA Period (“Eligible Employees”). “PAGA Period” means the period from December 10, 2024 to June 17, 2026. You received this Notice because you are an Eligible Employee. Eligible Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Eligible Employees cannot opt out of the settlement and, even if they do not cash their checks, they will be bound by the release.

The Settlement and enclosed check represent your pro-rata share of the remainder of the Gross Settlement Amount and is based on a formula that took into account the total number of pay periods that you worked as an hourly non-exempt employee in relation to the aggregate number

of pay periods attributable to all Eligible Employees during the PAGA Period.

By way of this Settlement, in exchange for the settlement funds provided herein, upon the Effective Date (the date Defendant fully funds the entire Gross Settlement Amount), all Eligible Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint (the First Amended Complaint) that are alleged to have occurred during the PAGA Period and the PAGA Notice (the notice by which Plaintiff gave timely written notice of the relevant claims to Defendant and the LWDA pursuant to Labor Code section 2699.3, subdivision (a)), (collectively, the “Released PAGA Claims”). “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks for more than 180 days after issuance will be forwarded to the State of California Controller’s Office in the names of the Eligible Employees to whom the checks were issued.

If you have any questions concerning this Settlement, please contact the Toll-Free Number XXX. at CPT Group, Inc. Live support is available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT).

Exhibit “4”

Exhibit “5”

Bruce Kokozyan, Esq. (SBN 195723)
Brian Andrews, Esq. (SBN 234306)
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024
Telephone Number: (323) 857-5900
Fax Number: (310) 275-6301
bkokozyan@kokozyanlawfirm.com
bandrews@kokozyanlawfirm.com

Attorneys for Plaintiff
Roxanna Gomez, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ROXANNA GOMEZ, an Individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

CHAMBERLIN CARE, LLC, a California
Limited Liability Company; and DOES 1
through 100, Inclusive,

Defendants.

) **CASE NO. 30-2025-01519940-CU-OE-CXC**

) **CLASS ACTION**

)
) Assigned for all purposes to the Honorable David A.
) Hoffer in department CX103

) **DECLARATION OF JULIE GREEN ON**
) **BEHALF OF CPT GROUP, INC.**

DECLARATION OF JULIE GREEN

I, Julie Green, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by CPT Group, Inc., ("Settlement Administrator" or "CPT"), as President.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

4. For this matter, CPT is able and willing to provide Administration services as provided in the parties' Settlement Agreement and described further in this declaration.

5. I have been employed by CPT for over 20 years, managing the operations and supervising multiple notice and claims administration programs. As President, I am responsible for the oversight of the entire organization including the departments related to administration of class action matters and ensure superior quality and successful execution of each component required to complete the settlement process. In my career at CPT, I have been responsible for the oversight, design and/or implementation of thousands of class action notice plans.

6. As a company, CPT has extensive experience in providing court-approved notice of class actions and administering various types of notice programs and settlements. In the past 40-plus years, we have provided notification and/or claims administration services in thousands of class action cases. CPT offers a wide range of class action administrative services for developing, managing and executing all stages of integrated settlement plans. A true and correct copy of CPT's company resume ("CPT CV") is attached as Exhibit A, which provides detailed information concerning our class action claims administration qualifications, experience, as well as our Information Security Statement that details CPT's procedures for the protection of confidential class member information.

7. Except for CPT's own counsel, which is not one of the law firms representing the parties, CPT does not have affiliation with any law firm or attorney. Neither CPT nor I have any affiliation with the law firms representing Plaintiff or Defendant in this matter, the Aggrieved Employees or the LWDA.

8. CPT was selected by the parties in the above captioned matter to provide administration services in this PAGA settlement. In this capacity, CPT will complete the following tasks as part of its administration duties: (a) prepare, print, and mail to Aggrieved Employees a check and notification;

1 (b) provide call center support through a dedicated toll-free number where Aggrieved Employees are
2 able to speak to a live, bi-lingual representative regarding case information; (c) perform an NCOA to
3 update addresses prior to mailing as well as process undeliverable mail and remail accordingly; (d) file
4 any required reports with the court; (e) establish a fund for authorized payees; (f) pay the amounts due
5 to each Aggrieved Employee pursuant to the list provided by Defendant; (g) make payments to
6 Aggrieved Employees through the established fund and file all applicable tax returns; and (h) handle
7 any uncashed checks as authorized by the court.

8 9. Due to the sensitive nature of settlement administration, CPT follows a series of strict
9 protocols to protect the integrity of our work that include, but are not limited to, the following:
10 employing security controls and procedures throughout our business that comply with AICPA SOC 2
11 Type II; requiring of secure file transfer of all Aggrieved Employee data, account and wire information;
12 multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data
13 Loss Prevention ("DLP") software; implementation of strict policy regarding the transmittal and
14 storage of SI; requiring staff to complete regular cyber security training; monthly external and internal
15 vulnerability scans to ensure the integrity of our security measures.

16 10. To protect against potential losses, CPT holds \$10,000,000 in Errors and Omissions
17 insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in Cyber insurance.

18 11. A true and correct copy of CPT's estimate associated with the administration of this
19 matter is attached as **Exhibit B**, which demonstrates how the price was calculated. It provides for a
20 not to exceed fee of \$5,000, based on the hours and work involved as represented by counsel and the
21 terms of the parties' Settlement Agreement at the time the quote was provided. This is a fixed fee so
22 long as the number of aggrieved employees has been accurately represented.

23 I declare under penalty of perjury under the laws of the United States and state of
24 California that the foregoing is true and correct.

25 Executed on August 13, 2026, at Irvine, California.

26
27 
28 JULIE GREEN

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT Group, Inc. has a proven track record of successfully administering complex class action settlements across a broad range of practice areas, including cases with millions of class members. With over four decades of experience, CPT is trusted by courts nationwide as a third-party administrator for high-stakes, large-fund settlements. Below are highlights from several relevant cases we've handled:

CONSUMER PROTECTION

Stevens v. Britax Child Safety, Inc., Case No. 2:20-cv-07373-MCS-AS (C.D. Cal)

Administration tasks for this hybrid settlement included dissemination of the summary notice by email or mail to known consumers and implementation of an extensive digital and social media campaign to reach unknown consumers, which encompassed internet publication through DV360, paid and keyword search (Google/Bing), and social media advertising on Facebook, Instagram, and OLV (YouTube). Additional efforts included a press release and four consecutive print publications in the Los Angeles Times. Further, a dedicated settlement website was established to access court-approved documents, facilitate online claims submission, and offer real-time case information to potential settlement class members.

Pope, et al. v. Cura Partners, Inc., State of Oregon, Multnomah County Circuit Court, Case No. 20CV05932

While administering this consumer settlement, CPT designed and implemented a multi-faceted notice program to effectively reach and engage the potential class population of 172,000 members. The comprehensive outreach strategy integrated multiple communication channels, anchored by a targeted digital media campaign that strategically placed settlement information where potential class members were most likely to encounter it. This digital approach was complemented by traditional print publication, creating multiple touchpoints for class awareness. Central to the administration strategy was an interactive settlement website that served as the primary hub for class member engagement and streamlined claims submission. The settlement's modern approach extended to its payment distribution, offering claimants flexibility through multiple digital payment options. This technology-forward distribution strategy provided class members convenient, secure payment choices while optimizing administrative efficiency.

Treviso v. Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio)

CPT executed a sophisticated administration strategy for this consumer settlement, beginning with a meticulously researched notice campaign tailored to reach the presumed target audience. The comprehensive digital strategy integrated paid search campaigns, programmatic display advertising, strategic social media placements, and online video (OLV) content. This layered approach proved highly effective, generating an impressive 5,080,887 impressions during the 40-day recruitment campaign. To further enhance accessibility, the notice program incorporated direct communication methods through email and text message notifications, ensuring multiple touchpoints for potential class members. The settlement's complexity was particularly evident in its claims validation requirements, which demanded a thorough review of multiple documentation types, including proof of travel, accommodation records, and event attendance verification through tickets or other supporting evidence. This rigorous validation process, combined with the sophisticated notice program and user-friendly claims platform, demonstrated CPT's ability to manage intricate settlement requirements while maintaining efficient and accessible administration practices.

DATA BREACH

Patricia Tafelski, et al. v. Logan Health Medical Center, Montana Eighth Judicial District Court, Case No. 19CV45421 and ADV-22-0124

CPT administered this data breach settlement reaching approximately 213,500 class members through a comprehensive notice program featuring double postcards and strategic reminders. The administration centered on an interactive settlement website that served as an information hub for class members. CPT implemented a flexible benefits distribution system offering multiple payment options, including electronic transfers, paper checks, and credit monitoring activation codes. To maximize participation, CPT executed targeted follow-up campaigns via email and phone to encourage check cashing.

Harkey-Kirk v. California Department Of Public Health, Sacramento County Superior Ct, Case No. Case No.: 34-2019-00260616

In addressing this privacy matter under the Confidentiality of Medical Information Act, CPT implemented a comprehensive strategy to issue a notice of class certification. Our approach included targeted outreach through traditional print publication, a robust media campaign across platforms like Facebook, Instagram, and YouTube, and a precision-driven paid search campaign on both Bing and Google. Additionally, our programmatic display advertising, facilitated through a DSP platform, created a dynamic and visually engaging presence across various online spaces. The campaign's visibility was enhanced by a press release distributed via PR Newswire, ensuring comprehensive information reached both the public and the media.

Hinds v. Community Medical Centers, Inc., San Joaquin County Superior Court , Case No. STK-CV-UNPI-2021-0010404

CPT Group effectively managed this \$1.9 million data breach settlement through multiple communication channels, including direct mail notices to over 600,000 class members and a dedicated settlement website where claimants could access court documents and submit claims electronically. A 24-hour toll-free support line with IVR capabilities provided continuous assistance. These comprehensive efforts resulted in over 11,000 claim submissions, with claimants choosing between cash benefits or credit monitoring services.

EXPERIENCE

LABOR & EMPLOYMENT

Nevarez, et al. v. Costco Wholesale Corporation, Los Angeles County Superior Court, Case No. 19STCV10017

To apprise settlement class members of the \$8,750,000 wage and hour settlement, CPT implemented a dual-notification approach that leveraged email and physical mail communications to effectively reach the substantial class size of 96,677 members. Over \$5,000,000 was designated as the net settlement amount for distribution among participating class members from the gross settlement amount. The settlement administration was particularly notable for its inclusion of gift card distribution to qualified participants, adding complexity to the distribution process by requiring the management of both monetary and non-monetary benefits.

Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373

(Top Settlements, 2020) Administration of this \$78,000,000 employment settlement demonstrated the complexity of managing high-value, multi-year distributions. The notice program began with direct mail outreach to settlement class members, a comprehensive settlement website, and toll-free class member support. The settlement's significant monetary component required careful administration, with distributions totaling over \$49,000,000 executed over three years. The substantial individual awards, averaging approximately \$100,000 per claimant, reflected the serious nature of the underlying claims and required meticulous verification and distribution protocols. The high average award amount and multi-year distribution schedule distinguished this as one of the more complex employment settlements of 2020.

Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545

(Top Settlements, 2019) CPT implemented a sophisticated communication strategy that integrated multiple outreach channels to notify settlement class members in this \$130,000,000 wage and hour settlement. The notice program leveraged both email and SMS text messaging in English and Spanish, ensuring broad accessibility across the linguistically diverse class population. A comprehensive settlement website served as an information hub, featuring an online claim portal. CPT supported class member engagement through a dedicated toll-free hotline. The effectiveness of these notice methods was demonstrated by the impressive 57% claimant response - a strong result that helped secure final approval from the court. This settlement's size and successful administration marked it as one of the largest employment settlements in California that year.

Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888

(Top Settlements, 2019) Notice methods in this \$26,000,000 wage and hour settlement featured a multi-channel approach. Primary notice was delivered through direct mail and email in English and Spanish, accommodating the workforce's linguistic diversity. A dedicated settlement website was a comprehensive resource, hosting case documents, court filings, frequently asked questions, settlement agreement details, and opt-out/objection forms. All website materials were available in both English and Spanish. For additional support, a toll-free hotline was staffed by trained bilingual representatives.

Alvarez, et al v. XPO Logistics Cartage, LLC, 2:18-cv-03736-RGK-E (C.D. Cal)

In administering this \$20 million wage and hour settlement, CPT executed a comprehensive bilingual notice program, disseminating materials in both English and Spanish while managing the critical task of collecting W-9s from prospective class members. CPT implemented a strategic follow-up campaign to optimize response rates, including targeted reminder postcards to non-responding individuals. The settlement distribution was executed in two phases: an initial disbursement to all eligible class members and a supplemental distribution to those who had promptly negotiated their initial settlement payments.

Abdullah v U.S. Security Associates, Inc., San Diego County Superior Court, Case No. 2:15-cv-09-00984 PSG-E

(Top Settlements, 2018) CPT successfully administered this substantial \$21 million settlement, implementing a comprehensive notice and communication program for a class exceeding 22,000 members. The multi-channel outreach strategy included direct mail notification, a dedicated settlement website, and a toll-free support line to ensure class members had ready access to case information and assistance. The administration required sophisticated tax compliance measures, with CPT managing the intricate coordination of settlement benefit distribution alongside required tax documentation. This included the timely issuance of settlement payments with corresponding W2 and 1099 tax forms to all eligible class members, maintaining strict adherence to tax regulations and reporting requirements.

Cruz & Johnson v. Wal-Mart Associates, Inc., et. al., Los Angeles & San Bernardino County Superior Courts of California, Case Nos. 18STCV03128 and CIVDS1602699

(Top Settlements, 2021) In this significant 2021 PAGA settlement, CPT administered a \$15 million resolution reaching over 320,000 aggrieved employees through direct mail notification. The administration included comprehensive tax compliance, with CPT coordinating the distribution of settlement checks and corresponding 1099 forms to eligible participants. This consequential wage-and-hour settlement exemplified the effectiveness of PAGA enforcement in addressing workplace compliance issues.

Valdez v. Starbucks Corporation, Superior Court of the State of California, County of Riverside, Case No. PSC1908409

CPT administered a \$3 million PAGA settlement benefiting 138,000 aggrieved employees. The distribution process included coordinated issuance of settlement checks and corresponding 1099 tax forms. CPT managed the disposition of uncashed funds through a Cy Pres distribution, ensuring the full settlement value served its intended public benefit.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN **President** **Notice Expert**

Julie N. Green is the President of CPT Group, Inc., where she leads the company's strategic direction, growth, and operations. With over 20 years of experience in class action administration, she combines her industry expertise with a visionary approach, positioning CPT as a leader in a dynamic landscape. Julie drives innovation in client partnerships, technology, and service delivery, ensuring alignment with client objectives for sustainable growth and collaborates closely with her teams across the organization to identify new opportunities.

A recognized authority in legal notice administration, Julie has designed numerous court-approved notice programs and actively contributes to discussions on emerging industry trends, ensuring CPT's commitment to precision, neutrality, and compliance in all engagements.

Julie holds dual B.A. degrees in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, **EVP Business Development & Strategy** **Notice Expert**

Randi brings over 17 years of experience to CPT Group. Her role is crucial in analyzing settlement requirements for legal notification through various research methods and data analysis. Randi's expertise lies in finding efficiencies to implement cost savings for RFPs and developing strategic plans to grow the business.

As a liaison between the Business Development and Operations Teams, Randi plays a vital role in identifying critical opportunities to strengthen settlement and client objectives. Her educational background in Business Administration from California State University, Fullerton, provides a solid foundation for her multifaceted role at CPT.

JACQUELINE N. KOH **VP Operations**

Jackie brings nearly two decades of hands-on experience and strategic leadership to CPT Group. Since joining the company 18 years ago, Jackie has become a vital force in shaping CPT's operational excellence and client service delivery. In her role, she oversees key operational departments including Case Management, Disbursement, Claims Processing, Mailing, and the Call Center. Jackie drives operational strategies that align with CPT's growth trajectory and industry reputation. Her deep understanding of the full settlement lifecycle—from court approval and process optimization to client coordination and fund distribution—positions her as a trusted advisor throughout the administration process. Jackie's legal foundation includes prior roles as a paralegal at the Orange County District Attorney's Office and several top law firms. She holds a B.A. in International Relations and Law & Public Policy from the University of Southern California and completed her Paralegal Studies at UCLA.

TREVOR JONES **Chief Technology Officer**

Trevor leads CPT's technology vision, systems architecture, and business intelligence strategy to support high-volume, complex case administration. With over two decades of technology leadership experience, including executive roles at VIZIO and Veritone overseeing business operations, IT, and AI-driven analytics, Trevor brings proven expertise in driving innovation, scalability, and operational efficiency.

His specialized knowledge in enterprise innovation, data analytics, and operational strategy strengthens CPT's technological capabilities while ensuring continued excellence in class action administration. Trevor's leadership enables CPT to leverage cutting-edge solutions that enhance both service delivery and operational performance.

Trevor holds a B.S. in Mathematics/Economics from UCLA and actively contributes to the Orange County tech community as a coach and thought leader.

MARK BRANDENBERGER, **Chief Financial Officer**

Mark Brandenberger serves as CPT Group's Chief Financial Officer. A CPA who began his career at Deloitte and Touche, Mark developed his financial and operational expertise over 25 years in financial services, working with companies from start-ups to Fortune 100. He later owned and successfully operated a fire and water restoration company before selling it.

Mark holds a Bachelor of Business Administration in accounting from Cal Poly San Luis Obispo and recently became a certified business coach, leveraging his experience to help business owners exceed their potential through strategic guidance and mentorship.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

CAROLE THOMPSON, **Program Manager**

Carole became a part of CPT in 2010, starting as a Case Manager. Currently, she manages case intake along with intricate consumer and administrative issues. Before this, she dedicated 12 years to the Financial Industry at a well-known Fortune 500 annuities company, followed by five years as a Benefits Specialist and Coordinator. After returning to California in 2016, Carole rejoined CPT, bringing with her a robust professional background and extensive experience that has significantly advanced the team's approach to case work.

JEREMY ROMERO **Data Operations Manager**

Jeremy Romero serves as Data Operations Manager at CPT Group, where he leads the data operations team in managing the class member data that sits at the heart of every case CPT manages. His work centers on the integrity, structure, and lifecycle of class data ensuring that it is accurate, complete, and audit-ready at every stage of administration. Prior to stepping into his current leadership role, Jeremy served as a Senior Case Manager at CPT Group, where he built hands-on expertise in the full lifecycle of class member data, from intake and analysis through distribution and reporting. That foundation informs how he leads today. His broader professional history includes overseeing high-volume legal operations at scale, leading multi-state teams, monitoring complex deadlines, and managing demanding client portfolios.

TIM CUNNINGHAM, **Associate Director, Case Management**

Tim Cunningham has been with CPT Group since 2010 and has successfully managed over 300 cases. As Associate Director, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University, San Diego.

ALEJANDRA ZARATE **Program Manager**

Alejandra Zárate serves as one of CPT Group's Program Managers. In this capacity, she oversees the onboarding process for new cases and trains new Project Managers. Alejandra joined CPT Group in 2007, initially working in the Claims Department before transitioning to the Case Management team in 2009. Her extensive experience at CPT Group equips her to effectively manage the essential tasks of intake and development for new team members, ensuring they are well-acquainted with the department's policies and procedures. Alejandra earned her degree in Computer Engineering from the Autonomous University of Baja California in Ensenada, B.C., Mexico.

JENNIFER FORST **Sr. Program Manager**

Jennifer brings a deep understanding of human behavior and organizational dynamics to her role at CPT Group. Her professional journey began in employee engagement and retention, where she honed her skills as a project manager and consultant. Her expertise was further solidified during her tenure as Director of Client Services for an external consulting firm, where she led a diverse team of consultants, project managers, and analysts to deliver exceptional results for clients across industries. Jennifer embarked on a new career chapter when she joined CPT Group, drawing on her background in psychology and client services, where she oversees cross-functional projects and cases with precision and empathy.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and CrowdStrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2



Secure Transmission Methods for Sensitive Information

CPT Group has established rigorous protocols for secure transmission and protection of Client Data and Wire Information. These guidelines maintain the highest level of security and confidentiality in legal and financial transactions through secure File Transfer Protocol (FTP) technology, password protection, and automatic file deletion.

Client Data Transmission

The secure transmission of Client Data is paramount in maintaining confidentiality and integrity of sensitive information. CPT implements a stringent process that utilizes secure File Transfer Protocol (FTP) technology to ensure the safe transfer of data files between counsel and CPT.

Four-Step Security Protocol:

1

Step 1: Link Provision

CPT provides counsel with a secure FTP (Sharefile) link specifically designated for the transfer of data files ensuring transmission over encrypted connection.

2

Step 2: File Upload and Password Protection

Counsel uploads required files to the Sharefile link. All uploaded files must be password-protected to add an extra layer of security ensuring file contents remain encrypted and inaccessible even if unauthorized access occurs.

3

Step 3: Password Communication

File password are communicated to CPT personnel via telephone. This separation of file transmission and password communication reduces interception risk and unauthorized access.

4

Step 4: File Retrieval and Deletion

Once CPT retrieves the uploaded files, they are automatically deleted from the Sharefile system after seven days minimizing the vulnerability window and ensures sensitive data doesn't persist unnecessarily.

These steps not only provides a secure channel for data transmission but also incorporate additional layers of security through password protection and automatic file deletion. By adhering to these protocols, CPT minimizes the risk of unauthorized access and data breaches, thereby protecting the interests of all parties involved in the legal process.

Wire Instructions Security Protocols

CPT emphasizes the importance of secure channels for transmitting sensitive financial information, recognizing the potential risks associated with electronic communication of banking details.

QSF Wire Instructions Provided to Defense Counsel:

PDF Generation and Protection

CPT creates wire password-protected PDF wire instructions.

Secure Upload to Sharefile

Protected PDF is uploaded to secure Sharefile platform.

Telephonic Password Communication

CPT personnel directly call Defense Counsel to provide PDF access password.

Confirmation Call

Defendant/Defense Counsel should call CPT prior to initiating any wire transfer.



Plaintiff’s Counsel Wire Instructions Provided to CPT:

The process for communicating wire instructions to Plaintiff Counsel is designed with similar security considerations as those for incoming transfers. By establishing strict guidelines for the transmission of both outgoing and incoming wire instructions, CPT ensures that the final stage of fund distribution maintains the same level of security as the initial transfer.



No Emailed
Bank Account
Details



Use Secure
FTP



Call Back
Required

Authorized Methods Only

CPT explicitly states that attempts to transmit Client Data or Wire Communications through alternative means are not accepted. This strict policy maintains consistent security protocols, reduces risk of data interception or loss, risk of fraudulent transactions or misdirected fund, ensures compliance with data and financial protection regulations, and establishes clear chain of custody for sensitive and financial information.

Disclaimer for Unauthorized Transmissions

CPT issues clear disclaimers for any attempts to use unauthorized transmission methods, emphasizing reinforcement of established procedure importance, responsibility placement on transmitting party for potential breaches, risk awareness of unsecured transmission channels, and professional conduct and client trust maintenance.

EXHIBIT B

CASE NAME: GOMEZ v CHAMBERLIN

Requesting Attorney: Bruce Kokozyan
Plaintiff or Defense: Plaintiff
Firm Name: Kokozyan Law Firm
Telephone: (323) 857-5900
Email: bkokozyan@kokozyanlawfirm.com

Date: July 17, 2026
Prepared By: Timothy Phillips
 50 Corporate Park, Irvine CA 92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees: 280 Language Translation Services: No Settlement Website: No Payment Option: Check Undeliverable Check Rate: 10%	Check Reminder Postcard: No Unclaimed Funds: SCO Postage Total: \$259.24 Grand Total: \$9,069.89 CPT'S DISCOUNTED FEE: \$5,000.00
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The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	2	\$190.00
Project Manager: Format Documents	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	2	\$300.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	28	\$23.80
Sub Total:			\$743.80

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	56	\$168.00
Sub Total:			\$468.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	280	\$28.00
Sub Total:			\$463.00

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$2.75	280	\$770.00
First-Class Postage (up to 1 oz.)*	\$0.78	280	\$218.40
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	28	\$14.00
Clerical Staff	\$60.00	1	\$60.00
Skip Trace for Best Address	\$1.00	28	\$28.00
Remail Undeliverable Checks	\$3.00	25	\$75.00
First-Class Postage (up to 1 oz.)	\$0.78	25	\$19.50
Re-Issue Checks as Required	\$5.00	12	\$60.00
First-Class Postage (up to 1 oz.)	\$0.78	12	\$9.36
Sub Total:			\$4,144.26

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal taxes in accordance with current regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$2,440.00

*CPT will file Federal taxes in accordance with current regulations.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	59	\$8.85
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$11.98	1	\$11.98
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$810.83

Total Administration Costs: \$9,069.89

Courtesy Discount: -\$4,069.89

CPT'S DISCOUNTED FLAT FEE: \$5,000.00

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("**CPT**") to Client. Each of Client and CPT is a "**Party**" to this Agreement, and collectively, the "**Parties**".

1. Definitions.

- a) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) "**Agreement**" means these Terms and Conditions and the Bid.
- c) "**Applicable Laws**" means all applicable local, state and federal laws, ordinances, rules and regulations.
- d) "**Approved Bank**" means any financial institution that is insured by the Federal Deposit Insurance Corporation.
- e) "**Bid**" means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
- f) "**Case**" means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
- g) "**Class**" means Members and putative Members collectively.
- h) "**Client**" means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
- i) "**Confidential Information**" means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) "**Court Order**" means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
- k) "**Defendant**" means the named Party and/or Parties in the Case against whom action is brought.
- l) "**Defense Counsel**" means the attorney(s) of record for the Defendant(s) in the Case.
- m) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) "**Member**" means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
- o) "**Member Content**" means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
- p) "**Member Data**" means proprietary or personal data regarding Members under this Agreement.
- q) "**Parties To The Case**" shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
- r) "**Plaintiff**" means the named party and/or parties in the Case who are bringing the action.
- s) "**Plaintiff Counsel**" means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
- t) "**Products**" means any and all CPT Services and work product resulting from Services.

- u) "**Qualified Settlement Fund**" or "**QSF**" means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
- v) "**Service**" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- w) "**Settlement Agreement**" means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
- x) "**Settlement Amount**" means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
- y) "**Software**" means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- z) "**Transmission Methods**" means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
- aa) "**Term**" means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
- bb) "**Wire Information**" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials, or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.

4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.

- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "**Security Incident**"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
- b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals.

The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

5. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount, CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
6. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment. If travel is required to affect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive certain financial benefits from financial institutions, including discounts on certain banking services, for services that ensure eligibility for FDIC deposit insurance, or in connection with the establishment of QSF accounts. At any given time, CPT may maintain multiple QSF account balances at an institution, which may result in benefits that would not normally be available to a customer who maintains an individual QSF account. Such benefits may be used to (a) eliminate or reduce certain bank service fees that would normally be charged to the QSF account until its closure, (b) reduce CPT's administration fees and/or (c) may be retained by CPT as additional compensation.
7. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section

"Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination", Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

8. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
9. **Intellectual Property.** CPT retains all rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
10. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
11. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE
12. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
14. **Miscellaneous Provisions.**
- a) **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) **Counterparts.** This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) **Entire Agreement.** This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) **Modifications.** Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) **Assignment.** Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) **No Third-Party Beneficiaries.** The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) **Statistical Data.** Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) **Export Controls.** Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery, the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) **Independent Contractors.** Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) **Subcontractors.** CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) **Headings.** The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) **Waiver.** No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) **Acceptance.** If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) **Survival.** Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Exhibit “6”

Gomez v. Chamberlin Care LLC
OCSC Case No. 30-2025-01519940-CU-OE-CXC
Itemization of Costs

Vendor	Description	Amount
OCSC	Filing fee - Summons & Complaint	\$1,502.49
OCSC	Filing fee - Motion for PAGA Approval	\$82.98
LWDA	PAGA Fee	\$75.00
One Legal	Process service	\$134.23
One Legal	Electronic Filing / Service	\$314.70
OCSC	Online court document access	\$7.50
USPS	Postage	\$23.40
Lemke Mediation	Mediation	\$3,000.00
	Copies (.50 x 31 copies)	\$15.50
	TOTAL	\$5,155.80

Exhibit “7”

Bruce Kokozyan, Esq. (SBN 195723)
Brian Keith Andrews, Esq. (SBN 234306)
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bandrews@kokozyanlawfirm.com

Attorneys for Plaintiff
Roxanna Gomez, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ROXANNA GOMEZ, an Individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

CHAMBERLIN CARE, LLC, a California
Limited Liability Company; and DOES 1
through 100, Inclusive,

Defendants.

) CASE NO. 30-2025-01519940-CU-OE-CXC

) Assigned for all purposes to the Honorable David A.
) Hoffer in department CX103

) **DECLARATION OF ROXANNA GOMEZ IN**
) **SUPPORT OF PLAINTIFF'S MOTION FOR**
) **APPROVAL OF SETTLEMENT PURSUANT**
) **TO THE PRIVATE ATTORNEYS GENERAL**
) **ACT OF 2004 AND FOR ATTORNEYS' FEES**
) **AND COSTS**

) Hearing Date: November 09, 2026

) Time: 1:30 PM

) Dept. CX-103

) Reservation No.: 74927181

) Complaint Filed: October 15, 2025

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1. I am the named Plaintiff in this action.

4. I understood and understand that being the named representative came with risks. I understood that if my former employer were to prevail in this action, they may be able to receive a judgment against me for their costs in this action. I understood these costs could be substantial. I also understood that my name would publicly state I had sued a former employer. I understand that future employers, even if the lawsuit was meritorious, may resist hiring me because I have filed a lawsuit. I further understand I am releasing any individual claims I may have had against my former employer which would prevent me from filing a lawsuit on my behalf against my former employer in the future.

6. Based on the above, I respectfully request the Court grant the request for an enhancement payment for services rendered in the amount of five thousand dollars (\$5,000).

Executed on Aug 6, 2026 , 2026 at San Bernardino, California.

Roxanna Gomez (Aug 6, 2026 11:31:03 PDT)

ROXANNA GOMEZ, Declarant