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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA BARBARA**

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

16 Plaintiff,

17 vs.

18 VISITING NURSE & HOSPICE CARE, an
19 unknown business entity; VISITING NURSE &
20 HOSPICE CARE OF SANTA BARBARA, a
21 California corporation; VNA HEALTH, an
22 unknown business entity; PERSONAL CARE
23 SERVICES, an unknown business entity; and
24 DOES 1 through 100, inclusive,

25 Defendants.

Case No.: 22CV05104

Honorable Donna Geck
Department 4

CLASS ACTION

**DECLARATION OF ARRON WEISEL
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF ARRON WEISEL

I, ARRON WEISEL, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 415-2872. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Diana Rodriguez (“Plaintiff”), and Visiting Nurse & Hospice Care of Santa Barbara (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Diana Rodriguez v. Visiting Nurse & Hospice Care, et al.*, (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (g) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (h) mailing settlement checks, (i) providing counsel with weekly reports; and (j) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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NOTIFICATION TO THE CLASS

4. On February 26, 2026, Simpluris received the Court-approved *Notice of Class Action Settlement* (hereafter “Notice”). The Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Notice advised Class Members of applicable deadlines and other

1 events, including the Final Approval Hearing, and how Class Members could obtain additional
2 information.

3 5. On March 16, 2026, Defendant's Counsel provided Simpluris a List containing each
4 Class Member's and PAGA Employee's full names, last known mailing addresses, Social Security
5 Numbers, number of Workweeks during the Class Period as well as PAGA Period with Defendant
6 during the Class Period, and the number of Workweeks during December 21, 2018 through February
7 20, 2026 (collectively, "Class List"). The Class List contained data for six hundred thirty-five (635)
8 individuals.

9 6. The mailing addresses contained in the Class List were processed and updated utilizing
10 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The
11 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
12 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
13 would be utilized in connection with the mailing of the Notice. Simpluris was able to locate fifty-seven
14 (57) updated addresses using NCOA prior to the mailing of the Notice.

15 7. On March 30, 2026, the Notice was mailed to six hundred thirty-five (635) individuals
16 identified as Class Members, and of the six hundred thirty-five (635) Class Members, three hundred
17 forty-five (345) were identified as Aggrieved Employees. The Class List was mailed via First Class in
18 English. A copy of the Notice is attached hereto as **Exhibit A**.

19 8. A total of forty-seven (47) Notices were returned to Simpluris. If a Class Member's
20 Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris
21 performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a
22 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous
23 address to locate a current address. Through the advanced address searches, Simpluris was able to
24 locate two (2) updated addresses and Simpluris promptly mailed a Notice to those updated addresses.
25 There are forty-five (45) mailed Notices that remain undeliverable.
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REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

10. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class Settlement, or Workweeks Dispute was May 14, 2026 and the re-mailed Notice extended deadline was May 25, 2026.

10. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class Settlement, or Workweeks Dispute was May 14, 2026 and the re-mailed Notice extended deadline was May 25, 2026.

12. As of this date, Simpluris has not received any Objections to the Class Settlement from Class Members.

CLASS MEMBER AWARDS

14. As of this date, there are six hundred thirty-three (633) participating Settlement Class Members who will be paid their portion of the Net Settlement Fund. Of the six hundred thirty-three (633) participating Settlement Class Members, three hundred forty-five (345) are also Aggrieved Employees will also be paid out of the Employee PAGA Fund.

1 Penalties to the LWDA (\$11,250.00) individual PAGA Penalties awards (\$3,750.00) and the
2 Administration Costs (\$8,000.00) from the Gross Settlement Sum of \$699,999.00.

3 16. The *average estimated Individual Settlement Payment* is \$591.62, the *highest*
4 *estimated Individual Settlement Payment* is \$2,000.64, and the *lowest estimated Individual*
5 *Settlement Payment* is \$5.34.

6 17. As of this date, there are three hundred forty-five (345) PAGA Employees who will be
7 paid their portion of the individual PAGA Penalties Fund of \$3,750.00.

8 18. The *average estimated Individual PAGA Payment* is \$10.86, the *highest estimated*
9 *Individual PAGA Payment* is \$21.04, and the *lowest estimated Individual PAGA Payment* is \$0.23.

10 **ADMINISTRATION COSTS**

11 19. Simpluris' total costs for services in connection with the administration of this
12 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
13 \$8,000.00 Simpluris' work in connection with this matter will continue with the calculation of the
14 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
15 reporting on such payments.
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17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 1st day of June 2026, in Costa Mesa, California.

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21 ARRON WEISEL
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Exhibit A

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

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice Encoded»

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 February 20, 2026)); 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 February 20, 2026) (“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 «MERGED_ClassEstSettAmnt_CALC» (less withholding) and your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC»**. 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 «MERGED_WW_CALC» Workweeks** during the Class Period and **you worked «MERGED_PayPeriods_CALC» Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period, you can submit a dispute by **May 14, 2026**. 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.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is May 14, 2026	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 May 14, 2026	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 July 10, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 10, 2026. 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 May 14, 2026	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 May 14, 2026. 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").

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Tara Zabehe, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Phone: (818) 265-1020

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 **May 14, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **May 14, 2026**. 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 **May 14, 2026**, 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 **May 14, 2026**. 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 May 14, 2026, 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 www.Simpluris.com/case-search or the Court's website <https://portal.sbcourts.org/CASBCIVILPORTAL/Home/Dashboard/29>.

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 May 14, 2026.** 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 **July 10, 2026, at 10:00 a.m.** 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 www.Simpluris.com/case-search 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 Simpluris' website at www.Simpluris.com/case-search.

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.

Class Counsel:

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450 N Brand Boulevard, Suite 900

Glendale, California 91203

Phone: (818) 265-1020

Settlement Administrator:

Rodriguez v. Visiting Nurse & Hospice Care of Santa Barbara, et al.

c/o Settlement Administrator - 9294

P.O. Box 26170

Santa Ana, CA 92799

Telephone: (888) 369-3780

Email: casesupport@simpluris.com

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.