DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

FRONTIER LAW CENTER
Adam Rose (State Bar No. 210880)
adam@frontierlawcenter.com
Theodore Tang (State Bar No. 313294)
theodore@frontierlawcenter.com
Manny Starr (State Bar No. 319778)
manny@frontierlawcenter.com
23901 Calabasas Road, #2074
Calabasas, California 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

VERONICA CORREIA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. OMNI FAMILY HEALTH, a California non-profit corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. BCV-24-100740 **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE § 2698 ET SEQ.** Date: November 10, 2026 Time: 8:30 a.m. Dept: 17 Complaint Filed: March 1, 2024 Trial Date: None

I, Kristen M. Agnew, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts in the State of California. I am an attorney with Diversity Law Group, P.C., counsel of record for Plaintiff Veronica Correia ("Plaintiff") and one of the primary attorneys on this matter. Based on my personal knowledge, I assert the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

PROCEDURAL HISTORY OF THE ACTION

3. On October 26, 2023, Plaintiff Veronica Correa ("Plaintiff") submitted written notice to the LWDA and Defendant Omni Family Health ("Defendant" or "Omni") alleging that Defendant violated Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code section 2699 ("PAGA Notice"). Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA Notice.

4. On November 8, 2023, Plaintiff filed a Class Action Complaint against Defendant in the matter entitled *Veronica Correia v. Omni Family Health*, Kern County Superior Court Case No. BCV-23-103753 (the "Class Action"). In the Class Action, Plaintiff alleged class claims for: (1) violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code sections 201, 202, and 203; (3) violation of Labor Code section 226(a); and (4) violation of Business and Professions Code section 17200 *et seq*. As a result of an arbitration agreement, Plaintiff dismissed the Class Action without prejudice.

5. On March 1 2024, Plaintiff commenced the instant PAGA action (the "Action"). In the Operative Complaint, Plaintiff alleged a representative PAGA claim predicated on Defendant's policy and practice of: (a) failing to pay overtime wages at the correct regular rate of pay, in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (b) failing to pay sick pay wages at the correct regular rate of pay, in violation of Labor Code sections 201, 202, 203 and 246; (c) failing to pay employees all earned wages at separation of employment due to the underpayment of overtime and/or sick pay wages,

in violation of Labor Code sections 201, 202, 203; and (d) failing to provide accurate itemized wage statements, in violation of Labor Code section 226.

6. At issue is Omni's written Quarterly Incentive Plan (the "Plan"). Under the Plan, provider and non-provider staff were eligible to receive quarterly incentive payments when Omni achieved a profit margin exceeding 3 percent and satisfied other specified financial benchmarks. During Plaintiff's employment, Omni paid incentives for three quarters, and Plaintiff received an incentive payment for each of those quarters. In quarters when Omni did not pay the incentive, no employees received one. Omni excluded the quarterly incentive from the regular rate used to calculate overtime and sick pay.

7. On April 10, 2024, the Court approved the Parties' stipulation to submit Plaintiff's individual PAGA claims to binding arbitration, and stay the Action pending the completion of arbitration.

8. On April 10, 2024, Plaintiff initiated an individual arbitration against Defendant in the matter of *Veronica Correia v. Omni Family Health*, JAMS Case No. 5220005862 (the "Individual Arbitration").

9. On April 24, 2024, Defendant filed its Response to Demand for Arbitration in which it denied all of the allegations and causes of action in the demand and asserted 35 affirmative defenses.

10. The Parties engaged in substantial discovery in the Individual Arbitration. Among other things, they exchanged Rule 17 Initial Disclosures, propounded and responded to multiple sets of special interrogatories and requests for production, produced documents. Each side also took one deposition. This discovery allowed PAGA Counsel to evaluate the evidentiary record, assess the strengths and risks of the claims and defenses, and make an informed assessment of Defendant's potential exposure.

INFORMED SETTLEMENT NEGOTIATIONS

11. On or about December 11, 2025, the Parties agreed to participate in private mediation with Kelly Knight, a respected mediator experienced in complex wage and hour disputes.

12. In preparation for mediation, Plaintiff obtained through informal discovery the number of alleged aggrieved employees and the number of pay periods in which aggrieved employees earned

overtime and/or sick pay during a quarter in which Omni paid a quarterly incentive. Omni represented that no quarterly bonus was paid in 2025. Based on that information, together with the substantial discovery exchanged in the arbitration proceedings, PAGA Counsel conducted a full penalties analysis regarding the value of the PAGA claim.

13. On June 16, 2026, the Parties participated in a full-day mediation before Mr. Knight. The negotiations were conducted at arm's length and were informed by the formal and informal discovery exchanged by the Parties. With Mr. Knight's assistance, the Parties ultimately reached the Settlement now presented for the Court's approval.

14. The Parties thereafter memorialized their agreement in the long-form PAGA Settlement Agreement, which was fully executed on September 14, 2026.

15. All settlement negotiations were conducted at arm's length.

SUMMARY OF THE MONETARY TERMS OF THE SETTLEMENT

16. The current Action is being settled on behalf of "PAGA Group Members." For purposes of the Settlement, "PAGA Group Members" are defined as "all persons employed by Defendant in the State of California as hourly, non-exempt employees who during the PAGA Period earned overtime wages and/or sick pay in the same period in which a quarterly bonus was paid." (Settlement Agreement § 1.18.) The PAGA Period is October 26, 2022, through and including February 21, 2025. (*Id*. at § 1.21.)

17. Based on information provided by Omni, approximately 760 PAGA Group Members who collectively worked 2,353 Pay Periods—— that is a pay period during which a PAGA Group Member received the payment of a quarterly bonus during the PAGA Period. (*Id*. at §§ 1.23, 9.)

18. The Settlement Agreement requires Defendant to pay the Gross Settlement Amount of $175,000.00 on a non-reversionary basis. (Settlement Agreement §§ 1.7, 4.1.) As such, Defendant will pay approximately $74.37 per Pay Period to resolve the claims in the Action.

19. Defendant does not object to a request by PAGA Counsel for an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, the sum of $61,250.00 ("PAGA Counsel Fees"), and reimbursement for actual litigation costs in an amount up to $16,144.24 ("PAGA

Counsel Expenses"), subject to Court approval. (Settlement Agreement § 4.2(a).) Any portion of the PAGA Counsel and/or PAGA Counsel Fees that are not approved by the Court shall become part of the Net Settlement Amount. (*Id.*)

20. Defendant also does not oppose Plaintiff's request for a Service Award in the amount of $5,000.00. (Settlement Agreement § 4.2(b).) The requested Service Award is intended to compensate Plaintiff for her efforts in prosecuting this Action on behalf of PAGA Group Members, including meeting and communicating with PAGA Counsel, reviewing the pleadings, documents, and Settlement Agreement, and undertaking the risks associated with serving as the named plaintiff, including potential reputational harm arising from her participation in litigation against her employer. Any portion of the Service Award that is not approved by the Court shall become part of the Net Settlement Amount. (*Id.* at § 4.2(b).)

21. The Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. (Settlement Agreement §§ 1.2, 6.3.) The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the Administrator Expenses estimated to be $6,995.00. (*Id.* at § 4.2(c).) Any portion of the Administrator Expenses that is not approved by the Court shall become part of the Net Settlement Amount. (*Id.*) Based on my experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement are competitive, standard for the scope of work required, and fair and reasonable.

ESTIMATED PAYMENTS TO THE LWDA & AGGRIEVED EMPLOYEES

22. The balance of the Gross Settlement Amount remaining after deduction of the approved PAGA Counsel Fees, PAGA Counsel Expenses, Administrator Expenses, and Service Award (the "Net Settlement Amount"), will be available for distribution to the LWDA and PAGA Group Members. (Settlement Agreement §§ 1.12, 4.2(d).)

23. Assuming that the Court awards the requested amounts, the Net Settlement Amount will total $85,610.76. Seventy-five percent (75%) of the Net Settlement Amount, or approximately $64,208.07, will be paid to the LWDA for PAGA penalties ("LWDA Fees"). (Settlement Agreement §§

1.11, 4.2(d).) The remaining twenty-five percent (25%), or approximately $21,402.69, will be distributed to PAGA Group Members on a pro rata basis based on the number of Pay Periods – *i.e.* any pay period in which a PAGA Group Member received the payment of a quarterly bonus during the PAGA Period – worked by each PAGA Group Member. (*Id.* at §§ 1.23, 4.2(d).)

24. Individual PAGA Payments will be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. (Settlement Agreement § 4.2(f).)

25. Settlement checks shall remain negotiable for 180 days from the date of issuance. Any checks remaining uncashed when that period expires will be cancelled, and the Settlement Administrator will remit the corresponding unclaimed funds to Legal Aid at Work, the designated *cy pres* recipient. (Settlement Agreement § 7.6.) Diversity Law Group and I have no relationship or affiliation with Legal Aid at Work.

THE RANGE OF POTENTIAL PENALTIES

26. By their nature, PAGA civil penalties are difficult to value. At the time the Parties negotiated the Settlement, Defendant represented that PAGA Group Members who collectively worked 2,353 Pay Periods. Based on that information, PAGA Counsel calculated that—provided Plaintiff prevailed on the merits and the default penalty of $100 per pay period applied— Defendant's maximum potential exposure was approximately $235,300. The Gross Settlement Amount of $175,000.00 represents approximately 74.4% of that maximum potential exposure.

27. That maximum potential exposure, however, does not account for PAGA Counsel's reasoned assessment of the strength of the PAGA claims or the possibility that any penalty award could be reduced pursuant to Labor Code section 2699, subdivision (e)(2).

28. Omni denied, and continues to deny, Plaintiff's allegations and contends that it acted in compliance with California law at all relevant times.

29. Plaintiff's principal theory of liability depended on establishing that Omni's quarterly incentive payments were nondiscretionary compensation that should have been included in the regular

rate used to calculate overtime and sick pay. California law requires that all nondiscretionary compensation be factored into the regular rate of pay. A bonus may be excluded as discretionary only if the employer retains sole discretion over both the fact and amount of payment until at or near the end of the relevant period, without any prior agreement or promise causing employees to expect the payment. Plaintiff had substantial grounds to contend that Omni's quarterly incentive did not satisfy this narrow exclusion.

30. The Quarterly Incentive Plan identified the conditions for payment, including a profit margin exceeding 3 percent and specified financial and cash-reserve benchmarks. The Plan also established objective eligibility criteria, calculated the incentive according to a financial formula, and assigned eligible employees to designated groups that determined their maximum payment. Plaintiff therefore maintains that Omni did not retain unfettered discretion over both the fact and amount of payment; rather, the Plan created an expectation that eligible employees would receive the formula-based incentive when the specified financial conditions were satisfied.

31. Omni contends that the Plan established only the conditions under which employees became eligible for a potential incentive—not an enforceable entitlement to payment. Omni's corporate representative further testified that receipt of a quarterly incentive was not automatic; an employee first had to satisfy the Plan's eligibility requirements. Omni reserved the right to remove an employee from the eligibility list based on significant disciplinary action, including placement on a performance improvement plan, paid administrative leave arising from performance or conduct concerns, suspension, or probation. Omni relied on this testimony and the Plan language to argue that the incentive was neither automatic nor guaranteed and that Omni retained discretion over which employees ultimately qualified to receive it. The distinction between discretionary payment decisions and threshold eligibility criteria presented a factual and legal issue that would have required resolution through continued litigation.

32. Even assuming Plaintiff prevailed on liability, I understood that Defendant could present substantial grounds for reducing the PAGA penalties at trial. Several case-specific considerations informed that assessment. First, this case did not involve an alleged failure to pay employees their base

wages, compensate them for recorded overtime hours, or pay the quarterly incentives themselves. Instead, the alleged underpayments were limited to the incremental amounts purportedly due because Omni excluded the quarterly incentives from the regular rate used to calculate overtime and sick pay. Second, liability turned on the genuinely disputed and fact intensive question whether the Quarterly Incentive constituted nondiscretionary compensation that was required to be included in the regular rate. I recognized the risk that Omni could persuasively argue that it reasonably treated those payments as discretionary or otherwise excludable. Third, the alleged waiting time and wage statement violations were derivative of the same regular rate theory rather than independent payroll practices. Based on the record available to me, I was also unaware of any prior agency or judicial determination placing Omni on notice that its treatment of the quarterly incentives was unlawful, or any evidence that Omni deliberately concealed or withheld the incentive payments.

33. Given these circumstances, I understood that Omni could argue that imposing the maximum penalty of $100 for every allegedly affected pay period would be disproportionate to both the nature of the alleged violations and the incremental wages at issue.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

34. I am of the opinion that the settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the State and the PAGA Group Members. My opinion is based on, among other things, the strengths and weaknesses of the claims and defenses, the substantial risks and uncertainty attendant to continued litigation, the possibility that Plaintiff would not prevail on one or more theories of liability, the possibility that the Court could reduce any penalty award under Labor Code section 2699, subdivision (e)(2), the manageability and proof issues that would arise at trial, and the likelihood of further delay and expense resulting from any appeals. My opinion is also based on the substantial investigation and discovery conducted in the Action and Individual Arbitration, PAGA Counsel's informed analysis of the maximum and realistic potential value of the PAGA claims, and the immediate and certain relief the Settlement provides to the State and the PAGA Group Members.

ATTORNEY EXPERIENCE

35. PAGA Counsel has a great deal of experience in wage and hour class action litigation. Diversity Law Group has been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience.

36. My qualifications are as follows: I was the 2003 recipient of the Spelman Presidential Scholarship to Emory University School of Law. During law school, I was a summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in 2006 and was admitted to the California Bar in December 2006. Following law school, I was an associate at Sonnenschein from September 2006 to May 2009.

37. Since 2009, my primary area of practice has been employment litigation. I have practiced law at two pre-eminent employment defense firms. From May 2009 to June 2011, I was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500 companies in employment litigation in both state and federal courts, as well as before government agencies, including the California Department of Labor. My practice included the defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number of wage and hour class actions.

38. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc*., Los Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court

Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

39. I also second chaired two jury trials where I represented the prevailing defendant. Both cases involved employees who brought claims against their former employers pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

40. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time handling employment cases. I primarily represent employees.

41. I have been approved as class counsel in numerous wage/hour class actions that have been granted class certification and final approval, including: *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community* Hospital, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.,* U.S. District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*

Raypak, Inc., Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.,* Santa Clara Superior Court Case No. 19CV341582.

42. I was lead trial counsel on two bench trials, in which the Plaintiff were the prevailing party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California, Inc.*, Monterey County Superior Court Case No. 18CV001381.

ATTORNEYS' FEES & LITIGATION COSTS

43. To date, I have incurred approximately 84.50 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit 3** is a summary of the hours I have incurred to date.

44. As of October 1, 2026, my hourly rate in class and representative actions is $900. Accordingly, my total lodestar is estimated to be approximately $76,050, calculated as 84.50 hours multiplied by $900. I have been approved at an hourly rate of $800 in the matters of *Robert Jordan v. Mondelez Global, LLC*, San Bernardino County Superior Court Case No. CIVSB2202758; *Alexis Tristan v. American Homes 4 Rent, L.P.*, Los Angeles County Superior Court Case No. 23STCV17006; and *Jose Valencia v. Sentinel Transportation, LLC*, Santa Barbara Superior Court Case No. 22CV00951; *In re Humano Wage and Hour Cases*, Judicial Council Coordination Proceeding Case No. 5240. I was also previously approved at an hourly rate of $700.00 in a number of matters, including: *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community* Hospital, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No. CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego

Superior Court Case No. 37-2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County Superior Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno Superior Court Case No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los Angeles Superior Court Case No. JCCP5050; *Delgado v. Kloeckner Metals Corporation*, Los Angeles Superior Court Case No. 20STCV22503; *Jackson v. Samuel*, *Son & Co. (USA) Inc.*, Riverside County Superior Court Case No. CVRI2101679, *Blanton v. Communications Test Design, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-0005136; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583; *Flournoy v. Partners Personnel – Management Services, LLC*, Riverside County Superior Court Case No. CVRI2102372; *Idian v. VHSD ES INC.,* San Diego Superior Court Case No. 37-2019-00018927-CU-OE-CTL; *Miller v. Stanbridge University*, Orange County Superior Court Case No. 30-2021-01206298-CU-OE-CXC; *Romano v. SSA Terminals, LLC,* Los Angeles Superior Court Case No. 20STCV29048; *Wise v. Le Petite Academy, Inc.*, San Joaquin Superior Court Case No., STK-CV-UOE-2021-10561; *Chambers v. SOMACIS, Inc.*, San Diego Superior Court Case No. 37-2021-00033445-CU-OE-CTL; *Johnson v. FS Palo Alto Employment, Inc.*, Santa Clara Superior Court Case No. 21CV389927; *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case No. BC617356; *Moss v. Sares Regis Operating Company*, *L.P.*, Orange County Superior Court Case No. 30-2021-01201041-CU-OE-CXC; and *Rodriguez v. City National Bank*, Los Angeles Superior Court Case No. 20STCV29761.

45. PAGA Counsel prosecuted this matter entirely on a contingent basis, advanced the costs of litigation, and assumed the substantial risk of no recovery.

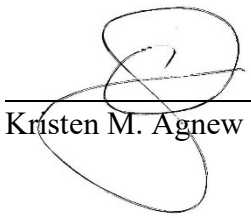
46. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. Accordingly, the Parties agreed to include a maximum amount for recoverable costs under the Settlement. To date, Diversity Law Group has incurred $16,121.18 in litigation costs, and co-counsel has incurred an additional $23.06, for total PAGA Counsel Expenses of $16,144.24. Attached hereto as **Exhibit 4** is a true and correct copy of Diversity Law Group's cost report reflecting the expenses it incurred.

NOTICE TO LWDA

47. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit 5** is a true and correct copy of the submission confirmations.

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

This declaration was executed on October 12, 2026, in Los Angeles, California.



Kristen M. Agnew

EXHIBIT 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiff Veronica Correia ("Plaintiff"), on one hand, and Defendant Omni Family Health ("Defendant" or "Omni"), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means Plaintiff's lawsuit titled *Veronica Correia v. Omni Family Health*, Kern County Superior Court Case No. BCV-24-100740.

1.2. "Administrator" or "Settlement Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administrator Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Settlement Approval.

1.4. "Approval Hearing" means the Court's hearing on the motion for approval of the Settlement to determine whether to approve and implement the terms of this Agreement and enter the Judgment.

1.5. "Defense Counsel" means Belden Blaine Raytis, LLP and its attorneys, including T. Scott Belden, Jazmine Flores and Tyler Anthony.

1.6. "Effective Date" means the date on which the Judgment becomes final. For purposes of this Settlement Agreement, the Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Judgment (this time period shall not be less than 60 calendar days after the Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.7. "Gross Settlement Amount" means One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00), which is the total amount to be paid by Defendant as set forth in this Agreement in full and complete settlement of this matter. Subject to Section 9, the Gross

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Settlement Amount is the maximum amount which Defendant is obligated to pay under this Agreement, and it will be used to pay all payments contemplated by this Agreement including, but not limited to, all Individual PAGA Payments, LWDA Fees, PAGA Counsel Fees, PAGA Counsel Expenses, Administrator Expenses and Service Award, all as approved by the Court. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA Group Members, and shall not be grounds to object to or terminate the Settlement. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, with no claim forms required.

1.8. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of twenty-five percent (25%) of the Net Settlement Amount, as calculated by the Settlement Administrator and based on the number of Pay Periods worked during the PAGA Period.

1.9. "Judgment" means a written order and judgment approving this Settlement and incorporating by reference the terms and conditions of this Settlement.

1.10. "LWDA" means the California Labor and Workforce Development Agency.

1.11. "LWDA Fees" means the seventy-five percent (75%) of the Net Settlement Amount, to be paid to the LWDA, as calculated by the Settlement Administrator, under Labor Code section 2699(i).

1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Expenses, Administrator Expenses, and Service Award.

1.13. "Operative Complaint" means the Representative Action Complaint for Violation of Labor Code § 2698, *Et. Seq.*, the Private Attorneys General Act, filed in the Action.

1.14. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*.

1.15. "PAGA Counsel" means Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and Adam Rose, Manny Star and Theodore Tang of Frontier Law Center.

1.16. "PAGA Counsel Fees" and "PAGA Counsel Expenses" mean the amounts to be paid to PAGA Counsel for fees and expenses, respectively, as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.17. "PAGA Data" means PAGA Group Member identifying information in Defendant's possession including the PAGA Group Member's name, last-known mailing

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address, Social Security number, and number of Pay Periods.

1.18. "PAGA Group Members" all persons employed by Defendant in the State of California as hourly, non-exempt employees who during the PAGA Period earned overtime wages and/or sick pay in the same period in which a quarterly bonus was paid.

1.19. "PAGA Group Member Address Search" means the Administrator's investigation and search for current PAGA Group Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces.

1.20. "PAGA Notice" means Plaintiff's letter dated October 26, 2023 providing notice to the LWDA of potential Labor Code violations.

1.21. "PAGA Period" means the period from October 26, 2022 through and including February 21, 2025.

1.22. "PAGA Representative" or "Plaintiff" means Plaintiff Veronica Correia.

1.23. "Pay Period" means any pay period in which a PAGA Group Member received the payment of a quarterly bonus during the PAGA Period.

1.24. "Released PAGA Claims" means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et. seq*. that were or could have been alleged in the Action and/or PAGA Notice based upon the allegations, facts, legal theories, or causes of action alleged in the Action and/or PAGA Notice, including, but not limited to claims for relief for civil penalties for (1) violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201, 202, and 203; (3) violation of Labor Code § 226(a); (4) violation of Labor Code §§ 2698, *et seq.*; (5) claims that could have been sought by the State of California Labor Commissioner for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (6) claims for equitable relief or liquidated damages for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (7) any other benefit claimed on account of the allegations asserted in the operative Complaint; and (8) any and all other related claims for attorneys' fees, costs, expenses, and/or interest with respect hereto or resulting from the foregoing. The Released PAGA Claims are limited to the PAGA Period.

1.25. "Released Parties" shall mean Defendant and each of its past, present, and future parents, subsidiaries, affiliated and related entities, and each of their respective current and former officers, directors, employees, members, managers, shareholders, agents, attorneys, insurers, employee benefit plans, and each of their respective predecessors, successors, and assigns.

1.26. "Service Award" means the amount that the Court authorizes to be paid to

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Plaintiff, in addition to her Individual PAGA Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that Plaintiff shall be paid up to Five Thousand Dollars ($5,000.00) from the Gross Settlement Amount as the Service Award.

1.27. "Settlement Notice" means the NOTICE OF PAGA SETTLEMENT, as approved by the Court and in substantially the same form as that attached as **Exhibit A** and incorporated by reference into this Agreement.

2. RECITALS

2.1. On October 26, 2023, Plaintiff submitted a PAGA Notice to the LWDA alleging that Defendant violated Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code section 2699.

2.2. On November 8, 2023, Plaintiff filed a Class Action Complaint against Defendant in the matter entitled *Veronica Correia v. Omni Family Health*, Kern County Superior Court Case No. BCV-23-103753 (the "Class Action"). In the Class Action, Plaintiff alleged class claims for: (1) violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code sections 201, 202, and 203; (3) violation of Labor Code section 226(a); and (4) violation of Business and Professions Code section 17200 *et seq*. However, as a result of the Arbitration Agreement, Plaintiff dismissed the Class Action without prejudice.

2.3. On March 1, 2024, Plaintiff initiated the Action against Defendant. In the Operative Complaint, Plaintiff alleged a representative PAGA claim predicated on Defendant's alleged failure to pay overtime and sick pay at the correct regular rate of pay.

2.4. On or about April 10, 2024, the Court approved the Parties' stipulation to submit the individual PAGA claims alleged in the Operative Complaint to binding arbitration, and stay the Action pending the completion of arbitration.

2.5. On April 10, 2024, Plaintiff submitted a demand for arbitration in the matter of *Veronica Correia v. Omni Family Health*, JAMS Case No. 5220005862 (the "Individual Arbitration").

2.6. On April 24, 2024, Defendant filed its Response to Demand for Arbitration in which it denied all of the allegations and causes of action in the demand and asserted 35 affirmative defenses. Defendant has repeatedly asserted and continues to assert defenses thereto, and Defendant has expressly denied and continues to deny any wrongdoing or liability of any kind associated with the claims alleged by Plaintiff and/or arising out of any of the facts or conduct alleged in the Action and/or Individual Arbitration and further contends that, for any purpose other than Settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it has complied with all California,

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Federal, Local, and administrative wage and hour laws including, but not limited to, the California Labor Code and Industrial Wage Commission Orders, and has at all times dealt legally and fairly with Plaintiff and all the PAGA Group Members (as defined herein). Defendant has also denied and continues to deny, inter alia, the allegations that Plaintiff has suffered damage; that Defendant improperly failed to properly pay wages, including overtime, and sick pay; that Defendant engaged in any unlawful, unfair or fraudulent business practices; that Defendant engaged in any wrongful conduct as alleged in the Action and Individual Arbitration; and that Plaintiff was harmed by the conduct alleged in the Action and Individual Arbitration. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

2.7. The Parties conducted discovery through the arbitration process, including propounding and responding to written discovery and taking depositions.

2.8. On or about December 16, 2025, the Parties agreed to participate in private mediation with Kelly Knight, a respected wage and hour mediator. In advance of the mediation, Plaintiff obtained, through informal discovery, the number of alleged aggrieved employees and the number of pay periods in which aggrieved employees earned overtime and/or sick pay in a quarter in which a quarterly bonus was paid.

2.9. On June 16, 2026, the Parties participated in an all-day mediation presided over by Mr. Knight which led to this Agreement to settle the Action.

2.10. Defendant denies, and continues to deny, Plaintiff's claims and deny any failure to comply with the law, and deny any and all liability for the claims alleged in the Action.

2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action or PAGA Notice have merit or that Defendant bears any liability to Plaintiff or the PAGA Group Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. If for any reason the Settlement does not become effective, Defendant reserves all available defenses to the claims in the Action.

3. DISMISSAL OF THE INDIVIDUAL ARBITRATION

Within five (5) business days of the execution of the Agreement, Plaintiff will inform the arbitrator in the Individual Arbitration of the pending Settlement and will request that all dates and deadlines in the Individual Arbitration, including the arbitration hearing that is set to begin on September 28, 2026, be vacated.

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Within five (5) business days of the Court's signed order granting Approval of the Settlement in the Action, Plaintiff will dismiss the Individual Arbitration *with prejudice*.

4. MONETARY TERMS

4.1. The Gross Settlement Amount. Defendant agrees to pay, on a non-reversionary basis, the Gross Settlement Amount as set forth here, in consideration for Plaintiff, the LWDA, and PAGA Group Members' promises, representations, and obligations set forth in this Agreement. The Parties agree there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement, except as provided in Section 9 below. In no event shall Defendant be required to pay more than the Gross Settlement Amount except as provided in Section 9 below. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties will return to their original respective positions, unless otherwise agreed upon in writing. Further, in that event, nothing in this Agreement, the negotiations leading to this Settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

4.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement.

(a) To PAGA Counsel. A PAGA Counsel Fees payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Sixty-One Thousand Two Hundred Fifty Dollars ($61,250.00) and a PAGA Counsel Expense payment of not more than Twenty-Seven Thousand Dollars ($27,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees and PAGA Counsel Expenses concurrently with the motion for court approval of the Settlement. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA Group Members, and shall not be grounds to object to or terminate the Settlement. The Administrator will pay the PAGA Counsel Fees and PAGA Counsel Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and/or PAGA Counsel Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(b) To Plaintiff: A Service Award payment of not more than Five Thousand Dollars ($5,000.00) to Plaintiff. Defendant will not oppose a request for a Service Award provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file a motion for a Service Award concurrently with the motion for court approval of the Settlement. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and PAGA

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Group Members, and shall not be grounds to object to or terminate the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Service Award. Plaintiff assumes full responsibility and liability for taxes owed on the Service Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of the Service Award.

(c) To the Administrator. An Administrator Expenses payment not to exceed Six Thousand Nine Hundred Ninety-Five Dollars ($6,995.00) except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses is less or the Court approves payment less than $6,995.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the LWDA and PAGA Group Members.

(d) To the LWDA and PAGA Group Members. PAGA Penalties in the amount of the Net Settlement Amount, with seventy-five percent (75%) (currently estimated to total $56,066.25) allocated to the LWDA, and twenty-five (25%) (currently estimated to total $18,688.75) allocated to PAGA Group Members.

(e) Calculation of Individual PAGA Payments. Using the PAGA Data, the Administrator will divide twenty-five (25%) of the Net Settlement Amount (currently estimated to total $18,688.75) by the total number of Pay Periods worked by all PAGA Group Members during the PAGA Period. To calculate the Individual PAGA Payment, that value will then be multiplied by the number of Pay Periods that each respective PAGA Group Member worked during the PAGA Period. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(f) Tax Treatment of Individual PAGA Payments. Individual PAGA Payments shall be allocated and treated as 100% penalties, with no deductions or withholdings, and shall be reported by the Administrator on IRS 1099 Forms. No payroll taxes shall be assessed against Defendant for the Individual PAGA Payments.

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

(h) Individual PAGA Payments Do Not Trigger Additional Benefits. All monies received by PAGA Group Members shall be deemed to be income to such PAGA Group Members solely in the year in which such awards actually are received by the PAGA Group Members. It is expressly understood and agreed that the receipt of such Individual PAGA Payments will not entitle any PAGA Group Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Group Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of this Settlement that any Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the

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PAGA Group Members in connection with this Settlement, and that the PAGA Group Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(i) Tax Liability. PAGA Counsel, Defendant, and Defense Counsel make no representation as to the tax treatment or legal effect of any payments made pursuant to this Agreement, and Plaintiff and the PAGA Group Members are not relying on any statement or representation by PAGA Counsel, Defendant, or Defense Counsel in this regard. The Individual PAGA Payments made to Plaintiff and the PAGA Group Members pursuant to this Agreement constitute payments of civil penalties under PAGA and shall not be considered wages. Accordingly, no payroll taxes or other wage-based withholdings shall be deducted from the Individual PAGA Payments, except to the extent withholding is otherwise required by applicable law. The Settlement Administrator shall issue an appropriate IRS Form 1099 to Plaintiff and each PAGA Group Member with respect to his or her Individual PAGA Payment if required by applicable law. Plaintiff and the PAGA Group Members shall be solely responsible for the payment of any federal, state, or local taxes that may be due with respect to their respective Individual PAGA Payments and for any interest, penalties, or other obligations arising from their individual tax treatment or reporting of such payments. Plaintiff and the PAGA Group Members are encouraged to consult with their own tax advisors concerning the tax consequences of the Settlement. If the Internal Revenue Code, the regulations promulgated thereunder, or other applicable tax law changes after the date of this Settlement Agreement, the tax reporting and withholding procedures described in this Section may be modified as reasonably necessary to comply with applicable law.

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. Preparation of Motion. Within forty-five (45) calendar days after execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting PAGA Settlement Approval ("Motion") and supporting papers in the Action, which shall include this Settlement Agreement and which shall comply with all applicable rules for such Motion. Plaintiff shall provide a draft of the Motion to Defense Counsel at least five (5) calendar days prior to filing, for purposes of receiving any feedback or comments. Provided that the noticed Motion is consistent with the terms of this Agreement, the motion will be unopposed.

5.2. Lifting the Stay. The Parties acknowledge that the Action is currently stayed under Code of Civil Procedure section 1281.4 pending arbitration, and that only Plaintiff's individual PAGA claim was compelled to arbitration while the representative PAGA claims remained pending in the Court. Because a settlement of PAGA claims must be reviewed and approved by the Court, the Parties shall, concurrently with or before the filing of the Motion, jointly apply to the Court to lift the stay for the limited purpose of permitting the Court to review and approve this Settlement and enter the Judgment. The Parties shall cooperate in good faith to obtain an order

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lifting the stay for that purpose.

5.3. Submission to LWDA. Plaintiff shall submit this Agreement and a copy of the Motion to the LWDA, prior to or concurrently with the filing of the Motion in court.

5.4. Cooperation in Court Approval. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement and obtain court approval of the Settlement. If the Parties disagree on any aspect of the proposed Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will 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 approval or conditions approval on any material change to this Agreement, PAGA 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 determine whether the Agreement may be modified or otherwise satisfy the Court's concerns.

5.5. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement does not become final for any other reason; (e) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties; (f) the Court fails or refuses to approve any material condition of this Agreement which effects a fundamental change of the Agreement; (g) the Court should for any reason fail to enter a judgment with prejudice of the Action; (h) the Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date; (i) the Settlement does not become final for any other reason; or (j) the approval of the Settlement and judgment is reversed, modified, or declared or rendered void, this entire Agreement shall be null and void and unenforceable as to all Parties herein at the option of any Party but remains protected by California Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and neither the Settlement nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*. In such cases, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. Further, if the Agreement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Agreement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid

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to the Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said notification. Further, in the event that this Agreement is not preliminarily or finally approved by the Court; fails to become effective as set forth herein; voided; or is reversed, withdrawn or modified by the Court or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein: (1) this Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and (2) none of the Parties to this Agreement will be deemed to have waived any claims, objections, defenses or arguments in the Action and Individual Arbitration. Further, invalidation of any material portion of this Agreement shall invalidate this Agreement and the Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

5.6. No Admission by Defendant. Defendant denies any and all claims alleged in the Action and Individual Arbitration and denies all wrongdoing whatsoever. This Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. This Settlement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended to or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or arbitration demand have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action or Individual Arbitration have merit. The Settlement, this Settlement Agreement, and Parties' willingness to settle the Action and Individual Arbitration 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 Settlement Agreement). To the contrary, Defendant denies each and every material factual allegation in the Action and Individual Arbitration and all claims alleged therein. Defendant denies any and all liability and/or wrongdoing of any kind associated with the claims alleged by Plaintiff and denies all of the allegations, claims, and contentions alleged by Plaintiff in the Action and Individual Arbitration, and has asserted numerous affirmative defenses. Defendant expressly denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action and Individual Arbitration. Defendant further contends that, for any purpose other than settling this Action and Individual Arbitration, the Action and the claims asserted therein, are not appropriate for representative action treatment. To this end, the Settlement, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Operative Complaint in the Action or in the Individual Arbitration; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in the Action or Individual Arbitration or any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Further, this Settlement Agreement and any attached exhibits are settlement documents, and, pursuant to

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California Evidence Code section 1152, these documents shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

5.7. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court. Further, if an appeal is filed from the Court's Final Approval Order and Judgment prior to the Effective Date, administration of the Settlement shall be immediately stayed pending final resolution of the appeal process. Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

6. THE ADMINISTRATOR

6.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

6.3. Administrator Duties. The Administrator will be responsible for establishing a qualified settlement fund and issuing payments and appropriate tax forms to PAGA Group Members, the LWDA, Plaintiff, and PAGA Counsel, pursuant to this Settlement Agreement and as approved by the Court. Administrator Expenses shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to PAGA Group Members; all costs and fees associated with communicating with PAGA Group Members, PAGA Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to PAGA Group Members; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; costs and fees associated with preparing any declarations and/or reports relating to administration of the Settlement; and any other cost and fees incurred and/or charged by the Administrator in connection with the execution of its duties under this Agreement. Administrator Expenses shall be paid from the Settlement Fund and are currently estimated to be $6,995.00. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Data in confidence, use the PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Data to Administrator employees who need access to the PAGA Data to effect and perform under this Agreement. 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 PAGA

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Data. The PAGA Group Members' contact information and Social Security numbers will not be provided to PAGA Counsel at any time or in any form. To the extent PAGA Counsel possesses or comes to possess the PAGA Group Members' contact information and/or Social Security numbers, PAGA Counsel shall return all such information (including copies and data or information derived therefrom) within five (5) days, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

7. SETTLEMENT FUNDING & PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

7.1. PAGA Data. Within five (5) business days after the Effective Date, Defendant shall provide the Settlement Administrator with the PAGA Data for purposes of preparing and mailing Settlement Notices to PAGA Group Members. The PAGA Data shall not be shared with either Plaintiff or PAGA Counsel, unless expressly approved by Defendant and Defense Counsel. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Data in confidence, using the PAGA Data only for purposes of this Settlement and for no other purpose.

7.2. Funding Timeline. Defendant shall pay the Gross Settlement Amount to the QSF established by the Administrator within ten (10) business days after the Effective Date.

7.3. Deadline to Mail Checks. Within five (5) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Fees, the Administrator Expenses payment, the PAGA Counsel Fees payment, the PAGA Counsel Expenses payment, and the Service Award payment.

7.4. Mailing of Individual PAGA Payments. The Administrator will issue each PAGA Group Member one check for his or her Individual PAGA Payment along with the Settlement Notice. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the PAGA Group Member involved, and will then perform a single re-mailing.

7.5. No Right to Object or Exclude. PAGA Group Members are not permitted to object to or opt out of the Settlement.

7.6. Uncashed Checks. The checks reflecting payment of the Individual PAGA Payments will remain negotiable for 180 days. After the 180 day-period, the Administrator shall remit any unclaimed funds to the following *cy pres* recipient: Legal Aid at Work. The Administrator shall direct such funds in compliance with California Code of Civil Procedure section 84, or as otherwise directed by the Court. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with Legal Aid at Work.

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8. RELEASE OF CLAIMS.

8.1. PAGA Group Member Release. Upon Defendant's payment of the Gross Settlement Amount, Plaintiff, the PAGA Group Members, and the LWDA shall release the Released PAGA Claims against all Released Parties. The applicable time period for the Released PAGA Claims shall be the PAGA Period. For clarity, the Released PAGA Claims shall not include, and do not release, any PAGA Group Members' claims for wages or statutory penalties, if any.

8.2. Plaintiff's Release. Plaintiff will sign separate a confidential settlement agreement and general release of all claims, including those alleged in the Individual Arbitration. The separate confidential settlement agreement may be shared with the Court *in camera.* This release will include, without limitation, a release of all claims related to Plaintiff's employment and/or termination of employment. The confidential settlement agreement will also include a release of any and all claims, known or unknown, contingent or accrued arising out of any act or event that occurred prior to execution of the release, including a California Civil Code section 1542 waiver which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, the release will not extend to their right to enforce this PAGA Settlement Agreement or enforce the separate confidential settlement agreement.

9. ESCALATOR CLAUSE.

For the purpose of calculating the Gross Settlement Amount, Defendant has represented that that there are no more than 2,353 Pay Periods. If the total number of Pay Periods exceeds 2,353 by more than ten percent (10%), then at the election of Defendant (a) the end of the PAGA Period will be modified to an earlier date so that the total number of Pay Periods is no more than 10% above 2,353 Pay Periods; or (b) the Gross Settlement Amount shall be adjusted on a *pro rata* basis equal to the percentage increase above 10% of 2,353. For example, if the total number of Pay Periods increases by 11%, then the Gross Settlement Amount shall be increased by 1%. Should Defendant wish to elect that the end of the PAGA Period will be modified to an earlier date so that the total number of Pay Periods is no more than 10% above 2,353 Pay Periods, Defendant must exercise this election by providing written notice to Plaintiff before the motion for approval of the Settlement is filed.

10. ADDITIONAL PROVISIONS

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10.1. Duty to Cooperate. If the Court does not approve the Settlement or requires any material change to the Settlement (including, but not limited to, the scope of release), the Parties will expeditiously work together in good faith to address the Court's concerns by determining whether the Agreement may be modified to obtain approval. The Court's decision to award less than the amounts requested for PAGA Counsel Fees, PAGA Counsel Expenses, Service Award and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the approval order and Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement under C.C.P. section 664.6 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. If any party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her/his reasonable attorneys' fees and costs, including expert witness fees.

10.3. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and PAGA Group Members, 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 PAGA Group Member 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. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees and/or PAGA Expenses Payment, PAGA Counsel reserves their right to appeal such order; however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

10.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing (appellate) 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), 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 approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the or any payments to PAGA 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.

10.5. No Admission of Liability or PAGA 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 Defendant that any of the allegations in the Action or PAGA Notice have merit or that Defendant has any liability for any

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claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement, this Agreement and the Parties' willingness to settle the Action and the Individual Arbitration and the PAGA Notice 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).

10.6. No Publicity. Plaintiff and PAGA Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and her respective counsel also will not post any information about the Settlement on social media or their firms' websites. Nevertheless, nothing in this clause is intended to limit PAGA Counsel carrying out their duties as attorneys for the PAGA Group Members and the State of California, including without limitation, communicating the terms of this Settlement to PAGA Group Members, the LWDA and the State of California.

10.7. 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.

10.8. Attorney Authorization. The Parties separately warrant and represent that PAGA Counsel and Defense Counsel are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.9. 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.

10.10. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or

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adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

10.11. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.12. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed either by the Parties or their successors-in-interest or counsel for all Parties.

10.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, predecessors, successors, affiliates, agents, and assigns.

10.14. Applicable Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

10.15. Cooperation in Drafting. The Parties have mutually cooperated in the negotiating, 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.

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

10.17. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and PAGA Notice and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

Dated: 9/9/2026

Signed by:
Veronica Correia
[illegible]

Plaintiff Veronica Correia

Docusign Envelope ID: E4737399-DC5E-83C4-83AC-4AF4AF10C6BC

Dated: 9/11/2026

Signed by:
Francisco L. Castillon
5836B113B66D4E3...

Francisco Castillon, Chief Executive Officer of Omni Family Health, on behalf of Defendant Omni Family Health

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated: _____

DIVERSITY LAW GROUP, APC

_____

Larry W. Lee
Kristen Agnew
Attorneys for Plaintiff Veronica Correia

Dated: 9/9/2026

FRONTIER LAW CENTER

Signed by:
_____
A6EDEB7FB552439...

Manny Star
Attorneys for Plaintiff Veronica Correia

Dated: _____

Belden Blaine Raytis, LLP

_____

T. Scott Belden
Attorneys for Defendant Omni Family Health

Docusign Envelope ID: 8362C909-D109-80BC-80C6-AC21B9CA9D87

Dated: _____

_____
Francisco Castillon, Chief Executive Officer of Omni Family Health, on behalf of Defendant Omni Family Health

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated: 9/9/2026

DIVERSITY LAW GROUP, APC

_____
Larry W. Lee
Kristen Agnew
Attorneys for Plaintiff Veronica Correia

Dated: 9/9/2026

FRONTIER LAW CENTER

Signed by:
_____
A6EDEB7FB552439...
Manny Star
Attorneys for Plaintiff Veronica Correia

Dated: 9/14/2026

Belden Blaine Raytis, LLP

_____
T. Scott Belden
Attorneys for Defendant Omni Family Health

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EXHIBIT A

[PROPOSED NOTICE OF PAGA SETTLEMENT]

Re: *Veronica Correia v. Omni Family Health*
Kern County Superior Court Case No. BCV-24-100740

Dear [Employee]:

Enclosed please find your settlement check in connection with the resolution of the matter entitled *Veronica Correia v. Omni Family Health*, pending in Kern County Superior Court Case No. BCV-24-100740 (the "Action"). You are receiving this payment as a "PAGA Group Member" under the settlement approved by the Court. Please cash or deposit the check no later than [Check Cashing Deadline] or it will be voided. The Settlement is not an admission of any wrongdoing by Omni Family Health ("Company") nor an indication that any law was violated. To the contrary, the Company contends that it has complied at all times with California law and federal law, and the Company specifically contends that it properly compensated its employees. No court has ruled on the merits of the claims asserted in the Action. This means that there has been no finding by a court that the Company engaged in any wrongdoing, or that employees were not paid fully and lawfully. The Company has chosen to resolve the Action to save legal costs and avoid disruption, without any admission of wrongdoing.

This payment represents your share of the settlement proceeds allocated to PAGA Group Members. The settlement resolves and releases Released PAGA Claims against the Company and each of its past, present, and future parents, subsidiaries, affiliated and related entities, and each of their respective current and former officers, directors, employees, members, managers, shareholders, agents, attorneys, insurers, employee benefit plans, and each of their respective predecessors, successors, and assigns. The "Released PAGA Claims" means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et. seq*. that were or could have been alleged in the Action and/or PAGA Notice based upon the allegations, facts, legal theories, or causes of action alleged in the Action and/or PAGA Notice, including, but not limited to claims for relief for civil penalties for (1) violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201, 202, and 203; (3) violation of Labor Code § 226(a); (4) violation of Labor Code §§ 2698, *et seq.*; (5) claims that could have been sought by the State of California Labor Commissioner for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (6) claims for equitable relief or liquidated damages for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (7) any other benefit claimed on account of the allegations asserted in the operative Complaint; and (8) any and all other related claims for

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attorneys' fees, costs, expenses, and/or interest with respect hereto or resulting from the foregoing. The settlement covers the period of October 26, 2022 through and including February 21, 2025. The settlement does not release or otherwise impact any PAGA Group Members' claims for wages or statutory penalties, if any.

You do not need to take any further action to receive this payment. Cashing or depositing the enclosed check will not affect your rights in any way other than to acknowledge receipt of your share of the settlement.

If you have any questions about this payment, you may contact the Settlement Administrator at:

EXHIBIT 2

DocuSign Envelope ID: 159A078F-6B03-452E-BC4E-EEC7BC878910

VERONICA CORREIA
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

October 25, 2023

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Correia v. Omni Family Health*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Omni Family Health (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-203, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to, incentives. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay but rather were paid at 1.5 times our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, applicable rates of pay, and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 201-203, 233 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, incentives, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for the Company is:

Omni Family Health
4900 California Ave., Suite 400B
Bakersfield, CA 93309

DocuSign Envelope ID: 159A078F-6B03-452E-BC4E-EEC7BC878910

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
Veronica Correia
40FC4C04F48B448...

Veronica Correia

cc: Omni Family Health (by certified mail)

EXHIBIT 3

Kristen M. Agnew
Time and Task Chart
***Veronica Correia v. Omni Family Health*,**
Kern County Superior Court Case No. BCV-24-100740

Time	Description of Work
1.90	Review client intake materials; legal research and analysis regarding potential claims and theories of liability.
2.20	Draft PAGA Notice and class action complaint.
4.50	Review and analyze defense counsel's meet-and-confer correspondence concerning the arbitration agreement; analyze the arbitration agreement; research potential grounds for opposing arbitration.
2.80	Review and analyze Defendant's motion to compel arbitration in the Class Action; conduct legal research concerning the issues raised by the motion.
.50	Prepare request for dismissal of the Class Action.
1.00	Draft representative action complaint.
1.30	Prepare for and appear at hearing on motion to compel arbitration.
.90	Meet and confer with defense counsel regarding a stipulation to arbitrate Plaintiff's individual PAGA claim and stay the representative action; review and revise the proposed stipulation.
.70	Draft demand for arbitration.
2.40	Prepare for and participate in the July 31, 2024 case management conference with the Arbitrator; review and analyze Scheduling Order No. 1; confer with co-counsel regarding the scheduling order.
1.80	Draft JAMS Rule 17 Initial Disclosures; review the case file to identify relevant documents; confer with co-counsel regarding the disclosures.
.50	Review and analyze Defendant's JAMS Rule 17 initial disclosures and amended disclosures.
2.30	Draft requests for production of documents (set one) and special interrogatories (set one).
4.20	Revise and analyze Defendant's requests for production of documents (set one) and special interrogatories (set one); confer with co-counsel regarding information and documents necessary to respond; draft Plaintiff's responses.
1.10	Review and analyze Defendant's responses to requests for production of documents (set one) and special interrogatories (set one), and document production.
.80	Draft requests for production of documents (set two) and special interrogatories (set two).
.30	Review and analyze Defendant's responses to requests for production of documents (set two) and special interrogatories (set two).
1.00	Draft requests for production of documents (set three).
.20	Review and analyze Defendant's responses to requests for production of documents (set three).
2.40	Draft PMK deposition notice.

Time	Description of Work
4.00	Confer with co-counsel regarding Plaintiff's deposition; review and analyze Plaintiff's deposition transcript.
15.50	Prepare for and take the deposition of Defendant's PMK, including reviewing relevant documents and preparing the examination outline.
3.30	Revise and analyze Defendant's special interrogatories (set two); confer with co-counsel regarding information needed to respond; draft Plaintiff's responses.
1.00	Meet and confer with defense counsel regarding the scope of mediation and the mediation data; confer with co-counsel regarding same.
12.90	Draft mediation statement and supporting exposure analysis; confer with co-counsel regarding mediation strategy; participate in the full-day mediation.
.50	Review mediator's proposal; confer with co-counsel regarding its terms.
5.40	Draft PAGA Settlement Agreement ("settlement agreement"); confer with defense counsel and co-counsel regarding proposed revisions; review and incorporate negotiated revisions.
9.10	Draft settlement approval motion and supporting declarations.
84.50	**TOTAL**

EXHIBIT 4

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
lwlee@diversitylaw.com

Invoice #	10569
Invoice Date	09/25/2026
Terms	Upon Receipt
Due Date	09/25/2026
PO #	

Invoice Total:	16,121.18
Payment Applied:	0.00
Total Due:	16,121.18

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		16,121.18	0.00	0.00	16,121.18
		$16,121.18	$0.00	$0.00	$16,121.18

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Correia, Veronica v. Omni Family Health - PAGA	0.00	0.00	16,121.18	0.00	0.00	16,121.18
	$0.00	$0.00	$16,121.18	$0.00	$0.00	$16,121.18

Subtotal:	$16,121.18
Discount:	$0.00
Subtotal after Discount:	$16,121.18
Taxable Subtotal:	$16,121.18
Tax:	$0.00
Total:	$16,121.18
Payment Applied:	$0.00
Total Due:	$16,121.18

Notes

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
lwlee@diversitylaw.com

Invoice #	10569
Invoice Date	09/25/2026
Terms	Upon Receipt
Due Date	09/25/2026
PO #	

Terms & Conditions

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
lwlee@diversitylaw.com

Invoice #	10569
Invoice Date	09/25/2026
Terms	Upon Receipt
Due Date	09/25/2026
PO #	

Summary- Correia, Veronica v. Omni Family Health - PAGA (3167.002)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		16,121.18

Subtotal:	$16,121.18
Discount:	$0.00
Subtotal after Discount:	$16,121.18
Taxable Subtotal:	$16,121.18
Tax:	$0.00
Total:	$16,121.18

Details - Correia, Veronica v. Omni Family Health - PAGA (3167.002)

Expenses

Date	Category	Expense Code	Description	Amount ($)
10/26/2023		Court fees	LWDA	75.00
10/31/2023		Photocopies	PhotocopiesPhotocopies	0.50
10/31/2023		Postage	Postage	8.53
11/08/2023		Court fees	Odyssey - Complaint	1,481.66
11/29/2023		Attorney Service	Attorney Service - Complaint Service	177.25
12/14/2023		Court fees	Odyssey - POS of Summons	3.60
03/01/2024		Court fees	Odyssey - ComplaintOdyssey - Complaint	1,481.66
03/01/2024		Court fees	Odyssey - Request for Dismissal	24.20
03/20/2024		Court fees	Odyssey - Notice of Change of Attorney	3.60
03/27/2024		Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	14.68
03/31/2024		Postage	PostagePostage	2.11
04/04/2024		Court fees	ACE E Filing - POS of Summons	14.68
04/10/2024		Arbitrators/mediators	JAMS - Demand for Arbitration	411.96
04/30/2024		Postage	Postage	2.11
03/03/2025	Court Fees		Odyssey - Stip to Cont CMC	24.20
09/03/2025	Court Fees		ACE - Joint Stip	253.75

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
lwlee@diversitylaw.com

Invoice #	10569
Invoice Date	09/25/2026
Terms	Upon Receipt
Due Date	09/25/2026
PO #	

Date	Category	Expense Code	Description	Amount ($)
09/09/2025	Transcription Services		Steno - Deposition Transcript of Aurora Ibarra, PMK [DELAY PAY, NOT YET PAID]	2,269.15
01/14/2026	Legal Research		Eve - Legal Research	350.00
03/26/2026	Court Fees		ACE EFiling - Joint Stip to Cont CMC (Filing ID: 14106234 Envelope No: 26KN00089272)	35.90
05/14/2026	E121 Arbitrators/mediators		Judicate West Mediation	9,450.00
05/31/2026	Postage and delivery		Postage	0.74
09/22/2026	Court Fees		ACE EFiling - Joint Stip to Cont CMC (Filing ID: 15309191 Envelope No: 26KN00193028)	35.90
			Subtotal:	$16,121.18
			Total:	$16,121.18

EXHIBIT 5