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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

**DECLARATION OF TARA ZABEHI
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action and PAGA
Settlement; Declaration of Proposed Class
Representative (Diana Rodriguez); and
[Proposed] Order filed concurrently
herewith]

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

Complaint Filed: December 21, 2021
FAC Filed: February 6, 2025
Trial Date: None Set

DECLARATION OF TARA ZABEHI

I, Tara Zabehe, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Diana Rodriguez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On December 21, 2022, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of Santa Barbara, thereby commencing the above-captioned lawsuit.

3. On February 22, 2023, Defendant Visiting Nurse & Hospice Care of Santa Barbara (“Defendant”) filed its Answer to Plaintiff’s Class Action Complaint for Damages.

4. On September 6, 2023, Plaintiff provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

5. On January 24, 2025, Plaintiff sought leave to file a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq. (“Operative Complaint”), adding a PAGA cause of action. The Court granted Plaintiff leave to file the proposed First Amended Complaint on January 28, 2025, and Plaintiff filed the First Amended Complaint on February 6, 2025.

THE PROPOSED SETTLEMENT

6. Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Class Action and PAGA Settlement and Release Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated, on the one hand, and Defendant, on the other hand (together, the “Parties”). The Parties and its counsel have approved the proposed Notice of Class Action Settlement (“Class

1 Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request
2 that the Court approve it as well.

3 7. The Settlement provides for a Gross Settlement Amount of \$699,999.00 to be paid
4 on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the
5 following amounts, subject to approval by the Court: Class Counsel Fees Payment of \$279,999.60,
6 Class Counsel Litigation Costs Payment not to exceed \$15,000.00, Class Representative Service
7 Payment to Plaintiff of \$7,500.00, Administration Costs to the Settlement Administrator not to
8 exceed \$8,000.00, and the PAGA Payment of \$15,000. Assuming that the amounts allocated under
9 the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that
10 will be available for distribution to Settlement Class Member is currently \$374,499.00. The Gross
11 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
12 there is no reversion to Defendant.

13 8. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees
14 in an amount of up to 40% of the Gross Settlement Amount (i.e., \$279,999.60) and expenses and
15 costs of not more than \$15,000.00, which will be paid out of the Gross Settlement Amount, subject
16 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
17 of litigation and will not receive any compensation until recovery is obtained. A description of the
18 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by
19 Class Counsel in this matter can be found in paragraphs 16 through 27, *infra*.

20 9. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as a
21 Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to
22 approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents
23 and past employment records and to provide the facts and evidence necessary to attempt to prove
24 the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to
25 obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff
26 to receive a Class Representative Service Payment, in addition to her individual settlement and
27 PAGA payment, for her services on behalf of the Class.

28 10. The Parties have agreed to retain Simpluris Inc., (“Settlement Administrator”) to

1 handle the notice and settlement administration process. The Parties respectfully request that the
2 Court appoint Simpluris Inc. to handle these procedures and serve as the Settlement Administrator.
3 Defendant will provide the Settlement Administrator with the Class Data, and the Settlement
4 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount
5 ("Individual Class Payment"). The Settlement Administrator will be responsible for printing,
6 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
7 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
8 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
9 declarations, transmitting funds representing uncashed checks after the void date to the California
10 Controller's Unclaimed Property Fund in the name of the each Class Member to whom the checks
11 were issued, and other duties and responsibilities set forth to process the Settlement, and as
12 requested by the Parties. Settlement Administration Costs are currently estimated not to exceed
13 \$8,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

14 11. Under the Settlement Agreement, Defendant is responsible for any employer-side
15 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
16 settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's
17 Individual Class Payment will be allocated 15% to wages and 85% to penalties and interest. The
18 Settlement Administrator will withhold the employee's share of taxes and withholdings with
19 respect to the wages portion of the Individual Class Payments.

20 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

21 12. **Ascertainability:** The proposed Class is defined as all current and former hourly-
22 paid or non-exempt employees of Defendant within the State of California employed at any time
23 during the Class Period, which is December 21, 2018 through the date of Preliminary Approval of
24 settlement.

25 13. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
26 approximately 548 individuals who worked an estimated total of 67,328 workweeks.

27 14. **Commonality:** Based on investigation and information discovered, Class Counsel
28 believes that there is sufficient evidence to support the allegations made in the lawsuit, including

1 the allegations that Defendant, with respect to Plaintiff and Class Members *inter alia*, failed to
2 properly pay overtime and minimum wages and associated premium pay, failed to provide
3 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
4 during employment and upon termination of employment, failed to provide compliant wage
5 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
6 expenses, and thereby engaged in unfair business practices. Plaintiff also asserted that Class
7 Members were expected to perform similar job duties and were subject to the same or similar
8 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that
9 Defendant's recordkeeping practices with respect to Plaintiff and Class Members were
10 substantially the same during the time period at issue. As a result of said alleged uniform practices,
11 Plaintiff claims that the Class Members were not paid all of the compensation that was owed to
12 them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
13 would be determined by Defendant's uniform operations and employment practices, policies, and
14 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
15 California during the relevant time period.

16 15. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
17 class action against her former employer. Plaintiff spent considerable time and effort to produce
18 relevant documents and past employment records and to provide the facts and evidence necessary
19 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and
20 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
21 adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to
22 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
23 challenge and risk of commencing and maintaining this action, and she has not yet received any
24 monetary benefit for her service to date. Plaintiff put her own interests aside and brought a publicly
25 filed lawsuit against an employer not just for her own benefit, but, instead, on behalf of other
26 hourly-paid employees.

27 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

28 16. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the

1 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
2 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
3 the attorney of record in well over a dozen employment-related putative class actions in both state
4 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
5 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
6 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
7 involving the executive, administrative, and other overtime exemptions to the State of California
8 and federal overtime compensation requirements. During a relatively short time, in association
9 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
10 thousands of individuals in California.

11 17. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
12 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
13 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
14 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
15 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
16 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
17 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
18 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
19 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
20 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
21 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
23 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
24 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
25 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
26 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
27 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
28 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,

1 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
2 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
3 involving the executive, administrative, and other overtime exemptions to the State of California
4 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
5 has successfully obtained class certification by contested motion practice in approximately sixteen
6 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

7 18. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
8 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
9 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
10 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
11 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
12 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
13 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
14 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
15 all courts of the State of California and all United States District Courts in the State of California.
16 He has worked on many wage-and-hour class action and representative action cases, taking the
17 lead in taking and defending depositions, arguing motions, and attending mediations. He has
18 played an integral role in preparing matters for class certification, including and not limited to,
19 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
20 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
21 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
22 No. RG13680477). Under his supervision, dozens of class action or representative action cases
23 have resulted in settlements that have been granted court approval. He has handled over one
24 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
25 action or representative action cases which have resulted in settlement.

26 19. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
27 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
28 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from

Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), New York (since 2013), all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and have handled this process in over five hundred (500) cases. Under Edwin Aiwazian, Arby Aiwazian, and her supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

20. I am an attorney duly licensed to practice before all courts of the State of California and I am an attorney at Lawyers for Justice, PC. In May of 2016, I graduated from Pepperdine University School of Law with a Juris Doctorate degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Certificate in Dispute Resolution program. In June of 2013, I obtained a Bachelor of Arts degree in History and graduated with college honors from University of California, Los Angeles. From

approximately August 2014 to approximately November 2014, I served as a Judicial Extern to the Honorable James Kaddo of the Los Angeles Superior Court. In 2017, I obtained a license to practice law from the California State Bar. Since 2017, I have worked at Lawyers for Justice, PC and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions. At Lawyers for Justice, PC, I have worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, attending mediations, and preparing for trial. I have played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Davis v. Superior Med Surgical, Inc.* (San Bernardino County Superior Court Case No. CIVDS1505744), *Tellez v. Harvest Container Co., Inc.* (Tulare County Superior Court Case No. VCU64528), *Vilitchai v. Ametek Programmable Power, Inc., et al.* (San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL), and *Sanchez, et al. v. Auto-Chor System of Washington, Inc.* (Los Angeles Superior Court Case No. BC707670). I have worked on over two hundred fifty (250) class action or representative action cases which have resulted in settlement.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

21. What follows are just a few examples of the type of results Lawyers for Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a

1 wage-and-hour class action against a national property management company involving
2 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
3 granted final approval of the class action settlement. The Los Angeles County Superior Court
4 Case Number is BC430918.

5 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action against a national retailer involving allegations of misclassification of
7 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
8 certification. On August 26, 2013, the court granted final approval of the class action settlement.
9 The Los Angeles County Superior Court Case Number is BC424012.

10 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a bank, involving allegations of
12 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
13 granted final approval of the class and PAGA representative action settlement. The Kern County
14 Superior Court Case Number is S-1500-CV-273194-LHB.

15 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 wage-and-hour class and PAGA representative action against a national wholesale distributor of
17 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
18 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
19 representative action settlement. The Sacramento County Superior Court Case Number is 34-
20 2012-00136285.

21 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class action against a multinational corporation that provides global workplace
23 solutions, involving allegations of misclassification of the “Operations Manager” position. On
24 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
25 County Superior Court Case Number is BC478769.

26 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national retailer of household
28 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted

1 final approval of the class and PAGA representative action settlement. The San Francisco County
2 Superior Court Case Number is CGC-13-532344.

3 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action involving allegations of misclassification of
5 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
6 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
7 the class and PAGA representative action settlement. The Los Angeles County Superior Court
8 Case Number is BC474784.

9 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of upscale
11 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
12 granted final approval of the class and PAGA representative action settlement. The Los Angeles
13 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
14 Coordination Proceeding Number is 4794.

15 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
17 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
18 settlement. The Los Angeles County Superior Court Case Number is BC488069.

19 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
21 involving allegations of misclassification of the “Department Manager” position. On August 12,
22 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
23 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
24 County Superior Court Case Number is RG13680477.

25 m) LFJ represented the plaintiff in a PAGA representative action against a real
26 estate and property management company, on behalf of non-exempt employees. On November 4,
27 2016, the court granted approval of the PAGA representative action settlement. The Orange
28 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employee. On November 18, 2016, the court granted final approval of the class and PAGA
4 representative action settlement. The San Francisco County Superior Court Case Number is CJC-
5 13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. Roberto Betancourt v. Prudential Overall Supply (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

27 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a lumber and hardware company on

1 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Orange County Superior Court Case Number is
3 30-2014-00747750-CU-OE-CXC.

4 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
5 representative action against a property management company, on behalf of non-exempt
6 employees. On June 14, 2017, the court granted final approval of the class and PAGA
7 representative action settlement. The Los Angeles County Superior Court Case Number is
8 BC586234.

9 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
10 representative action against a food company on behalf of non-exempt employees. On June 30,
11 2017, the court granted final approval of the class and PAGA representative action settlement. The
12 Sacramento County Superior Court Case Number is 34-2015-00175871.

13 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
14 representative action against a chocolate company on behalf of non-exempt employees. On July
15 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
16 The Alameda County Superior Court Case Number is RG15764300.

17 w) LFJ firm represented the plaintiff in a PAGA representative action, against
18 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
19 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
20 Los Angeles County Superior Court Case Number is BC569664.

21 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a manufacturer of plastic containers on behalf of non-exempt
23 employees. On October 31, 2017, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC577233.

26 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
28 employees. On December 11, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC569646.

3 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a property management company on
5 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
6 approval of the class and PAGA representative action settlement. The Los Angeles County
7 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
8 Number is 4819.

9 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a global provider of flexible office
11 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case Number is
13 BC498401.

14 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
16 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
17 County Superior Court Case Number is VCU264528.

18 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a behavioral health service provider on behalf of non-exempt
20 employees. On November 13, 2018, the court granted final approval of the class and PAGA
21 representative action settlement. The Alameda County Superior Court Case Number is
22 RG16811450.

23 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 PAGA representative action against a global provider of products and services to the energy
25 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
26 granted approval of the PAGA representative action settlement. The Kern County Superior Court
27 Case Number is S-1500-CV-280215-SDC.

28 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a

1 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
2 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
3 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
4 Council Coordination Proceeding Number is 4886.

5 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
7 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
8 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
9 and the Judicial Council Coordination Proceeding Number is 4921.

10 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of apparel and
12 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
13 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
14 court granted final approval of the class and PAGA representative action settlement. The
15 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

16 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
17 wage-and-hour class and PAGA representative action against a medical equipment supplier on
18 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
19 for class certification and certified a class. The San Bernardino County Superior Court Case
20 Number is CIVDS1505744.

21 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
22 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
23 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
24 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
25 ZB, N.A. v. Superior Court (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
26 approval of the PAGA representative action settlement. The San Diego County Superior Court
27 Case Number is 37-2016-00005578-CU-OE-CTL.

28 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a

1 wage-and-hour class and PAGA representative action against a large national drug testing
2 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
3 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
4 granted final approval of the class and PAGA representative action settlement. The San Diego
5 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

6 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
8 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
9 court granted in part the plaintiff's motion for class certification and certified a class. The
10 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
11 Judicial Council Coordination Proceeding Number is 4930.

12 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a plastic packaging company on
14 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
15 for class certification and certified a class. On November 8, 2021, the court granted approval of
16 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA
17 settlement and entered an order dismissing the action. The San Bernardino County Superior Court
18 Case Number is CIVDS1507361.

19 mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. On August 27, 2021, the court granted final approval of
23 the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
24 00025968-CU-OE-CTL.

25 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
26 nutritional products manufacturer on behalf of non-exempt production line employees. On
27 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
28 certified a class. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

qq) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

22. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, and Aggrieved Employees recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

23. Class Counsel has litigated the case for over 3 years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Henry Bongiovi, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties

1 exchanged extensive information and engaged in discussions regarding its evaluations of the case
2 and various aspects of the case, including but not limited to, the risks and delays of further
3 litigation, the law relating to off-the-clock theory, regular rate, rounding, meal and rest periods,
4 and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and
5 the possibility of appeals, among other things. During all settlement discussions, the Parties
6 conducted its negotiations at arm's length in an adversarial position. Arriving at a settlement that
7 was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability
8 to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail
9 at trial. After conducting investigations, formal and informal discovery, exchange of information,
10 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
11 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
12 principal claims, as well as the costs and risks to both sides that would attend further litigation. The
13 Settlement is a fair, reasonable, and adequate resolution of the Released Class and PAGA Claims
14 of Plaintiff, Participating Class Members, Aggrieved Employees, and Released Parties.

15 24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
16 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
17 conducted significant investigation and formal and informal discovery regarding the facts of the
18 case, including and not limited to, the exchange, review, and analysis of thousands of pages of
19 documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data
20 and documents that Class Counsel reviewed and analyzed included and was not limited to:
21 Plaintiff's employment records, a detailed sampling of Plaintiff's and other Class Members' time
22 data and pay records, Defendant's Employee Handbook, internal memoranda, new hire orientation
23 checklists, job descriptions, company policy acknowledgements (including but not limited to
24 Employee Handbook Acknowledgment and Acknowledgment of Receipt of Policies), forms
25 (including but not limited to Application for Employment, Employee Change of Status, and New
26 Employee Handout), procedures, and policies (including but not limited to At-Will Employment
27 Agreement and Non-Harassment Policy), among other information and documents. Class Counsel
28 had the opportunity to interview Plaintiff to gather facts and to identify potential witnesses.

1 Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to
2 the pleadings, and the production of documents and data prior to the mediation. Class Counsel
3 drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings,
4 settlement negotiations, and the mediation, among other tasks.

5 25. Counsel for the Parties have also invested time researching and investigating the
6 applicable law, which is constantly evolving as it relates to certification, representative PAGA
7 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
8 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts
9 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
10 and reasonable.

11 26. Class Counsel is aware of the defenses and position of Defendant, but believes that
12 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
13 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
14 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens
15 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
16 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
17 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
18 who is experienced and well-regarded in complex labor and employment matters.

19 27. Defendant, on the other hand, denied and continue to deny any liability and
20 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this
21 lawsuit is appropriate for class treatment for any purpose other than this Settlement. Defendant
22 believe that they would ultimately succeed in the matter. Both sides have also had the opportunity
23 to interview witnesses and review documents and information relating to Plaintiff's and Class
24 Members' employment with Defendant, and Defendant's operations and employment policies,
25 practices, and procedures. The Parties also reviewed and analyzed thousands of pages of
26 documents and data to determine the potential value and strength of the claims. The available
27 information enabled Class Counsel to assess and value the claims and prepare violation, damages,
28 and analyses models. Accordingly, counsel for the Parties have conducted adequate investigation

1 and discovery to be sufficiently informed of the nature and extent of the claims, and to enable both
2 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
3 Settlement takes into account the strengths and weaknesses of each side's position and the
4 uncertainty of how the case might have concluded at trial and/or appeals.

5 **ESTIMATE OF THE VALUE OF THE CLAIMS**

6 28. Plaintiff's action alleges that Defendant has violated the California Labor Code and
7 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
8 scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to
9 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
10 periods and associated premium pay, failing to timely pay wages during employment, failing to
11 timely pay wages upon termination and associated waiting-time penalties, failing to provide
12 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
13 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
14 constitutes unfair business

15 29. practices (under the California Business and Professions Code ("UCL")).

16 30. Based on data provided by Defendant and extrapolated by Plaintiff, the total
17 number of Class Members during the period from December 21, 2018 to August 31, 2025
18 ("relevant time period") was estimated to be approximately 548 individuals who worked an
19 estimated total of 67,328 workweeks with an average hourly rate of pay of \$35.00.

20 31. Plaintiff contended that Defendant required Class Members to perform work before
21 clocking-in and after clocking-out of its scheduled shifts and during meal and rest periods. Plaintiff
22 contended that Defendant discouraged the recordation of overtime hours and required Class
23 Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-
24 discretionary bonuses and incentives in the calculation of the regular rate when paying overtime
25 wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened,
26 and/or interrupted, that Class Members were required to remain on premises during rest breaks,
27 readily available to assist with work tasks, and that Defendant failed to properly pay premiums for
28 all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant

1 intentionally and willfully failed to pay Plaintiff and Class Members all wages due to them while
2 they were employed by Defendant, within the time period permissible under California law, and
3 that Defendant failed to pay all wages due upon termination, within the time period permissible
4 under California law, thereby triggering waiting-time penalties under California Labor Code
5 section 203. Plaintiff contended that, based on the violations described herein, the wage statements
6 provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally,
7 Plaintiff contended that Defendant failed to reimburse Plaintiff and the other Class Members for
8 necessary business expenses, including the costs associated with the usage of personal cell phones.

9 32. Class Counsel considered Defendant's arguments, e.g., that the employer's
10 practices, policies, and procedures complied with the law, that Defendant paid Class Members and
11 Aggrieved Employees over the California minimum wage for all hours worked, that Defendant
12 correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due
13 because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the
14 time of termination or resignation, that Plaintiff and Class Members suffered no actual injury from
15 the alleged wage statement violations and that this alleged violation and the alleged recordkeeping
16 violation are entirely derivative of the other causes of action, and that a policy and practice of
17 reimbursing employees for necessary business-related expenses exists. Class Counsel also
18 considered the likelihood of Plaintiff's success in establishing that any of provisions of the
19 California Labor Code, on which the civil penalties under the UCL claim are predicated, were
20 violated and that such violations were injurious and/or warranted imposition of civil penalties.
21 Class Counsel also considered that it could be determined that individual liability issues
22 predominate (e.g., due to purported variation in shifts, locations, job duties, and other
23 circumstances which could raise individualized questions of fact) and could pose challenges to
24 certification and the merits of Plaintiff's claims.

25 33. Class Counsel considered information, data, and documents obtained from Plaintiff,
26 Defendant, and other sources, and created violation, damages, and penalties valuations and models
27 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the
28 claims. However, the potential value of each claim assumed an exposure based on the above-

captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide), despite risks associated with obtaining and maintaining certification, risks to establishing liability and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability and damages in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$3,534,710.55 (67,328 workweeks x 1 hours of unpaid overtime wages x overtime hourly rate of \$52.50, which is based on the average hourly rate of \$35.00). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,237,148.69), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$371,144.61), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$55,671.69).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$2,356,473.70 (67,328 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$35.00). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$824,765.79, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$247,429.74), and a discount of

85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$37,114.46).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$4,712,947.40 (67,328 workweeks x 2 meal period premium x average hourly rate of \$35.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,885,178.96), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$659,812.64), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$98,971.90).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$4,712,947.40 (67,328 workweeks x 2 rest period premiums x average hourly rate of \$35.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,885,178.96), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$565,553.69), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$113,110.74).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 265 Class Members had been terminated during the three-year

statute of limitations (i.e., from December 21, 2019). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$2,226,000.00 collectively (265 individuals x [30 days x hourly rate of \$35.00 x 8 hours]), or approximately \$8,400.00 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$779,100.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$223,730.00), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$35,059.50).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$1,893,172.88 ([474 initial violations x \$50 statutory penalty] + [18,695 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$662,610.51), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$231,913.68), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$34,787.05).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$134,655.64 (67,328 workweeks x \$2.00 unreimbursed business expenses). At this juncture, a discount of 75% was applied to account for

the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$33,663.91), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$8,415.98), and a discount of 98% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$1,262.40).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$745,986.77 (383 aggrieved employees estimated to have worked during one-year statutory period x \$1,950 civil penalties). At this juncture, a discount of 70% was applied to account for the risks associated with PAGA manageability (bringing the value of this claim closer to \$223,796.03), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$55,949.01), and a discount of 75% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$13,987.25).

k. Total Value: The potential total value of this case is \$19,570,907.57. After discounting for the risks associated with obtaining and maintaining class certification and PAGA manageability, the potential total value is closer to \$7,307,646.82. After discounting for the risks associated with succeeding on the merits and establishing liability, the potential total value is closer to \$2,318,000.33. After discounting for the risks associated with proving the extent of damages and obtaining an award thereof, the total potential value is closer to \$375,977.73.

34. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those

1 allegations and causes of action, and legal and factual arguments and circumstances which pose
2 challenges to certification, merits, and monetary recovery. The conclusion to be drawn from the
3 foregoing analysis is that neither class certification, liability, nor the ability to recover monetary
4 relief on a class-wide is clear-cut, which is why the Parties elected to settle this matter. Class
5 Counsel also recognized that additional discounts could be made to the risk-adjusted value to
6 account for the costs and expenses associated with further litigation and the present value of
7 obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the
8 future after further litigation. Class Counsel recognized the circumstances and realities of the case,
9 applicable case law and regulations, and risks to recovery and applied appropriate discounts.

10 35. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
11 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits
12 that the Settlement is within an acceptable range of recovery for this type of litigation given the
13 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
14 and risks associated with class certification, trial, and/or appeals.

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

17 Executed on this 11th day of September 2025, at Glendale, California.

18 

19 _____
Tara Zabehe

EXHIBIT 1



September 6, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: VISITING NURSE & HOSPICE CARE; VISITING NURSE & HOSPICE
CARE OF SANTA BARBARA; VNA HEALTH; PERSONAL CARE
SERVICES.**

Dear Representative:

We have been retained to represent Diana Rodriguez against Visiting Nurse & Hospice Care, Visiting Nurse & Hospice Care of Santa Barbara, VNA Health, Personal Care Services (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as ("Visiting Nurse")) for violations of California wage-and-hour laws. Ms. Rodriguez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Rodriguez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Visiting Nurse employed Ms. Rodriguez as an hourly-paid, non-exempt employee in the State of California. Ms. Rodriguez is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by Visiting Nurse and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Rodriguez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Visiting Nurse has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

Visiting Nurse required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Visiting Nurse rounded the work time recorded

by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Visiting Nurse over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Rodriguez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Rodriguez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Visiting Nurse required Ms. Rodriguez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Visiting Nurse also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Visiting Nurse failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Visiting Nurse failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Visiting Nurse did not provide Ms. Rodriguez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Visiting Nurse were in

violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Rodriguez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Rodriguez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Visiting Nurse failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Rodriguez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Visiting Nurse did not provide Ms. Rodriguez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Visiting Nurse failed to pay Ms. Rodriguez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Rodriguez and the other aggrieved

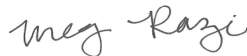
employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Visiting Nurse failed to pay Ms. Rodriguez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Rodriguez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Rodriguez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Visiting Nurse.

Therefore, on behalf of all aggrieved employees, Ms. Rodriguez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Meg Razi, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Visiting Nurse & Hospice Care
Visiting Nurse & Hospice Care of Santa Barbara
VNA Health
Personal Care Services
c/o Paul Wilcox
Rafael Gonzalez
Christina Behrman
MULLEN & HENZELL, LLP
Attorneys
112 E. Victoria Street
Santa Barbara, California 93101

EXHIBIT 2

Rodriguez v. Visiting Nurse & Hospice Care of Santa Barbara
Santa Barbara County Superior Court Case No. 22CV05104
Class Action and PAGA Settlement and Release Agreement

This Class Action and PAGA Settlement and Release Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Diana Rodriguez (“Plaintiff”) and Defendant Visiting Nurse & Hospice Care of Santa Barbara (“VNA” or “Defendant”). The Agreement refers to Plaintiff and VNA collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means Plaintiff’s class action lawsuit alleging wage and hour violations against VNA, captioned *Diana Rodriguez v. Visiting Nurse & Hospice Care, et al.*, initiated on December 21, 2022, and pending in the Superior Court of the State of California, County of Santa Barbara, Case No. 22CV05104.
- 1.2. “Administrator” means Simpluris Inc., the neutral entity the Parties have agreed to appoint to administer the Gross Settlement Amount, as defined below, and all related matters. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.
- 1.3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and costs incurred in the execution of its duties under this Settlement, in accordance with the Administrator’s “not to exceed” bid submitted to the Parties and approval by the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly employees of VNA who worked in California during the PAGA Period.
- 1.5. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Tara Zabehi of Lawyers for Justice, PC.
- 1.6. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees in connection with Class Counsel’s litigation and resolution of the Action.
- 1.7. “Class Counsel Litigation Costs Payment” means the amount allocated to Class Counsel for reimbursement of all actual costs incurred and to be incurred by Class Counsel in this Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9. “Class Member(s)” or “Class” means all current and former non-exempt, hourly employees of VNA who worked in California during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ most current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address

(“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, informing Class Members of the following: the nature of the Action; a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval Hearing; information regarding the procedure for opting out of the Settlement; the number of Workweeks credited to each Class Member and the procedure for disputing the number of Workweeks credited; and the estimated Individual Settlement Share for the Class Member. The Class Notice will be mailed to Class Members in the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from December 21, 2018, through the date of Preliminary Approval.
- 1.13. “Class Representative” means Plaintiff Diana Rodriguez.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative in the amount of up to Seven Thousand and Five Hundred dollars (\$7,500.00) subject to Court approval, for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Santa Barbara.
- 1.16. “Defendant” or “VNA” means Visiting Nurse & Hospice Care of Santa Barbara.
- 1.17. “Defense Counsel” means Paul Wilcox, Rafael Gonzalez and Christina Behrman of Mullen & Henzell LLP.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (a) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (b) the Court has granted Preliminary Approval of the Settlement; (c) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Settlement or opt out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (e) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.21. “Gross Settlement Amount” means six hundred ninety-nine thousand nine hundred ninety-nine dollars and zero cents (\$699,999.00), which is the total amount VNA agrees to pay under the Settlement in full resolution of all Released Class Claims and the Action.

The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Service Payment, Administration Costs, and the employee's share of employment and payroll taxes (but excluding employer's share of payroll taxes for the Wage Portion of the Net Settlement Amount as described Paragraph 4.2.4.3, which will be paid by VNA separately).

- 1.22. "Individual Class Payment" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share, as provided in Paragraph 4.2.4.3 herein.
- 1.23. "Individual Class Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Settlement, to be calculated in accordance with Paragraph 4.2.4 herein, which is inclusive of employee's share of taxes and withholdings with respect to the Wages Portion of the Settlement.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Order Granting Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Costs. The remainder is to be distributed to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "Notice of Objection" means a Class Member's written objection to the Settlement, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her 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 the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Notices of Objection must be submitted by mail or email to the Administrator at the specified address, postmarked on or before the Response Deadline.
- 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for VNA for at least one day during the PAGA Period, excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.

- 1.32. "PAGA Period" means the period from September 6, 2022 through the date of Preliminary Approval.
- 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. "PAGA Notice" means Plaintiff's September 6, 2023 letter to California Labor & Workforce Development Agency providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the total amount of \$15,000, allocated 25% to the Aggrieved Employees (\$3,750) and 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiff" means Diana Rodriguez.
- 1.38. "Preliminary Approval" means entry of the Court's Preliminary Approval Order.
- 1.39. "Preliminary Approval Order" means the Order Granting Preliminary Approval of Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.42. "Released Parties" means Visiting Nurse & Hospice Care of Santa Barbara and its former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.
- 1.43. "Request for Exclusion" means a Class Member's timely and valid submission of a written request to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement, and (e) be submitted in accordance with section 8.4.
- 1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator's initial mailing of the Class Notice to Class Members, and shall be the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to him or her. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline.
- 1.45. "Workweeks" means any week in which a Class Member worked at least one (1) calendar day for VNA as a non-exempt, hourly employee in California during the Class Period,

excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work.

2. RECITALS

- 2.1 On December 21, 2022, Plaintiff commenced this Action by filing a Class Action Complaint for Damages, Case No. 22CV05104 in Santa Barbara County Superior Court, alleging causes of action against Visiting Nurse & Hospice Care of Santa Barbara, Visiting Nurse & Hospice Care, VNA Health, and Personal Care Services for 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 violations of California Business & Professions Code § 17200, et seq. On February 6, 2025, Plaintiff filed a First Amended Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, et seq. adding a cause of action for violation of California Labor Code §§ 2698, et seq. (California Private Attorneys General Act of 2004) (“Operative Complaint”). Defendants claim that Visiting Nurse & Hospice Care, VNA Health are d/b/a’s of Visiting Nurse & Hospice Care of Santa Barbara and that Personal Care Services was erroneously sued. VNA denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 On March 22, 2024, the Parties participated in an all-day mediation presided over by Henry Bongiovi, Esq. (“Mediator”), a respected mediator of complex wage and hour actions, whose continued assistance with settlement negotiations led to this Agreement to settle the Action. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of VNA’s potential liability and exposure in relation to the costs and risks associated with continued litigation.
- 2.3 Prior to mediation, Class Counsel obtained, through informal discovery, a sampling of time and payroll records and pertinent written policies. Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of the documents and data, and has diligently pursued an investigation of the class claims against VNA. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with VNA for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, the class not being certified, uncertainty associated with continued litigation, and the various defenses asserted by VNA. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). Any disputes that may arise between the Parties in connection with effectuating the Settlement will be mediated through the Mediator.
- 2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff provided written notice to VNA and the LWDA by sending the PAGA Notice. Plaintiff amended the Class Action Complaint for Damages to add a claim for civil penalties pursuant to the PAGA (“Operative Complaint”).
- 2.5 The Court has not granted class certification.

- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7 The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by VNA. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions in the Action, as of the date on which the Settlement was reached. Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and VNA will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action.
- 2.8 The Parties stipulate to the certification of the Class for purposes of settlement only.
- 2.9 The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, or if judgment thereon not become final, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context in this or any other proceeding.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, while VNA denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval and after the Court has ordered the entry of judgment, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

4. MONETARY TERMS.

- 4.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 9.1, and 9.2 below, VNA promises to pay six hundred ninety nine thousand nine hundred ninety nine dollars and zero (\$699,999.00) and no more as the Gross Settlement Amount in consideration for the releases as described herein, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. VNA has no obligation to pay the Gross Settlement Amount or any employer payroll taxes prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to VNA.
- 4.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 4.2.1 To Plaintiff: Class Representative Service Payment to the Plaintiff of not more than seven thousand and five hundred dollars and zero cents (\$7,500.00) to be paid from the Gross Settlement Amount in addition to any Individual Class Payment and any Individual PAGA Payment that she is entitled to receive as a Participating Class Member. VNA will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Costs Payment, Plaintiff will seek Court approval for any Class Representative Service Payments concurrently or combined with the filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Plaintiff's Motion for Final Approval of Class Action Settlement. If the Court approves a Class Representative Service Payment less than the amount requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 4.2.2 To Class Counsel: Class Counsel shall seek, and VNA will not oppose, attorneys' fees of not more than forty percent (40%), or two hundred seventy nine thousand nine hundred and ninety nine dollars and sixty cents (\$279,999.60), plus actual and reasonable costs and expenses of not more than fifteen thousand dollars and zero cents (\$15,000.00), to be paid from the Gross Settlement Amount, subject to approval by the Court. This amount set forth above will cover all fees and costs incurred to date in the Action, and all work to be performed and all fees and costs to be incurred in connection with obtaining the Court's approval of this Settlement. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Costs Payment less than the amounts requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Costs Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Costs Payment and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 4.2.3 To the Administrator: The Administrator shall be Simpluris Inc. (i.e., Administrator). The Administrator shall administer the Settlement, which includes but is not limited to, distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any Notices of Objection, Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Administrator, estimated to be no more than eight thousand dollars (\$8,000.00), will be paid from the Gross Settlement Amount, subject to Court approval. To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be paid from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members.

4.2.4 Calculation of Individual Settlement Shares to Each Participating Class Member:

- 4.2.4.1 After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.
- 4.2.4.2 After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
- 4.2.4.3 Tax Allocation of Individual Settlement Shares. Fifteen percent (15%) of each Participating Class Member’s Individual Settlement Share will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Eighty-five percent (85%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for disputed penalties, interest, and non-wage damages (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Class Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer’s share of taxes and contributions on the Wage Portion of Individual Settlement Shares will be paid separately and in addition to the Gross Settlement Amount. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Neither Plaintiff, Class Counsel, VNA, nor Defense Counsel are providing any advice regarding taxes or taxability.
- 4.2.4.4 Effect of Non-Participating Class Members on Calculation of Individual Settlement Shares. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Settlement Shares in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 4.2.4.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - 4.2.4.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1 Class Data. Not later than twenty (20) calendar days after the Court grants Preliminary Approval of the Settlement, VNA will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. VNA has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which VNA must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 5.2 Funding of Gross Settlement Amount. VNA shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay VNA's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) calendar days after the Effective Date.
- 5.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after VNA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 5.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed within one hundred and eighty (180) calendar days. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 5.3.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members whose checks are returned as undelivered, without a forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address

provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, as requested by the Participating Class Member prior to the void date.

- 5.3.3 For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check remains uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.3.4 The Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Class Payment checks. Participating Class Members whose Individual Class Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.
- 5.3.5 The payment of Individual Class Payments shall not obligate VNA to confer any additional benefits or make any additional payments to Participating Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Upon the Effective Date, Plaintiff, Class Members, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined above) as follows:

- 6.1 Plaintiff's Released Claims. Plaintiff fully releases the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence that occurred during the Class Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice. ("Plaintiff's Released Claims") Plaintiff's Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
- 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Included in Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**

OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 6.2 Release by Participating Class Members: 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.
- 6.3 Release by Aggrieved Employees and the State of California: 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 VNA 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.

- 6.4 Preclusive Effect of Settlement Agreement: Upon the Effective Date and full funding of the Gross Settlement Amount, the terms of this Settlement Agreement and the Judgment are and shall be binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and on the State of California, and the terms of this Settlement Agreement and the Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Class Released Claims or PAGA Released Claims as set forth in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Judgment in the Action may be filed in any action against or by VNA or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Counsel agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”), subject to the approval of Defense Counsel, which shall not be unreasonably withheld.

- 7.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for approval all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; and (ii) draft proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement.
- 7.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval promptly after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; timely transmission to the LWDA of all necessary PAGA documents, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator. Class Counsel agrees not to finalize or file any Motion for Preliminary Approval papers until Defense Counsel has approved those papers (approval of which will not be unreasonably withheld).
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.3 Notice to Class Members.
 - 8.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
 - 8.3.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit “A”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 8.3.3 No later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 8.3.4 The Response Deadlines for Class Members’ written Notices of Objection, disputes to Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the initial forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 8.3.5 If the Administrator, VNA, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later

than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.4 Requests for Exclusion (Opt-Outs).

8.4.1 Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address and telephone number, and the last four digits of his or her Social Security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

8.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The 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 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, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.5 Disputes Regarding Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator's initial mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to dispute the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member, as reflected in their respective Class Notices. The Class Member may challenge the allocation by submitting a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than the Response Deadline. In the absence of

any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly, and no later than ten (10) calendar days of receipt of the Workweeks Dispute, provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

8.6 Objections to Settlement.

8.6.1 Only Participating Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Class Representative Service Payment.

8.6.2 Participating Class Members may submit a Notice of Objection to the Administrator, by email or mail. In the alternative or in addition to a written Notice of Objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court at his or her own expense) to present verbal objections at the Final Approval Hearing. However, any attorney who will represent an objector must file a notice of appearance with the Court and serve Class Counsel and Defendant's counsel. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than the Response Deadline.

8.6.3 Non-Participating Class Members have no right to object to any of the components of the Settlement.

8.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, Class Counsel Litigation Costs Payment and Class Representative Service Payment, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

8.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 8.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Notices of Objection received, Workweeks and/or Pay Periods Disputes received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion, Notices of Objection, and Workweeks Disputes received.
- 8.7.4 Workweeks Disputes. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.7.5 Administrator's Declaration. No later than seven (7) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Notices of Objection, the number of Workweeks Disputes, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 8.7.6 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. NULLIFICATION OF THE SETTLEMENT

- 9.1 If (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter Judgment of the Action, or (c) the approval of the Settlement Agreement and Judgment is reversed, modified or declared or rendered void, or (d) VNA nullifies the Stipulation pursuant to section 9.2, below, then the Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may

and will attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.

- 9.2 **VNA'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, VNA may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if VNA withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, VNA will remain responsible for paying all Administration Costs incurred to that point. VNA must notify Class Counsel and the Court in writing of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections deemed void will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), and a [Proposed] Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties shall agree on the [Proposed] Final Approval Order and Judgment before submission to the Court.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or

appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If any reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by VNA that any of the allegations in the Operative Complaint have merit or that VNA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that VNA's defenses in the Action have merit. To the contrary, VNA expressly denies any and all liability. The Parties agree that class certification is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, VNA reserves the right to contest certification of any class for any reasons, and VNA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest VNA's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 No Publicity. Class Counsel shall not issue any press release related to this Settlement and shall not advertise this settlement on their respective websites in any manner that identifies any of the parties by name, the case number, or geographic location of the VNA's place of business. Class Counsel shall not otherwise advertise or have any other public communication about this settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, VNA and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any

person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, VNA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of 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.
- 12.5 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.
- 12.6 Cooperation. The Parties and their counsel will reasonably 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 and/or the Court for resolution.
- 12.7 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.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, VNA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.11 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.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by VNA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.15 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.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Arby Aiwarzian
Joanna Ghosh
Tara Zabehe
Lawyers *for* Justice, PC
450 N Brand Boulevard, Suite 900
Glendale, California 91203
arby@calljustice.com
joanna@calljustice.com
tara@calljustice.com

To VNA:

Paul Wilcox
Rafael Gonzalez
Christina Behrman
Mullen & Henzell, L.L.P.
112 E. Victoria Street
Santa Barbara, California 93101
pwilcox@mullenlaw.com

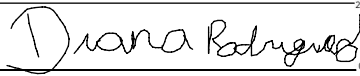
rgonzalez@mullenlaw.com
cbehrman@mullenlaw.com

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

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

PLAINTIFF DIANA RODRIGUEZ

DATED: April 16, 2025

Electronically Signed  2025-04-16 19:28:32 UTC - 149.111.204.50
Nintex AssureSign® 0bd7bcb7-88e9-4a4b-880b-b2b6013126ae

Diana Rodriguez, Plaintiff

DATED: April 25, 2025

**DEFENDANT VISITING NURSE & HOSPICE
CARE OF SANTA BARBARA**

By: 

Kieran Shah

Its Chief Executive Officer

On behalf of Visiting Nurse & Hospice Care of
Santa Barbara

APPROVED AS TO FORM:

Dated: April 17, 2025

LAWYERS for JUSTICE, PC



Arby Aiwanian

Joanna Ghosh

Tara Zabehi

Attorneys for Plaintiffs and
Proposed Class Counsel

MULLEN & HENZELL, L.L.P.

Dated: April 25, 2025



Paul Wilcox

Rafael Gonzalez

Christina Behrman

Attorneys for Defendant Visiting Nurse & Hospice
Care of Santa Barbara

EXHIBIT A

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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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.

Class Counsel:

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Glendale, California 91203
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.