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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

DIANA RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

VISITING NURSE & HOSPICE CARE, an
unknown business entity; VISITING NURSE
& HOSPICE CARE OF SANTA
BARBARA, a California corporation; VNA
HEALTH, an unknown business entity;
PERSONAL CARE SERVICES, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV05104

Honorable Donna Geck
Department 4

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 6, 2026
Time: 10:00 a.m.
Department: 4

Complaint Filed: December 21, 2022
FAC Filed: February 6, 2025
Trial Date: None Set

1 This matter has come before the Honorable Donna Geck in Department 4 of the Superior
2 Court of the State of California, for the County of Santa Barbara, on February 6, 2026, at 10:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appeared as counsel for Plaintiff Diana Rodriguez ("Plaintiff"),
5 individually and on behalf of all others similarly situated and Mullen & Henzell LLP appears as
6 counsel for Defendant Visiting Nurse & Hospice Care of Santa Barbara ("Defendant" or "VNA").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement and
12 Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to
13 the Declaration of Tara Zabehe in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
15 within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
18 the Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
22 each other's respective positions. It further appears to the Court that the Settlement, at this time,
23 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
24 be presented by the further prosecution of the case. It further appears that the Settlement has been
25 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
26 entered into in good faith.

27 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative
3 Service Payment, Administration Costs, and the PAGA Payment provided thereby, appear to be
4 within the range of reasonableness of a settlement that could ultimately be given final approval by
5 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former non-exempt, hourly employees of VNA who worked in
22 California during the period from December 21, 2018 and the date of Preliminary
 Approval of the settlement.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Tara Zabehi
24 of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Diana Rodriguez as the Class
26 Representative.

27 9. The Court provisionally appoints Simpluris Inc., ("Simpluris") to handle the
28 administration of the Settlement ("Administrator").

1 10. Within 20 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: full name, last-known mailing address, Social Security number, Workweeks during the
4 Class Period, and PAGA Pay Periods (collectively referred to as the “Class Data”) in conformity
5 with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
8 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
9 appears to fully and accurately inform the Class Members of all material elements of the
10 Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
11 for Exclusion, of Class Members’ and Aggrieved Employee’s right to challenge the Workweeks
12 credited to each of them, and of each Settlement Class Member’s right and opportunity to object to
13 the Settlement. The Court further finds that distribution of the Class Notice substantially in the
14 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
15 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
16 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
17 Settlement Administrator to mail the Class Notice to all Class Members within 14 calendar days of
18 received the Class Data from Defendant, pursuant to the terms set forth in the Settlement
19 Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may
22 choose to be excluded from the Settlement by submitting a timely and valid Request for Exclusion,
23 by mail or email, no later than 45 calendar days from the initial mailing of the Class Notice
24 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
25 extended by 14 calendar days from the date of the Response Deadline. Any Class Member who
26 submits a Request for Exclusion from the Settlement will not be a Participating Class Member and
27 will not have any right to object, appeal, or comment on the Settlement, nor will they be bound by
28 the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the

Final Approval Order and Judgment entered thereon. Aggrieved Employees shall be bound to the
PAGA Released Claims irrespective of whether they exercise their option to opt out of the Class
Settlement.

13. A Final Approval Hearing shall be held before this Court on
_____ at _____ a.m./p.m. in
Department 4 of the Superior Court of California for the County of Santa Barbara, located at 1100
Anacapa Street, Santa Barbara, California 93101, to determine all necessary matters concerning
the Settlement, including: whether the proposed settlement of the action on the terms and
conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
approved by the Court; whether a judgment, as provided in the Settlement, should be entered
herein; whether the plan of allocation contained in the Settlement should be approved as fair,
adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether
to finally approve the requests for the Class Counsel Fees and Litigation Costs Payments, Class
Representative Service Payment, the PAGA Payment, and Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative
Service Payment, the PAGA Payment, and Administration Costs, along with the appropriate
declarations and supporting evidence, including the Administrator's declaration, by
_____, to be heard at the Final
Approval Hearing.

15. Only Class Members who do not request exclusion from the Settlement may object
to the Settlement by submitting a Notice of Objection to the Administrator prior to the Response
Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of
whether they submitted a written Notice of Objection. The Notice of Objection must be signed by
the Settlement Class Member and contain all information required by this Settlement Agreement.
A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
deemed to have waived any objections and will be foreclosed from making any objections
(whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

1 16. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Nor shall this Order constitute any finding, decision, or determination of fault,
4 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any document, statement, proceeding or conduct related to the
6 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
7 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
8 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
9 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
10 establish the existence of any condition constituting a violation of, or a non-compliance with state,
11 federal, local or other applicable law, except for legal proceedings concerning the implementation,
12 interpretation, or enforcement of the Settlement.

13 17. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated, and the Parties shall revert back to their respective positions as of before entering into the
17 Settlement Agreement.

18 18. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and any dates provided for in the Settlement Agreement without further notice to the
20 Class Members and Aggrieved Employees, and retains jurisdiction to consider all further
21 applications arising out of or connected with the Settlement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By:

The Honorable Donna Geck
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Rodriguez v. Visiting Nurse & Hospice Care of Santa Barbara, et al.
Santa Barbara County Superior Court Case No. 22CV05104

*The Superior Court for the State of California authorized this Class Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Visiting Nurse & Hospice Care of Santa Barbara (“Defendant” or “VNA”) for alleged wage and hour violations. The Action was filed by a former VNA employee Diana Rodriguez (“Plaintiff”) and seeks payment of back wages and other relief for a class of non-exempt, hourly employees (“Class Members”) who worked for VNA in California during the Class Period (December 21, 2018 through **the date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for VNA during the PAGA Period (September 6, 2022 through **the date of Preliminary Approval**) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring VNA to fund Individual Class Payments, and (2) a PAGA Settlement requiring VNA to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The proposed Settlement requires VNA to fund Individual Settlement Shares. Based on VNA’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be [INDIVIDUAL SETTLEMENT PAYMENT] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to VNA’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on VNA’s records showing that **you worked [CLASS WORKWEEKS] Workweeks** during the Class Period and **you worked [REDACTED] Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period, you can submit a dispute by **[Response Deadline]**. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires VNA to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against VNA.

**VNA WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE
WITH RESPECT TO THE PROPOSED SETTLEMENT.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Claims against VNA that are covered by this Settlement, as defined below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. VNA must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Dispute the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively, excluding weeks the employee was out of work on a leave of absence or other payroll weeks constituting time off work. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to VNA's records is stated on the first page of this Notice. If you disagree with this number, you must dispute it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former VNA employee. The Action accuses VNA of violating California labor laws regarding failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to pay wages upon termination, failure to pay wages timely during employment, failure to provide accurate, itemized wage statements, failure to keep complete or accurate payroll records, failure to reimburse business expenses, and violation of California Labor Code and California Business & Professions Code § 17200, et seq. based on the aforementioned. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”).

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Joanna Ghosh, Esq.
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VNA strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether VNA or Plaintiff is correct on the merits.

In the meantime, the Parties participated in a full-day mediation session, and as a result, the Parties reached a settlement, rather than continuing the expensive and time-consuming process of litigation. The Parties have since entered into the Class Action Settlement and Release Agreement (“Settlement” or “Settlement Agreement”). Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, VNA does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) VNA has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. VNA Will Pay \$699,999.00 as the Gross Settlement Amount (Gross Settlement). VNA has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, VNA will fund the Gross Settlement not more than fifteen (15) calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters

Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed (“Effective Date”).

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$279,999.60 (40% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Administration Costs in an amount not to exceed \$8,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and VNA are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and non-wage damages (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. VNA will separately pay the employer’s share of payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and VNA have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than [DATE] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [DATE]. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, address, telephone number, and the last four digits of the Social Security Number; and (d) clearly state that you do not wish to be included in the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against VNA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against VNA based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed or vacated. Plaintiff and VNA have agreed that, in either case, the Settlement will be void: VNA will not pay any money and Class Members will not release any claims against VNA.
8. Administrator. The Court has appointed a neutral company, Simpluris Inc. (the “Administrator”) to send this Class Notice, calculate and make payments, process Class Members’ Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members’ Release of Released Class Claims. After the Judgment is final and VNA has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against VNA or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action (“the Class Released Claims”). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 1174,

1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code section 17200, et seq., any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims involving any alleged (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods and associated premiums; (4) failure to provide compliant paid rest periods and associated premiums; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law based on the aforementioned claims. Except as set forth above with respect to Plaintiff, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and VNA has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Non-Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against VNA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal periods and associated premiums; (4) failure to provide compliant paid rest periods and associated premiums; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against

Defendant and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield your estimated Individual Settlement Share that you may be eligible to receive under the Settlement. Your estimated Individual Settlement Share is stated on the first page of this Class Notice. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share and will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. The Individual Settlement Share reflected in this Class Notice is only an estimate. The actual Individual Settlement Share may be higher or lower.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek Disputes. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in VNA’s records, are stated on the first page of this Class Notice. You have until **[DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by submitting a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action; (b) contains the your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than **[the Response Deadline]**. Section 9 of this Class Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept VNA’s calculation of Workweeks based on VNA’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and VNA’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE SETTLEMENT?

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; and (d) clearly state that you do not wish to be included in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Section 9 of the Class Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and VNA are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. You can view them on the Administrator's Website [Administrator URL] or the Court's website [Santa Barbara Superior Court URL].

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** A Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing you with respect to your objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, or in addition to a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 4 of the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors,

Class Counsel, and Defense Counsel before making a decision. You may attend (or hire a lawyer to attend) the Final Approval Hearing. Check the Court's website for the most current information on whether virtual appearances are permitted.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [Administrator URL] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything VNA and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Administrator]'s website at [Administrator URL].

You can also telephone Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.sbcourts.org/CASBCIVILPORTAL/Home/Dashboard/29> and entering the Case Number for the Action, Case No. 22CV05104. You can also personally review court documents in the Clerk's Office at the Courthouse.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Phone: (818) 265-1020

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.