

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Agreement”) is reached by and between Plaintiffs Marcus Johnson, Lew Musselman, Keira Williams, Natalie Cortez, and Deloris Ward (collectively “Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Class, defined in Section 2, below, and Defendants National Mentor Healthcare, LLC, Loyd’s Liberty Homes, Inc., REM California, LLC, Cornerstone Living Skills, Inc., Unlimited Quest, Inc., Horrigan Cole Enterprises, Inc., First Step Independent Living Program, Inc., California Mentor Family Home Agency, LLC, Institute for Family Centered Services, Inc., National Mentor, LLC, Mentor Management, Inc., National Mentor Holdings, Inc., and National Mentor Holdings, LLC (collectively referred to as “CSS” or “Community Support Services”) (Plaintiffs and CSS are referred to herein collectively as the “Parties”). Plaintiffs and the Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC; Lauren Teukolsky of Teukolsky Law APC; David P. Myers, Jason Hatcher, and Andriana N. Bravo of The Myers Law Group, APC; and Johnathan Lebe of Lebe Law, APC (The attorneys for Plaintiffs and the Class are known collectively as “Class Counsel”). CSS is represented by Shaye Schrick, Caroline M. Colangelo, and Tanner G. Ary of Delfino Madden O’Malley Coyle & Koewler LLP.

This settlement resolves the matters of *Marcus Johnson et al. v. National Mentor Healthcare, LLC dba California Mentor, et. al.*, initiated on December 19, 2019, in San Bernardino County Superior Court Case No. CIVDS1938303 (the “*Johnson Action*”); *Keira Williams v. National Mentor Healthcare, LLC, et al.*, initiated on April 18, 2022, in San Bernardino County Superior Court Case No. CIVSB2207868 (the “*Williams Action*”); *Natalie Cortez v. Cornerstone Living Skills, Inc. et al.*, initiated on June 28, 2023, in Sonoma County Superior Court Case No. SCV-273597 (the “*Cortez Action*”); and *Deloris Ward v. Horrigan Cole Enterprises, Inc. dba Cole Vocational Services et al.*, initiated on March 15, 2024, in Los Angeles County Superior Court Case No. 24STCV06626 (the “*Ward Action*”) (collectively, the “**Actions**”).

The Complaint filed on December 19, 2019, in the *Johnson Action* alleges the following causes of action: (1) meal period violations; (2) rest period violations; (3) unreimbursed expenses; (4) failure to keep proper records; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) unfair competition; (8) declaratory relief; and (9) Private Attorneys General Act.

The operative First Amended Complaint filed on September 8, 2022, in the *Williams Action*, alleges the following causes of action: (1) unpaid wages due to illegal rounding; (2) failure to pay all overtime and double time wages; (3) failure to provide rest periods; (4) failure to provide accurate wage statements; (5) waiting time penalties; (6) unfair competition; and (7) civil penalties under the Private Attorneys General Act.

The operative First Amended Complaint filed on November 13, 2023, in the *Cortez Action*, alleges the following causes of action: (1) meal period violations; (2) rest period violations; (3) wage statement violations; (4) waiting time penalties; (5) unfair competition; and (6) civil penalties under the Private Attorneys General Act.

The operative First Amended Complaint filed on May 13, 2024, in the *Ward* Action, alleges the following causes of action: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for all necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; (8) unfair competition; and (9) civil penalties under the Private Attorneys General Act.

Given the uncertainty of litigation, Plaintiffs and CSS wish to settle both individually and on behalf of the Class (as defined in section 2, below). Accordingly, Plaintiffs and CSS agree as follows:

1. **Consolidated Complaint.** For the purposes of this Settlement Agreement only, the Parties will file a stipulation for an amended complaint to: (1) consolidate the *Johnson* Action, *Williams* Action, *Cortez* Action, and the *Ward* Action and (2) ensure that all included Class Members (as defined in section 2, below), PAGA Group Members (as defined in section 3, below), claims and theories encompassed by the Settlement Agreement are clearly articulated and covered, through the *Ward* Action in Los Angeles Superior Court, Case No. 24STCV06626 (the “Consolidated Complaint”), and will move for approval of this Settlement Agreement through the *Ward* Action. In the event this Settlement Agreement is not fully executed by all Parties and/or if settlement of the consolidated action does not receive final approval for any reason, the Parties agree that the consolidated action will be dismissed, without prejudice.

2. **Class Members.** For the purposes of this Settlement Agreement only, Plaintiffs and CSS stipulate to certification of the Class. The Class is defined to include the following individuals (referred to as “Class Members”):

All nonexempt employees employed at the following entities in the state of California during the following dates (collectively referred to as the “Class Periods”):

- (a) National Mentor Healthcare, LLC – Direct Support Professionals employed at specified Specialized Residential Facilities identified in Exhibit A attached hereto between December 19, 2015 and the Class/PAGA Period End Date;
- (b) National Mentor Healthcare, LLC – All nonexempt employees of National Mentor Healthcare, LLC not identified in Section 2(a), above, employed between April 18, 2018 and the Class/PAGA Period End Date;
- (c) Loyd’s Liberty Homes, Inc. – All nonexempt employees of Loyd’s Liberty Homes, Inc. employed between April 18, 2018 and the Class/PAGA Period End Date;
- (d) REM California, LLC – All nonexempt employees of REM California, LLC employed between April 18, 2018 and the Class/PAGA Period End Date;
- (e) Cornerstone Living Skills, Inc. – All nonexempt employees of Cornerstone Living Skills, Inc. employed between June 28, 2019 and the Class/PAGA Period End Date;

- (f) National Mentor Holdings, LLC – All nonexempt employees of National Mentor Holdings, LLC employed between June 28, 2019 and the Class/PAGA Period End Date;
- (g) Unlimited Quest, Inc. – All nonexempt employees of Unlimited Quest, Inc. employed between March 15, 2020 and the Class/PAGA Period End Date (excluding time periods covered by the *Bradley Queen v. Unlimited Quest, Inc.* settlement);
- (h) Horrigan Cole Enterprises, Inc. – All nonexempt employees of Horrigan Cole Enterprises, Inc. employed between March 15, 2020 and the Class/PAGA Period End Date (excluding time periods covered by the *Hussey/Welcome v. Horrigan Cole Enterprises, Inc.* settlement);
- (i) National Mentor, LLC – All nonexempt employees of National Mentor, LLC employed between March 15, 2020 and the Class/PAGA Period End Date;
- (j) First Step Independent Living Program, Inc. – All nonexempt employees of First Step Independent Living Program, Inc. employed between May 3, 2020 and the Class/PAGA Period End Date (excluding time periods covered by the *Bentton v. First Step Independent Living Program, Inc.* settlement);
- (k) California Mentor Family Home Agency, LLC – All nonexempt employees of California Mentor Family Home Agency, LLC employed between May 3, 2020 and the Class/PAGA Period End Date (excluding time periods covered by the *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements);
- (l) Institute for Family Centered Services, Inc. – All nonexempt employees of Institute for Family Centered Services, Inc. employed between May 3, 2020 and the Class/PAGA Period End Date.

The “Class/PAGA Period End Date” means the date preliminary approval is granted by the Court or the date when the total number of Class Member workweeks has increased by 15% of the 329,779 Class Member workweeks stated in Paragraph 5 (i.e., once there are 379,246 Class Member workweeks), whichever is earlier. The term “Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion (defined in section 14.D, below) from the Settlement.

3. **The PAGA Group.** For the purposes of this Settlement Agreement only, Plaintiffs and CSS stipulate to representative treatment of the PAGA Group. The PAGA Group is defined to include the following individuals (referred to as “PAGA Group Members”):

all nonexempt employees employed at the following entities in the state of California during the following dates (collectively referred to as the “PAGA Periods”):

- (a) National Mentor Healthcare, LLC – Direct Support Professionals employed at specified Specialized Residential Facilities identified in Exhibit A attached hereto between December 19, 2018 and the Class/PAGA Period End Date;
- (b) National Mentor Healthcare, LLC – All nonexempt employees of National Mentor Healthcare, LLC not identified in Section 3(a), above, employed between April 18, 2021 and the Class/PAGA Period End Date;
- (c) Loyd's Liberty Homes, Inc. – Loyd's Liberty Homes, Inc. – All nonexempt employees of Loyd's Liberty Homes, Inc. employed between April 18, 2021 and the Class/PAGA Period End Date;
- (d) REM California, LLC – All nonexempt employees of REM California, LLC employed between April 18, 2021 and the Class/PAGA Period End Date;
- (e) Cornerstone Living Skills, Inc. – All nonexempt employees of Cornerstone Living Skills, Inc. employed between June 28, 2022 and the Class/PAGA Period End Date;
- (f) National Mentor Holdings, LLC – All nonexempt employees of National Mentor Holdings, LLC employed between June 28, 2022 and the Class/PAGA Period End Date;
- (g) Unlimited Quest, Inc. – All nonexempt employees of Unlimited Quest, Inc. employed between March 15, 2023 and the Class/PAGA Period End Date;
- (h) Horrigan Cole Enterprises, Inc. – All nonexempt employees of Horrigan Cole Enterprises, Inc. employed between March 15, 2023 and the Class/PAGA Period End Date (excluding time periods covered by the *Hussey/Welcome v. Horrigan Cole Enterprises, Inc.* settlement);
- (i) National Mentor, LLC – All nonexempt employees of National Mentor, LLC employed between March 15, 2023 and the Class/PAGA Period End Date;
- (j) First Step Independent Living Program, Inc. – All nonexempt employees of First Step Independent Living Program, Inc. employed between May 3, 2023 and the Class/PAGA Period End Date (excluding time periods covered by the *Bentton v. First Step Independent Living Program, Inc.* settlement);
- (k) California Mentor Family Home Agency, LLC – All nonexempt employees of California Mentor Family Home Agency, LLC employed between May 3, 2023 and the Class/PAGA Period End Date (excluding time periods covered by the *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements);

- (l) Institute for Family Centered Services, Inc. – All nonexempt employees of Institute for Family Centered Services, Inc. employed between May 3, 2023 and the Class/PAGA Period End Date.

4. **Class Certification or Representative Manageability.** The Parties agree that class certification and representative treatment is only for purposes of this Settlement Agreement. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

5. **Class Periods and PAGA Periods.** CSS represents that, as of March 28, 2024, there were approximately 5,817 Class Members and 329,779 workweeks for CSS in California in nonexempt positions during the applicable Class Periods. The Parties agree that the Class Periods will end on the Class/PAGA Period End Date (i.e., on the date of preliminary approval by the Court or when the number of workweeks has increased by 15%, i.e., once there are 379,246 Class Member workweeks) with no impact to the amount of the Maximum Settlement Amount.

6. **Releases by Plaintiffs and Settlement Class.** Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs and the Settlement Class Members will fully release and discharge CSS and each of their present and former affiliates and all of their officers, directors, employees, agents, payroll processors, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action, whether known or unknown, reasonably arising out of the same set of operative facts pleaded in the Actions, this includes but is not limited to alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked, failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide reporting time pay, failure to provide split shift premium pay, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the Class Period End Date. This Release shall include all claims and theories arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5,

1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, the applicable Wage Orders, and applicable regulations, as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions in the Actions. (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Periods. The *res judicata* effect of the judgment will be the same as that of the Release.

- B. “Class Representative Service Awards” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions. In light of their Class Representative Service Awards, Plaintiffs Marcus Johnson, Lew Musselman, Keira Williams, Natalie Cortez, and Deloris Ward have agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties (“Plaintiffs’ Released Claims”). Plaintiffs understand that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiffs’ Released Claims are any claims for workers’ compensation benefits, which cannot be released as a matter of law.

7. **Releases by the PAGA Group.** Upon the Effective Date and the complete funding of the Maximum Settlement Amount, irrespective of whether they opted out of the class settlement, the PAGA Group Members shall release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the operative facts in the Actions and LWDA Notices for the Actions dated June 3, 2019 and December 10, 2019 (LWDA-CM-701695-19), April 18, 2022 (LWDA-CM-879144-22), June 28, 2023 (LWDA-CM-965030-23) March 7, 2024 (LWDA-CM-1015396-24), and February 4, 2025 (LWDA-CM-1015396-24).

8. **Maximum Settlement Amount.** As consideration, CSS agrees to pay a non-reversionary maximum amount (the “Maximum Settlement Amount”) of Seven Million Nine Hundred Fourteen Thousand Six Hundred Ninety-Six Dollars (\$7,914,696.00) in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.

- B. Within 5 business days of the Effective Date, the Settlement Administrator shall provide CSS with the documents and information necessary in order for CSS to fund the settlement, including wiring instructions and the information that CSS will need in order to pay their respective shares of the payroll taxes owed. The Maximum Settlement Amount shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class Members, within twenty-one (21) calendar days of CSS's receipt of this documentation/information. The "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its written Order Granting Final Approval of the Settlement; and (b) the Judgment is final. Final means when all of the following events have occurred: (1) The Settlement Agreement has been executed by all Parties, Class Counsel, and CSS's Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the settlement. It is the Parties' intention that the Settlement shall be final for purposes of the Effective Date at the time of Final Approval, if no objections to the settlement are filed. Only in the event that written objections are filed or oral objections are presented at or prior to the Final Settlement Approval Hearing pursuant to the timelines set forth in the Agreement, which are not later withdrawn prior to final approval, the Effective Date shall be the later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment either (i) the date sixty (60) calendar days after the entry of Final Judgment and Order Approving Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (ii) in the event a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order Approving Settlement, the date sixty (60) calendar days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.
- C. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- D. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Thirty-Five Thousand Dollars (\$35,000.00);

- (3) Up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) for Plaintiffs' Class Representative Service Awards as follows: Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for Plaintiff Marcus Johnson; Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Plaintiff Lew Musselman; Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for Plaintiff Keira Williams; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Natalie Cortez; and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Deloris Ward. The Plaintiffs' Class Representative Service Awards are in recognition of Plaintiffs' contributions to the Action, and their services to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this settlement, and it will remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is estimated to be Two Million Six Hundred Thirty-Eight Thousand Two Hundred and Thirty-Two Dollars and Zero Cents (\$2,638,232.00), plus actual costs and expenses related to the Actions, not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), as supported by declaration. In the event that the Court reduces or does not approve the requested Class Counsel Award and costs, Plaintiffs' counsel shall not have the right to revoke this settlement, and it will remain binding;
 - (5) Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), will be payable to the PAGA Group as the "PAGA Amount," as described below.
- E. The Employees' share of payroll taxes shall be paid from the Maximum Settlement Amount. CSS's share of payroll taxes shall be paid by CSS separately from, and in addition to, the Maximum Settlement Amount.
9. **Payments to the Settlement Class.** There is no requirement to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:
 - A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and

the amount set aside as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Fund” (“NSF”).

- B. From the NSF, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula:
 - i. Payments to all Settlement Class Members: The NSF will be distributed to all Settlement Class Members based on each Settlement Class Member’s proportionate workweeks worked for CSS in California in a nonexempt position during the Class Periods (“Qualifying Workweeks”), by multiplying the NSF by a fraction, the numerator of which is the Settlement Class Member’s number of Qualifying Workweeks, and the denominator of which is the total Qualifying Workweeks worked by all Settlement Class Members during the Class Periods.
 - ii. PAGA Amount: In addition to the NSF, Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), of the Maximum Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Group Member, regardless of whether they opt out of/exclude themselves from the settlement, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked for CSS in California in a nonexempt position during the PAGA Periods (“Qualifying Pay Periods”), the numerator of which is the PAGA Group Member’s gross number of Qualifying Pay Periods, and the denominator of which is the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA Periods.
- C. Within ten (10) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator by CSS, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlement Payments, and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to CSS’s counsel.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, each participating Settlement Class Members’ payment from the NSF shall be allocated as follows: one-third (1/3) as wages and two-thirds (2/3) as non-wages, including penalties, and interest. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated as r non-wages. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay

or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. For purposes of calculating applicable taxes and withholdings for the PAGA Group Members, each PAGA Group Member shall assume full responsibility and liability for any taxes owed on their individual PAGA payment. The Settlement Administrator will issue an IRS Form 1099 to each PAGA Group Member for their individual PAGA payments.
- F. Each Settlement Class Member and PAGA Group Member who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members and PAGA Group Members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member/PAGA Group Member to whom the check was issued, until such time that they claim their property.
- G. Neither Plaintiffs nor CSS shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. **Attorneys' Fees and Costs.** CSS will not object to a request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be Two Million Six Hundred Thirty-Eight Thousand Two Hundred and Thirty-Two Dollars and Zero Cents (\$2,638,232.00), plus actual costs and expenses as supported by declaration, in an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court. Apart from such award of fees and reimbursement of costs, as provided in this section, the Parties waive any and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Settlement Class Member, Class Counsel, and CSS or their counsel related to the released claims.

11. **Class Representative Service Awards.** CSS will not object to a request for Class Representative Service Awards of up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to Plaintiffs as follows: Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for Plaintiff Marcus Johnson; Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Plaintiff Lew Musselman; Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for Plaintiff Keira Williams; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Natalie Cortez; and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Deloris Ward—for their time and risks in prosecuting this case, and for their services to the Class. These awards will be in addition to Plaintiffs' Individual

Settlement Payments as Settlement Class Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiffs shall assume full responsibility and liability for the payment of taxes due on such awards.

12. **Settlement Administrator.** CSS will not object to the appointment of ILYM Group, Inc. as Settlement Administrator nor to Class Counsel seeking permission to pay up to Thirty-Five Thousand Dollars (\$35,000.00) for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members and PAGA Group Members. The Settlement Administrator shall also give notice of final judgment by posting it on its website.

13. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC; Lauren Teukolsky of Teukolsky Law APC; David P. Myers, Jason Hatcher, and Andriana N. Bravo of The Myers Law Group, APC; and Johnathan Lebe of Lebe Law, APC as Class Counsel;
- C. Appointing Marcus Johnson, Lew Musselman, Keira Williams, Natalie Cortez, and Deloris Ward as Class Representatives for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Individual Settlement Payment, attached hereto as **Exhibits B and C**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Settlement Approval Hearing.

Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of the Settlement within 90 calendar days, and will share their draft for comments by CSS's counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith CSS's counsel's comments on the draft of the motion before filing any motion.

14. **Notice to Class Members.** Following preliminary approval, the Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, CSS will confidentially provide the Settlement Administrator with the names, last known addresses, and Social Security numbers (in electronic format)

of the Class Members, including the Qualifying Workweeks and Qualifying Pay Periods worked by each Class Member.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Class Member; (iv) provide its calculations to Counsel for approval; and (v) mail the Notice Packet to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including performing a "skip trace," to track any Class Member's mailing returned as undeliverable, and will re-send the Notice Packet promptly, and in any event within three (3) business days of identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Class Member received the Notice Packet.
- D. Requests for Exclusion. Any Class Member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Class Members who wish to exclude themselves from the settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member, (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
 - ii. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the subsection above. The Settlement Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has

reason to question the authenticity of a Request for Exclusion, then the Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- iii. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all PAGA Group Members whether or not they exclude themselves from the class action settlement. PAGA Group Members who submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- F. Objections. Class Member who do not request exclusion may object to this Agreement, including contesting the fairness of the settlement and the amounts requested for Attorneys' Fees and Costs and Class Representative Service Awards. Objections may be made by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and CSS's counsel, who shall then promptly file all such objections with the Court) or by appearing (or hiring an attorney to appear) at the Final Settlement Approval Hearing to present oral objections. Written objections must be sent to the Settlement Administrator no later than the Response Deadline. CSS's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) business days of the Motion for Final Approval filing deadline, in which case CSS's counsel and Class Counsel shall have ten (10) business days to respond. To be valid, any written objection must: (1) contain the objecting Class Member's full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Class Members may also appear at the Final Settlement Approval Hearing to orally object, even if they have not submitted a written objection. A Class Member who wishes to object but who fails to comply with the objection procedures set forth herein shall be deemed not to have objected. Class Members who request exclusion have no right to object to the settlement.

- G. Notice of Settlement Payment/Disputes. Each Notice Packet mailed to a Class Member shall contain a Notice of Individual Settlement Payment, in which shall be disclosed the amount of the Class Member's estimated Individual Settlement Payment as well as all of the information that was used from CSS's records in order to calculate the Individual Settlement Payment, including the Class Member's workweeks worked during the Class Periods and the number of pay

periods worked by the PAGA Group member during the PAGA Periods. Class Members will have the opportunity, should they disagree with CSS's records regarding the information stated in their Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

- H. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or CSS's Counsel to provide notice of the proposed settlement.

15. **Final Approval.** Following preliminary approval and the close of the period for filing written requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Awards, and Settlement Administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

Plaintiffs shall provide drafts of the Motion for Final Approval of the Settlement, the proposed Final Approval Order, and a proposed Judgment to CSS's Counsel not later than five (5) business days prior to filing the Motion for Final Approval. Class Counsel and CSS's Counsel

will expeditiously confer, in good faith, to resolve any suggestions made by CSS regarding these documents.

16. **Non-Admission of Liability.** Nothing in this Agreement shall operate or be construed as an admission of any liability by the Released Parties or that class certification or representative treatment is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

17. **Nondisclosure and Nonpublication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement among the parties contemplated herein, the fact of the Settlement Agreement, its terms or contents, and the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. If Class Counsel or counsel for CSS receives an inquiry about the settlement from the media, they may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent CSS or Plaintiffs from making any required legal disclosure. Additionally, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action and the venue/case number of this action for such purposes.

18. **No Undue Publicity.** Neither Plaintiffs nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendants' approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.

19. **No Tax Advice.** Neither Plaintiffs, Class Counsel, CSS, nor CSS's 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.

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

21. **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.

22. **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and CSS, 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.

23. **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, 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.

24. **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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

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

26. **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.

27. **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.

28. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

29. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to CSS:

Shaye Schrick, Delfino Madden O'Malley Coyle & Koewler LLP,
500 Capitol Mall, Suite 1550, Sacramento, California 95814,
sschrick@delfinomadden.com.

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245,
phaines@haineslawgroup.com.

David P. Myers, The Myers Law Group, APC, 9327 Fairway View
Place, Suite 100, Rancho Cucamonga, California 91730,
jhatcher@myerslawgroup.com

30. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

31. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

32. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

33. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree 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.

DATED: 3/3/2025

NATIONAL MENTOR HEALTHCARE, LLC,
LOYD'S LIBERTY HOMES, INC., REM
CALIFORNIA, LLC, CORNERSTONE LIVING
SKILLS, INC., UNLIMITED QUEST, INC.,
HORRIGAN COLE ENTERPRISES, INC., FIRST
STEP INDEPENDENT LIVING PROGRAM,
INC., CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, INSTITUTE FOR FAMILY
CENTERED SERVICES, INC., NATIONAL
MENTOR, LLC, MENTOR MANAGEMENT,
INC., NATIONAL MENTOR HOLDINGS, INC.,
AND NATIONAL MENTOR HOLDINGS, LLC
("CSS")

Signed by:
By: Gina Martin
F3CEB4EAAC3E4AC

Its: Chief Legal Officer, GC & Secretary

DATED: Feb 24, 2025

Plaintiff MARCUS JOHNSON

By: 
Plaintiff and Class Representative
Marcus Johnson (Feb 24, 2025 08:32 PST)

DATED:

Plaintiff LEW MUSSELMAN

By: _____
Plaintiff and Class Representative

DATED:

Plaintiff KEIRA WILLIAMS

By: _____
Plaintiff and Class Representative

DATED: 3/3/2025

NATIONAL MENTOR HEALTHCARE, LLC,
LOYD'S LIBERTY HOMES, INC., REM
CALIFORNIA, LLC, CORNERSTONE LIVING
SKILLS, INC., UNLIMITED QUEST, INC.,
HARRIGAN COLE ENTERPRISES, INC., FIRST
STEP INDEPENDENT LIVING PROGRAM,
INC., CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, INSTITUTE FOR FAMILY
CENTERED SERVICES, INC., NATIONAL
MENTOR, LLC, MENTOR MANAGEMENT,
INC., NATIONAL MENTOR HOLDINGS, INC.,
AND NATIONAL MENTOR HOLDINGS, LLC
("CSS")

Signed by:
By: Gina Martin
F3CEB4EAA03E7AC

Its: Chief Legal Officer, GC & Secretary

DATED:

Plaintiff MARCUS JOHNSON

By: _____
Plaintiff and Class Representative

DATED: Feb 19, 2025

Plaintiff LEW MUSSELMAN

By: Lew Musselman
Lew Musselman (Feb 19, 2025 13:49 PST)
Plaintiff and Class Representative

DATED:

Plaintiff KEIRA WILLIAMS

By: _____
Plaintiff and Class Representative

DATED: 3/3/2025

NATIONAL MENTOR HEALTHCARE, LLC,
LOYD'S LIBERTY HOMES, INC., REM
CALIFORNIA, LLC, CORNERSTONE LIVING
SKILLS, INC., UNLIMITED QUEST, INC.,
HORRIGAN COLE ENTERPRISES, INC., FIRST
STEP INDEPENDENT LIVING PROGRAM,
INC., CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, INSTITUTE FOR FAMILY
CENTERED SERVICES, INC., NATIONAL
MENTOR, LLC, MENTOR MANAGEMENT,
INC., NATIONAL MENTOR HOLDINGS, INC.,
AND NATIONAL MENTOR HOLDINGS, LLC
("CSS")

Signed by:
By: Gina Martin
F3CEB4EAC3E4AC...

Its: Chief Legal Officer, GC & Secretary

DATED:

Plaintiff MARCUS JOHNSON

By: _____
Plaintiff and Class Representative

DATED:

Plaintiff LEW MUSSELMAN

By: _____
Plaintiff and Class Representative

DATED: February 20, 2025

Plaintiff KEIRA WILLIAMS

DocuSigned by:
By: Keira Williams
3002F323DFCG4BD...
Plaintiff and Class Representative

DATED: Feb 19, 2025

Plaintiff NATALIE CORTEZ

By: 
Natalie Cortez (Feb 19, 2025 15:46 PST)
Plaintiff and Class Representative

DATED:

Plaintiff DELORIS WARD

By: _____
Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED:

DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP

By: _____
Daniel J. Coyle,
Shaye Schrick, and
Caroline M. Colangelo
Attorneys for CSS

DATED:

Plaintiff NATALIE CORTEZ

By: _____
Plaintiff and Class Representative

DATED: Feb 19, 2025

Plaintiff DELORIS WARD

By: Deloris Ward Feb 19, 2025 (7:11 PST) _____
Plaintiff and Class Representative

APPROVED AS TO FORM:

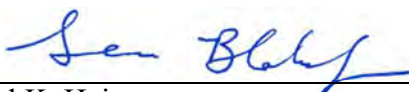
DATED: 4/1/2025

DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP

Signed by:
By: Shaye Schrick _____
Daniel J. Coyle,
Shaye Schrick, and
Caroline M. Colangelo
Attorneys for CSS

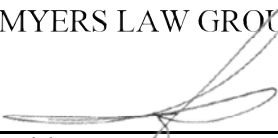
DATED:

HAINES LAW GROUP, APC

By: 
Paul K. Haines,
Sean M. Blakely
Attorneys for Plaintiffs

DATED:

THE MYERS LAW GROUP, APC

By: 
David P. Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiffs

DATED:

Lebe Law, APLC

By: _____
Jonathan M. Lebe
Attorneys for Plaintiffs

DATED:

TEUKOLSKY LAW, APC

By: _____
Lauren Teukolsky
Attorneys for Plaintiffs

DATED:

HAINES LAW GROUP, APC

By: _____

Paul K. Haines,
Sean M. Blakely
Attorneys for Plaintiffs

DATED:

THE MYERS LAW GROUP, APC

By: _____

David P. Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiffs

DATED: February 19, 2025

Lebe Law, APLC

By: _____


Jonathan M. Lebe
Attorneys for Plaintiffs

DATED:

TEUKOLSKY LAW, APC

By: _____

Lauren Teukolsky
Attorneys for Plaintiffs

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines,
Sean M. Blakely
Attorneys for Plaintiffs

DATED:

THE MYERS LAW GROUP, APC

By: _____
David P. Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiffs

DATED:

Lebe Law, APLC

By: _____
Jonathan M. Lebe
Attorneys for Plaintiffs

DATED:

TEUKOLSKY LAW, APC

By:  _____
Lauren Teukolsky
Attorneys for Plaintiffs

EXHIBIT A

Exhibit A

National Mentor Healthcare, LLC – Specialized Residential Facilities:

006048 CA-MNTR-CCF-MEADOWOAKS-IDD-FY04NS
006058 CA-MNTR-CCF-RIVERGLEN-IDD-FY05NS
006059 CA-MNTR-CCF-PUEBLO PEAK-IDD
006063 CA-MNTR-CCF-VILLA HERMOSA-IDD
006065 CA-MNTR-CCF-APPLEGATE-IDD-FY15NS
006067 CA-MNTR-CCF-CAROLINA-IDD-FY15NS
006068 CA-MNTR-CCF-HOUGHTON-IDD-FY18NS
006069 CA-MNTR-CCF-STREBOR-IDD-FY18NS
006161 CA-MNTR-CCF-MARINEVIEW-IDD-FY17NS
006162 CA-MNTR-CCF-HAYWARD HILLS-IDDFY19NS
006173 CA-MNTR-CCF-BRISTOL-IDD-FY07NS
006190 CA-MNTR-CCF-WEBSTER-IDD-FY12NS
006191 CA-MNTR-CCF-WILKIE-IDD-FY12NS
006192 CA-MNTR-CCF-Cartagena-IDD-FY12NS
006193 CA-MNTR-CCF-256th-IDD-FY12NS
006194 CA-MNTR-CCF-HAZELBROOK-IDD-FY15NS
006195 CA-MNTR-CCF-LURAY-IDD-FY15NS
006196 CA-MNTR-CCF-DOMINGUEZ-IDD-FY16NS
006197 CA-MNTR-CCF-230TH-IDD-FY17NS
006210 CA-MNTR-CCF-MALABAR-IDD-FY17NS
006302 CA-MNTR-CCF-LOPEZ-HT0735-IDD
006303 CA-MNTR-CCF-LA LOMA-IDDFY19NS
006304 CA-MNTR-CCF-PABLO LANE-IDDFY19NS
006163 CA-MNTR-CCF-CALISTOGA
006204 CA-MNTR-CCF-234
006203 CA-MNTR-CCF-TERN BAY

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DELORIS WARD, MARCUS JOHNSON, LEW
MUSSELMAN, NATALIE CORTEZ, and
KEIRA WILLIAMS, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

HORRIGAN COLE ENTERPRISES, INC.,
UNLIMITED QUEST, INC., NATIONAL
MENTOR HEALTHCARE, LLC, NATIONAL
MENTOR, LLC, NATIONAL MENTOR
HOLDINGS, LLC, LOYD'S LIBERTY HOMES,
INC., REM CALIFORNIA, LLC,
CORNERSTONE LIVING SKILLS, INC.,
FIRST STEP INDEPENDENT LIVING
PROGRAM, INC., CALIFORNIA MENTOR
FAMILY HOME AGENCY, LLC, INSTITUTE
FOR FAMILY CENTERED SERVICES, INC.,
and MENTOR MANAGEMENT, INC., LLC.

Defendants.

Case No. 24STCV06626

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Deloris Ward, et al. v. Horrigan Cole Enterprises, Inc. et al.*, Los Angeles County Superior Court Case No. 24STCV06626. Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

The Settlement resolves several matters pending against Defendants National Mentor Healthcare, LLC, Loyd's Liberty Homes, Inc., REM California, LLC, Cornerstone Living Skills, Inc., Unlimited Quest, Inc., Horrigan Cole Enterprises, Inc., First Step Independent Living Program, Inc., California Mentor Family Home Agency, LLC, Institute for Family Centered Services, Inc., National Mentor, LLC, Mentor Management, Inc., National Mentor Holdings, Inc., and National Mentor Holdings, LLC (collectively referred to as "CSS" or "Community Support Services"), including but not limited to claims set forth in the following actions:

- *Marcus Johnson et al. v. National Mentor Healthcare, LLC dba California Mentor, et. al.*, initiated on December 19, 2019, in San Bernardino County Superior Court Case No. CIVDS1938303 (the "Johnson Action");

- *Keira Williams v. National Mentor Healthcare, LLC, et al.*, initiated on April 18, 2022, in San Bernardino County Superior Court Case No. CIVSB2207868 (the “Williams Action”);
- *Natalie Cortez v. Cornerstone Living Skills, Inc. et al.*, initiated on June 28, 2023, in Sonoma County Superior Court Case No. SCV-273597 (the “Cortez Action”); and
- *Deloris Ward v. Horrigan Cole Enterprises, Inc. dba Cole Vocational Services et al.*, initiated on March 15, 2024, in Los Angeles County Superior Court Case No. 24STCV06626 (the “Ward Action”).

These actions shall collectively be referred to as the “Actions.” On March 4, 2025, Plaintiffs filed a Consolidated Second Amended Class and Representative Action Complaint in the *Ward* Action, consolidating the Actions for settlement purposes.

You may be entitled to money from this Settlement. CSS’s records indicate that you were employed as a non-exempt employee at one of the following entities in the state of California during the following Class Periods:

- (a) National Mentor Healthcare, LLC – Between December 19, 2015 and January 15, 2024 (Direct Support Professionals at specified Specialized Residential Facilities only) and/or between April 18, 2018 and January 15, 2024 (all non-exempt employees);
- (b) Loyd’s Liberty Homes, Inc. – Between April 18, 2018 January 15, 2024;
- (c) REM California, LLC – Between April 18, 2018 and January 15, 2024;
- (d) Cornerstone Living Skills, Inc. – Between June 28, 2019 and January 15, 2024;
- (e) National Mentor Holdings, LLC – Between June 28, 2019 and January 15, 2024;
- (f) Unlimited Quest, Inc. – Between March 15, 2020 and January 15, 2024 (excluding time periods covered by the *Bradley Queen v. Unlimited Quest, Inc.* settlement);
- (g) Horrigan Cole Enterprises, Inc. – Between March 15, 2020 and January 15, 2024 (excluding time periods covered by the prior class action settlement entitled *Hussey/Welcome v. Horrigan Cole Enterprises, Inc.* settlement);
- (h) National Mentor, LLC – Between March 15, 2020 January 15, 2024;
- (i) First Step Independent Living Program, Inc. – Between May 3, 2020 and January 15, 2024 (excluding time periods covered by the prior class action settlement entitled *Bentton v. First Step Independent Living Program, Inc.* settlement);
- (j) California Mentor Family Home Agency, LLC – Between May 3, 2020 and January 15, 2024 (excluding time periods covered by the prior class action settlements entitled *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements);

(k) Institute for Family Centered Services, Inc. – Between May 3, 2020 and January 15, 2024.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. The purpose of this Notice is to provide you with a brief description of the Actions, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Deloris Ward, Marcus Johnson, Lew Musselman, Natalie Cortez, and Keira Williams (collectively referred to as “Plaintiffs”) filed these actions against CSS on behalf of themselves and other non-exempt employees of CSS employed in the State of California. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Actions allege that CSS failed to pay Settlement Class members for all earned minimum and overtime wages and failed to provide all required meal and rest periods. The Actions also allege that CSS failed to adequately reimburse Settlement Class members for necessary business expenses, failed to provide Settlement Class members with accurate and complete wage statements, failed to timely pay all final wages at the time of separation of employment, and as a result of the foregoing alleged violations, engaged in unfair business practices and is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

CSS denies that they have done anything wrong or that they owe Plaintiffs or the Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, this class-wide Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on the part of CSS, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with CSS’s business operations, the parties have agreed to settle the Actions on the terms summarized in this Notice. After CSS provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and intensive arm’s length negotiations between the parties.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to CSS, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

Who are the attorneys?

Attorneys for Plaintiffs/Settlement Class Members:

HAINES LAW GROUP, APC

Paul K. Haines

phaines@haineslawgroup.com

Sean M. Blakely

sblakely@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

THE MYERS LAW GROUP, A.P.C.

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Jason Hatcher

jhatcher@myerslawgroup.com

9327 Fairway View Place, Suite 100

Rancho Cucamonga, CA 91730

Tel: (909) 919-2027

Fax: (888) 375-2102

TEUKOLSKY LAW, APC

Lauren Teukolsky

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595 E. Colorado Blvd., Ste 418

Pasadena, CA 91101

Tel: (626) 522-8982

Fax: (626) 522-8983

Jonathan M. Lebe

jon@lebelaw.com

Lebe Law, APLC

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 444-1973

Facsimile: (213) 457-3092

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of the Settlement Classes indicated above. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against CSS as specifically described below.

CSS has agreed to pay \$7,914,696.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Actions, including payments to Settlement Class members, attorneys’ fees and costs, settlement administration costs, the amount set aside as PAGA civil penalties, and Plaintiffs’ requested Service Awards.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$35,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Actions on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-

third of the Maximum Settlement Amount, which is estimated to be \$2,638,232.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$150,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Actions.

Plaintiffs' Class Representative Service Awards. Class Counsel will ask the Court to approve Service Awards of up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) for Plaintiffs' service to the Settlement Class. The requested Service Awards will be as follows: Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for Plaintiff Marcus Johnson; Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Plaintiff Lew Musselman; Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for Plaintiff Keira Williams; Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Natalie Cortez; and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Deloris Ward. The Plaintiffs' Class Representative Service Awards are in recognition of Plaintiffs' contributions to the Actions and their service to the Settlement Class members.

PAGA Payment to State of California and PAGA Group Members. The total amount designated for PAGA is \$300,000.00. Of that, \$225,000.00 will be paid to the Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$300,000.00 the parties have agreed to allocate to the settlement of Plaintiffs' claim on behalf of the Settlement Class members under the PAGA. The remaining \$75,000.00 will be payable to certain Settlement Class members ("PAGA Group Members") as the "PAGA Amount."

Calculation of Settlement Class members' Individual Settlement Payments.

- (i) Payments to all participating Settlement Class members: After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (defined below). The NSF is estimated to be approximately \$4,716,464.00 and will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate workweeks worked during the Class Periods, by multiplying the NSF by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked during the Class Periods, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Periods.
- (ii) PAGA Amount: In addition to the NSF, Seventy-Five Thousand Dollars and Zero Cents \$75,000.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Group Member, regardless of whether they submit a valid and timely Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the respective PAGA Periods, the numerator of which is the PAGA Group Member's gross number of pay periods worked during the applicable PAGA Periods, and the denominator of which is the total number of pay periods worked by all PAGA Group Members during the PAGA Periods.

Allocation and Taxes. For tax purposes, an Individual Settlement Payment from the NSF shall be treated as follows: one-third (1/3) of each Individual Settlement Payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; and two-thirds (2/3) of each Individual Settlement Payment shall be designated as non-wages, including penalties and interest. Any payment from the PAGA Amount will be classified as 100% penalties. The Settlement Administrator will be responsible for issuing to Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, CSS and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class

members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by the Settlement Class. Upon the effective date of the settlement as defined by the Parties' Agreement, and the complete funding of the Maximum Settlement Amount, Plaintiffs and every member of the Settlement Class (except those who timely Request for Exclusion) will fully release and discharge CSS and each of their present and former affiliates and all of their officers, directors, employees, agents, payroll processors, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (collectively the "Released Parties"), as follows:

Settlement Class members will release any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action, whether known or unknown, reasonably arising out of the same set of operative facts pleaded in the Actions, this includes but is not limited to alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked, failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide reporting time pay, failure to provide split shift premium pay, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the Class Period End Date. This Release shall include all claims and theories arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, the applicable Wage Orders, and applicable regulations, as well as claims under Business and Professions Code section 17200 et seq. based on alleged violations of the above Labor Code provisions in the Actions. (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Periods. The res judicata effect of the judgment will be the same as that of the Release.

Releases by the PAGA Group. Upon the effective date of the settlement as defined by the Parties' Agreement, and the complete funding of the Maximum Settlement Amount, the PAGA Group shall release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the operative facts in the Actions and LWDA Notices for the Actions dated June 3, 2019 and December 10, 2019 (LWDA-CM-701695-19), April 18, 2022 (LWDA-CM-879144-22), June 28, 2023 (LWDA-CM-965030-23) March 7, 2024 (LWDA-CM-1015396-24), and February 4, 2025 (LWDA-CM-1015396-24).

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment based on your proportionate number of workweeks worked during the Class Periods and the proportionate number of pay periods worked during the PAGA Periods, as stated in the enclosed Notice of Estimated Individual Settlement Payment. You will also be bound by the Settlement, including the release of claims stated herein.

If you are issued a Settlement check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any checks that are not cashed within 180 days shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Individual Settlement Payment. Your estimated Individual Settlement Payment is based on your number of proportionate workweeks worked during the Class Periods and the proportionate number of pay periods worked during the PAGA Periods. The information contained in CSS' records regarding each of these factors is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with what is contained in the Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting information and documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Payment. Any disputes, along with supporting information and documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments, and the Settlement Administrator's determination shall be binding upon the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address, and telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *DELORIS WARD, ET AL. V. HARRIGAN COLE ENTERPRISES, INC., ET AL.*, ACTION. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS ACTION."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no monetary benefits from the class action Settlement. However, all Settlement Class members who worked for CSS during the PAGA Periods, including those who submit a Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount for release of their PAGA claims as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Object to the Settlement. If you do not submit a Request for Exclusion, you also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your full name, current address, the name and address of any attorney representing you, the case name and number, each specific objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections should be submitted by mail to the Settlement Administrator and must be postmarked on or before <<RESPONSE DEADLINE>>.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. You need not file a written objection in order to appear at the Final Approval Hearing. Any attorney who intends to represent an individual objecting to the Settlement should file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Deloris Ward, et al. v. Horrigan Cole Enterprises, Inc. et al.*, Los Angeles County Superior Court Case No. 24STCV06626. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and costs, settlement administration costs, and Plaintiffs' Service Awards. The Final Approval Hearing may be postponed without further notice to the Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing unless you intend to object to the Settlement orally, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<https://www.ilymgroup.com/>).

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, CSS, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.

Reminder as to time limits

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT C

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

DELORIS WARD, ET AL. V. HORRIGAN COLE ENTERPRISES, INC., ET AL.
Los Angeles County Superior Court Case No. 24STCV06626

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator. **IF YOUR PERSONAL CONTACT INFORMATION HAS NOT CHANGED AND YOU DO NOT WISH TO DISPUTE THE ITEMS LISTED IN SECTION (III) BELOW, THEN DO NOT FILL OUT OR SUBMIT THIS FORM.**

(I) Please type or print your name:

(First, Middle, Last)

(II) If your contact information has changed, please type or print the following identifying information:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to the records of Defendants National Mentor Healthcare, LLC, Loyd's Liberty Homes, Inc., REM California, LLC, Cornerstone Living Skills, Inc., Unlimited Quest, Inc., Horrigan Cole Enterprises, Inc., First Step Independent Living Program, Inc., California Mentor Family Home Agency, LLC, Institute for Family Centered Services, Inc., National Mentor, LLC, Mentor Management, Inc., National Mentor Holdings, Inc., and National Mentor Holdings, LLC (collectively referred to as "CSS"):

- (a)** You worked _____ workweeks during the Class Periods identified in the accompanying "Notice of Pendency of Class Action and Proposed Settlement"; and
- (b)** You worked _____ pay periods during the PAGA Periods identified in the accompanying "Notice of Pendency of Class Action and Proposed Settlement."

Based on the above, your Individual Settlement Payment is estimated at \$ _____.

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting documentation with this Form:

If you dispute the above information garnered from CSS' records, CSS' records will control unless you are able to provide documentation that establishes otherwise. If there is a dispute about whether CSS' information or yours is accurate, and the dispute cannot be resolved informally by the Parties, the dispute will be resolved by the Settlement Administrator as described in the accompanying "Notice of Pendency of Class Action and Proposed Settlement."

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____