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(formerly known as MEIKA ELLISON),
individually, and on behalf of other similarly
situated employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MEIKA ELLISON, individually, and on
behalf of other similarly situated employees,

Plaintiff,

vs.

GEOZONING, INC. dba HEALTHSHERPA;
and DOES 1 through 25, inclusive,

Defendants.

Case No. CGC-25-625111

Honorable Jeffrey S. Ross
Department 613

**DECLARATION OF JASMINE Y. KIANFARD
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 9, 2026
Time: 10:30 a.m.
Dept.: 613

Complaint Filed: May 6, 2025
FAC Filed: June 30, 2025
SAC Filed: July 17, 2026
Trial Date: Not Set

1 **DECLARATION OF JASMINE Y. KIANFARD**

2 I, Jasmine Y. Kianfard, declare and state as follows:

3 1. I am an attorney duly licensed to practice law in all Courts of the State of California. I
4 am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Meika
5 Gaines (formerly known as Meika Ellison) (“Plaintiff”). I have personal knowledge of the facts
6 contained herein, and, if called to testify, I could and would competently do so.

7 **Experience and Adequacy of Blackstone Law, APC**

8 2. Blackstone Law, APC was started in February 2018, representing plaintiffs in
9 individual and representative employment litigation. The firm has grown exponentially over the past
10 eight-plus years, now maintaining over thirty highly pedigreed attorneys working on almost
11 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
12 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
13 complex general litigation matters. Below is a summary of the experience and qualifications of the
14 attorneys from Blackstone Law, APC who primarily have been responsible for the representation of
15 Plaintiff in connection with the resolution of the above-captioned matter.

16 3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
17 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
18 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published
19 several times in various small publications. Upon graduation, he was rehired by Freedman &
20 Taitelman, LLP as an associate and remained employed there from September 2008 through August
21 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,
22 ranging from employment, corporate, entertainment, and general business litigation matters, though
23 his primary area of expertise was employment, both single plaintiff and representative actions. On the
24 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
25 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
26 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
27 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
28 motions and pleadings, including dispositive and certification motions; strategized on all cases;

1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Schimmel is a 29-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. Jared C. Osborne joined Blackstone Law, APC from a highly reputable employment
9 law firm. He graduated from New York University with a Bachelor of Arts degree in 2009 and from
10 University of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020.
11 While at USC, he was an Executive Senior Editor on the Southern California Law Review and
12 graduated in the top 10% of his class. He was admitted to the State Bar of California in February
13 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment attorney
14 handling both individual and class action cases. He was most recently recognized as a 2025 Southern
15 California Rising Star by Super Lawyers.

16 7. Alexandra Rose joined Blackstone Law, APC also from a highly reputable employment
17 law firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree
18 in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted
19 to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey
20 in 2023. She is additionally licensed in all federal district courts of California. She manages the post-
21 settlement department at Blackstone Law, APC. In that capacity, she oversees and handles over 100
22 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement.

23 8. I recently joined Blackstone Law, APC. I received my Bachelor of Arts degree from
24 California State University, Fullerton in 2015, my Master of Journalism from University of Southern
25 California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler
26 School of Law in 2021. I was admitted to the State Bar of California in 2023.

27 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History of the Action

10. On May 6, 2025, Plaintiff filed a Class Action Complaint in the action entitled *Meika Ellison v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court Case No. CGC-25-625111 (“Action”), thereby commencing a putative class action against Defendant Geozoning, Inc. dba Health Sherpa (“Defendant”).

11. On June 30, 2025, Plaintiff filed a First Amended Class Action Complaint in the Action, which removed the cause of action for wages not timely paid during employment.

12. On March 11, 2026, Plaintiff and Defendant (together, the “Parties”) participated in a formal mediation conducted by Brandon McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

13. On May 7, 2026, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant. A true and correct copy of the May 7, 2026 notice is attached hereto as **Exhibit 2**. On July 13, 2026, Plaintiff provided an amended written notice to the LWDA and Defendant to update her legal name. A true and correct copy of the July 13, 2026 amended notice is attached hereto as **Exhibit 3**. Together, the May 7, 2026 notice and July 13, 2026 amended notice are referred to as the “PAGA Letter.”

14. On July 17, 2026, Plaintiff filed a Joint Stipulation to Amend Complaint; [Proposed] Order requesting leave to file a Second Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action to, *inter alia*, update Plaintiff’s legal name, add the previously removed cause of action for wages not timely paid during employment, and add a cause of action under PAGA against Defendant. The Operative Complaint alleges eleven (11) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to

1 provide compliant rest periods and premium payments in lieu thereof, failure to provide compliant
2 wage statements, failure to timely pay wages during employment and upon termination, failure to
3 reimburse necessary business expenses, and unlawful non-compete/non-solicitation agreements, for
4 violations of California Business & Professions Code Sections 16600, *et seq.* and 17200, *et seq.* based
5 on the aforementioned California Labor Code violations, and for civil penalties under PAGA based
6 on the aforementioned California Labor Code violations.

7 15. On July 31, 2026, the Parties executed the Joint Stipulation of Class Action and PAGA
8 Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
9 Agreement is attached hereto as **Exhibit 4**.

10 **Summary of the Terms of the Settlement Agreement**

11 16. For purposes of settlement only, the Parties have agreed that the Class shall be defined
12 as “all current and former hourly or non-exempt employees who worked for Defendant in the State of
13 California at any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is
14 defined as the period from May 6, 2021 through June 9, 2026. Based on information provided by
15 Defendant, it is estimated that there are a total of two hundred and forty-three (243) Class Members
16 who worked thirteen thousand two hundred eighty-seven (13,287) weeks for Defendant as hourly-paid
17 or non-exempt employees in California during the Class Period (“Workweeks”)¹.

18 17. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
19 Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Seventy-Five Thousand
20 Dollars and Zero Cents (\$675,000.00), exclusive of employer-side payroll taxes. The Gross
21 Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
22 allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-
23 third (1/3) of the Gross Settlement Amount (i.e., \$225,000.00 if the Gross Settlement Amount is
24 \$675,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Forty Thousand
25 Dollars and Zero Cents (\$40,000.00); (3) Settlement Administration Costs, not to exceed Nine
26 Thousand Dollars and Zero Cents (\$9,000.00); (4) Enhancement Payment in the amount of Seven
27

28 ¹ At the time of this filing, Defendant has represented that there are 13,287 Workweeks. Accordingly, the Escalator Clause
in Paragraph 17 of the Settlement Agreement has not been triggered.

Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Three Hundred Sixty-Six Thousand Five Hundred Dollars and Zero Cents (\$366,500.00). Additionally, 35% of the PAGA Amount (“PAGA Employee Amount”), which is \$9,450.00 out of \$27,000.00, will be fully distributed to “all current and former hourly or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period” (“PAGA Employee(s)”). The “PAGA Period” is defined as the period from May 7, 2025 through June 9, 2026.

18. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on their number of Workweeks. The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

19. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Periods”). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

20. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by

1 Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA
2 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
3 Form 1099 (if applicable) by the Settlement Administrator.

4 21. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
5 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
6 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
7 Agreement. No money will revert to Defendant.

8 22. Each Individual Settlement Payment and Individual PAGA Payment check will be
9 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
10 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
11 distributed by the Settlement Administrator to Wage Justice Center (the proposed *cy pres* recipient) in
12 accordance with California Code of Civil Procedure Section 384. The Parties and their counsel each
13 represent that they do not have any financial interest in, or otherwise have a relationship with, the
14 proposed *cy pres* recipient that could create a conflict of interest.

15 **The Settlement is Reasonable**

16 ***Informed Arms-Length Negotiations***

17 23. The Parties' settlement negotiations were at all times made at arm's-length and were
18 adversarial. The Settlement was reached following a full day of mediation with a highly respected
19 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
20 additional negotiations in order to finalize the long-form agreement presently before the Court.

21 24. The Parties engaged in extensive informal discovery prior to reaching a settlement.
22 Prior to mediation, Defendant produced a random sampling of putative class members' time and pay
23 data as well as Defendant's relevant wage and hour policies, and information regarding the total
24 number of putative class members, the number of current versus former employees, the total
25 workweeks worked by the putative class members, and the average rate of pay for the putative class
26 members.

27 25. This allowed Class Counsel to conduct an informed assessment and analysis of the
28 strengths and weaknesses of the claims and the potential class-wide damages.

26. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution.

Estimate of Potential Value of Claims

27. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure for the class claims to be approximately \$2,586,263, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$313,663 for meal period violations (less meal period premiums paid); \$801,149 for rest period violations; \$268,784 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$15,469 for unpaid overtime wages at the required regular rate of pay; \$66,989 for unpaid meal break premiums and sick pay at the required regular rate of pay; \$73,565 for unreimbursed business expenses; \$785,144 for waiting time penalties; and \$261,500 for wage statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of \$268,300 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$2,854,563 in damages.

Specific Risks Considered

28. Although the investigation and information discovered supports Plaintiff's contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

1 29. Class Counsel is aware of Defendant’s defenses and arguments and has also taken into
2 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
5 in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiff has also considered the Parties’ settlement discussions, as well as the evaluations
7 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

8 30. Defendant denied and continues to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in the Action, and further denies that class certification is
10 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
11 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff’s
12 claims. Defendant contended that Plaintiff’s claims are not suitable for class certification because
13 individual issues would predominate should this case go to trial. As with all class actions, these
14 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
15 that the Court may deny class certification.

16 31. For example, Plaintiff’s meal period claims, which were based on Defendant’s alleged
17 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
18 Plaintiff’s theory of liability for meal period violations was based on allegations that Defendant had
19 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
20 in the manner required under California law. Defendant contended that its policies and practices at all
21 times during the Class Period were lawful. Indeed, Plaintiff’s analysis revealed only a 26% violation
22 rate for purported unique meal period violations after offsetting for meal period premiums paid.
23 Defendant further argued that the rate of purported meal period violations reflected in the data would
24 require individualized inquiry and that such inquiry would prohibit a class from being certified. We
25 also had to consider the risk that the Court would find validity in the individualized proof defense to
26 certification of Plaintiff’s meal period claim.

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1 32. Accordingly, Class Counsel considered the risks of further litigating the case, including
2 the significant additional costs that will be incurred by both sides if the case did not settle as litigating
3 a class action through class certification, trial, and/or appeals is very expensive. Moreover, litigating
4 meal periods claims is inherently difficult as an employer's records, as the case here, do not usually
5 indicate when a meal period is interrupted. While Class Counsel disagreed with Defendant's
6 arguments and factual contentions, Class Counsel recognized the circumstances and realities of the
7 case, applicable case law and regulations, costs and expenses of further litigation and certification, and
8 risks of records, and applied appropriate discounts for them. Accordingly, Class Counsel determined
9 that a discount of 50% was appropriate to apply to the maximum potential value of this claim in order
10 to account for the risks associated with obtaining class certification, proving the underlying violations,
11 as well as the cost and delay in recovering the alleged potential damages. This process brought the
12 value of this claim closer to \$156,832, after which a discount of 50% was applied to account for the
13 risks associated with succeeding on the merits and establishing liability, bringing the value of this
14 claim closer to \$78,416.

15 33. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
16 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
17 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
18 required under California law. Additionally, this claim was even more uncertain given the difficulties
19 associated with proving the alleged rest period violations, as Defendant was not required to record
20 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
21 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
22 certainty, which made the estimated value of this claim subject to much challenge.

23 34. Accordingly, Class Counsel considered the risks of further litigating the case, including
24 the significant additional costs that will be incurred by both sides if the case did not settle, as litigating
25 a class action through class certification, trial, and/or appeals is very expensive. Moreover, litigating
26 rest period claims is inherently difficult as an employer's records, as is the case here, do not usually
27 indicate when a rest period is short, late, interrupted, or missed entirely. While Class Counsel
28 disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the

1 circumstances and realities of the case, applicable case law and regulations, the costs and expenses
2 associated with further litigation and certification, and risks to recovery, and applied appropriate
3 discounts for them. Accordingly, Class Counsel determined that a discount of 50% was appropriate
4 to apply to account for the risks associated with obtaining class certification, thereafter proving the
5 underlying violations, and the cost and delay in recovering the alleged potential damages, which
6 brought the value of this claim closer to \$400,575. Thereafter, a discount of 50% was applied to
7 account for the risks associated with succeeding on the merits and establishing liability, bringing the
8 value of this claim closer to \$200,288.

9 35. Plaintiff also faced challenges certifying and proving liability for her minimum wage
10 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
11 performed by the Class Members both before and after their shifts and during purported meal periods.
12 For example, Plaintiff reported that she and the other Class Members were required to respond to their
13 supervisors' questions when they were ostensibly clocked out on meal breaks. However, the
14 individualized nature of why this work was performed and the individualized nature of damages
15 presented substantial concerns regarding the manageability of the case and the risk the Court could
16 find these issues prevented certification, and the estimated damages for this claim were based on an
17 assumption that all Class Members worked off the clock for at least one hour per week.

18 36. The estimated exposure for this claim was based on a class having been certified and
19 Plaintiff having proven all elements of the overtime and minimum wage claims, despite risks
20 associated with obtaining and maintaining certification, risks to establish liability, and significant
21 additional costs that would have been incurred in order to certify a class and establish liability. Had
22 the Parties not settled, Plaintiff also faced the risk of the Court finding that individualized issues
23 predominate, such that class treatment is not suitable. While Class Counsel disagreed with
24 Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and
25 realities of the case, applicable case law and regulations, the costs and expenses of further litigation
26 and certification, and risks to recovery, and applied appropriate discounts for them. Accordingly,
27 Class Counsel determined that a discount of 50% was appropriate to apply to account for the risks
28 associated with obtaining class certification, thereafter proving the underlying violations, and the cost

1 and delay in recovering the alleged potential damages, bringing the value of this claim closer to
2 \$134,392. Thereafter, a discount of 50% was applied to account for the risks associated with
3 succeeding on the merits and establishing liability, bringing the value of this claim closer to \$67,196.

4 37. Plaintiff contended that Defendant failed to pay overtime compensation at the rate of
5 one and one-half times the regular rate of pay by failing to include all non-discretionary compensation
6 into the regular rate calculation when calculating overtime, meal period premiums, and sick pay.
7 However, Defendant contended that it paid all overtime compensation at the correct regular rate of
8 pay. The estimated exposure for this claim was based on a class having been certified and Plaintiff
9 having proven all elements of this claim, despite risks associated with obtaining and maintaining
10 certification, risks to establish liability, and significant additional costs that would have been incurred
11 in order to certify a class and establish liability. Had the Parties not settled, Plaintiff also faced the
12 risk of the Court finding that individualized issues predominate, such that class treatment is not
13 suitable. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class
14 Counsel recognized the circumstances and realities of the case, applicable case law and regulations,
15 the costs and expenses of further litigation and certification, and risks to recovery, and applied
16 appropriate discounts for them. Accordingly, Class Counsel determined that a discount of 50% was
17 appropriate to apply to account for the risks associated with obtaining class certification, thereafter
18 proving the underlying violations, and the cost and delay in recovering the alleged potential damages,
19 bringing the value of this claim closer to \$41,229. Thereafter, Class Counsel determined that a
20 discount of 50% was appropriate to apply to account for the risks associated with succeeding on the
21 merits and establishing liability, bringing the value of this claim closer to \$20,615.

22 38. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
23 Members for necessary business-related expenses, such as the purchase of home-office equipment for
24 work-related purposes. Defendant contended that it had a policy and practice of reimbursing
25 employees for necessary business-related expenses. Defendant further contended that, with respect to
26 the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement
27 from Defendant, it did not know and had no reason to know that alleged business-related expenses had
28 been incurred. Defendant further contended that the reason for why a Class Member undertook certain

1 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
2 would raise individual issues that could not be certified.

3 39. Class Counsel also took into consideration that, not only would it have to be established
4 that expenses were incurred, but also that nature of the expenses were such that Defendant was
5 required to reimburse them. While Class Counsel disagreed with Defendant's arguments and factual
6 contentions, Class Counsel considered Defendant's arguments, applicable case law and regulations,
7 the costs and expenses associated with further litigation and certification, the circumstances and
8 realities of the case, and risks to recovery and applied appropriate discounts for them. Accordingly,
9 Class Counsel determined that a discount of 50% was appropriate to apply to account for the risk
10 associated with obtaining class certification, thereafter proving the underlying violations, and the cost
11 and delay in recovering the alleged potential damages, bringing the value of this claim closer to
12 \$36,789. Thereafter, a discount of 50% was applied to account for the risks associated with succeeding
13 on the merits and establishing liability, bringing the value of this claim closer to \$18,395.

14 40. There are also substantial risks associated with Plaintiff's waiting time penalties and
15 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
16 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
17 certification was denied on those underlying claims, these derivative claims for penalties would also
18 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
19 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
20 Wage statement claims have also seen varying treatment at the appellate level because such claims
21 have an element of discretion attached to them rather than a pure calculation of damages after liability
22 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
23 estimated liability, were therefore uncertain.

24 41. Class Counsel took into consideration the chances of prevailing on each of the
25 underlying causes of action, the derivative nature of these claims, as well as the additional hurdles of
26 prevailing on the claim for waiting-time penalties, including the inherent difficulty in proving the
27 "willful" prong of section 203, applicable case law, costs and expenses associated with further
28 litigation and certification, the circumstances and realities of the case, and risks to recovery, and

1 applied appropriate discounts for them. Accordingly, for the reasons state above, Class Counsel
2 determined that, for the waiting time penalties claim, a discount of 50% was appropriate to apply to
3 account for the risk associated with obtaining class certification, thereafter proving the underlying
4 violations, and the cost and delay in recovering the alleged potential damages, bringing the value of
5 this claim closer to \$392,572. Thereafter, a discount of 50% was applied to account for the risks
6 associated with succeeding on the merits and establishing liability, bringing the value of these claims
7 closer to \$196,286. Additionally, for the wage statement claim, Class Counsel determined that a
8 discount of 50% was appropriate to apply to account for the risk associated with obtaining class
9 certification, thereafter proving the underlying violations, and the cost and delay in recovering the
10 alleged potential damages, bringing the value of this claim closer to \$130,750. Thereafter, a discount
11 of 50% was applied to account for the risks associated with succeeding on the merits and establishing
12 liability, bringing the value of these claims closer to \$65,375.

13 42. Plaintiff also contended that Defendant maintained unlawful non-compete and/or non-
14 solicitation agreements that restricted Class Members' ability to seek and obtain other employment.
15 However, Defendant disputed liability and contended that the challenged agreements were not
16 unlawful and that Plaintiff's theory presented significant challenges to certification, liability, and proof
17 on a class-wide basis. Defendant further contended that any alleged impact on Class Members would
18 require individualized inquiries, including as to whether and how the challenged agreements affected
19 any particular Class Member. Class Counsel took into consideration that the primary relief available
20 for this claim was injunctive in nature, rather than a readily calculable monetary recovery.

21 43. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
22 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
23 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
24 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
25 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
26 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
27 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
28 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would

1 substantially delay any recovery by the Class.

2 44. Class Counsel also separately contemplated the risks of proceeding with the PAGA
3 claims and potential liability Defendant could face from these claims as part of the global resolution.
4 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
5 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
6 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
7 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
8 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
9 Class Counsel also anticipated that Defendant would argue that the violations per pay period were
10 low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact
11 that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to
12 facilitate enforcement of California's labor laws by financing state activities and educating and
13 deterring non-compliance.

14 45. The potential value of this claim was estimated to be \$268,300 (non-stacked, i.e., one
15 penalty per employee, per pay period, during the PAGA statutory period). Again, a 50% discount was
16 applied to account for the risks associated with proving the underlying violations and the cost and
17 delay in recovering the alleged potential penalties, bringing the value of this claim closer to \$134,150.
18 A second discount of 50% was applied to account for the risks associated with succeeding on the
19 merits and establishing liability, bringing the value of this claim closer to \$67,075.

20 46. Therefore, Class Counsel estimated that the potential value to be recovered if Plaintiff
21 was successful at trial on all of the claims, prior to applying any adjustments for the risks Plaintiff
22 faced in certifying her claims and then succeeding on those claims post-certification, is \$2,854,563.
23 The total value that could reasonably be expected to be awarded at trial, after taking into account the
24 risks faced in prevailing on certification and substantively thereafter is \$713,646. Seen in this light,
25 the Gross Settlement Amount of \$675,000 represents 23.65% of the potential undiscounted maximum
26 value and 95.58% of the risk-adjusted value of these claims. Below is a chart summarizing each claim:

27 ///

28 ///

Claim	Maximum Value of Claim	Discounted Value of Claim
Meal Period Violations	\$313,663	\$78,416
Rest Period Violations	\$801,149	\$200,288
Unpaid Off-the-Clock Work	\$268,784	\$67,196
Regular Rate	\$82,458	\$20,615
Unreimbursed Business Expenses	\$73,565	\$18,395
Waiting Time Penalties	\$785,144	\$196,286
Waiting Statement Penalties	\$261,500	\$65,375
PAGA	\$268,300	\$67,075
Maximum Exposure	\$2,854,563	\$713,646

47. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Enhancement Payment

48. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Meika Gaines. This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

49. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$225,000.00 if the Gross Settlement Amount is \$675,000.00) and actual litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

50. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or upon appeal.

51. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

52. As of the date of this filing, Class Counsel's actual litigation costs and expenses amount to Thirty-Two Thousand Eight Hundred Twenty-Two Dollars and Ninety-Four Cents (32,822.94). A true and correct itemized list of Blackstone Law, APC's current litigation costs and expenses is attached hereto as **Exhibit 5**. Class Counsel estimates that any future costs will be under approximately One Thousand Dollars and Zero Cents (\$1,000.00), however Class Counsel will provide an updated itemized accounting report at the Motion for Final Approval and will adjust any requests for costs accordingly.

Notice to the Class

53. The Parties have agreed to retain Apex Class Action LLC (“Apex” or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Settlement Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit

1 necessary taxes and withholdings with respect to the wages portion of the Individual Settlement
2 Shares; will prepare and submit informational and other tax filings and documents; will issue and
3 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
4 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks
5 to the PAGA Employees; and perform any other usual and customary duties for administering a class
6 action settlement.

7 54. I am not aware of an alternative method of providing notice to the Class which would
8 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
9 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
10 method, skip tracing will be performed, if necessary.

11 ***Notice of Settlement to the LWDA***

12 55. In accordance with California Labor Code section 2699(s)(2), on July 31, 2026, a copy
13 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's
14 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
15 as **Exhibit 6**.

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

18 Executed on **July 31, 2026**, at Los Angeles, California.

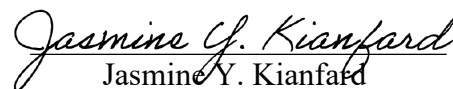
19 
20 Jasmine Y. Kianfard

EXHIBIT 1

- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court,

Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in

settlement of representative wage and hour action pursuant to PAGA.

- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association

with other counsel, in final settlement of wage and hour class and PAGA action.

- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour

action pursuant to PAGA.

- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior

Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles

County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

May 7, 2026

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Meika Ellison Gaines v. HealthSherpa, et. al.*

To Whom It May Concern:

This office represents Meika Ellison Gaines (“Claimant”) with respect to their claims under the California Labor Code against HealthSherpa, *et. al.* (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately August 2021 to December 2021 as non-exempt, hourly-paid employee. Claimant worked as a Customer Service Representative and was based out of Employers’ facility located at 548 Brannan Suite 310, San Francisco, CA 94107.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 245-249, including 246(i) and 246.5, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO TIMELY PAY ALL ACCRUED VACATION WAGES

Labor Code § 227.3 requires employers to pay separating employees all accrued vacation pay. "The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested, the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the statute requires that an employee be paid in wages for a pro rata share of his vacation pay." *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 784. Under California law, vacation plans may not have a use-it-or-lose-it forfeiture

policy.

Henry v. Amrol (1990) 222 Cal.App.3d Supp. 1.

During the relevant time period, Employers failed to compensate Claimant and the Aggrieved Employees with all vested vacation time as wages including upon separation in violation of California Labor Code section 227.3.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203; interest; injunctive relief; and attorneys' fees and costs.

6. VIOLATIONS REGARDING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

“An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.”

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Claimant and Aggrieved Employees requested use of accrued sick leave but were improperly denied permission to use accrued sick leave hours and were instead counted as absent without pay if they attempted to use them. Employers' sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

9. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with

the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

10. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

11. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code

section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Jasmine Y. Kianfard
Jasmine Y. Kianfard, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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EXHIBIT 3

July 13, 2026

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Meika Gaines (formerly known as Meika Ellison) v. HealthSherpa, et. al.*

To Whom It May Concern:

This office represents Meika Gaines (formerly known as Meika Ellison) (“Claimant”) with respect to their claims under the California Labor Code against HealthSherpa, *et. al.* (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

This amended notice is submitted to update Claimant’s legal name to Meika Gaines (formerly known as Meika Ellison).

Employers employed Claimant from approximately August 2021 to December 2021 as non-exempt, hourly-paid employee. Claimant worked as a Customer Service Representative and was based out of Employers’ facility located at 548 Brannan Suite 310, San Francisco, CA 94107.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 245-249, including 246(i) and 246.5, 510, 512(a), 1174(d), 1194,

1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee’s regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee’s regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable

IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal

periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6)

Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO TIMELY PAY ALL ACCRUED VACATION WAGES

Labor Code § 227.3 requires employers to pay separating employees all accrued vacation pay. "The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested, the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the statute requires that an employee be

paid in wages for a pro rata share of his vacation pay.” *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 784. Under California law, vacation plans may not have a use-it-or-lose-it forfeiture policy.

Henry v. Amrol (1990) 222 Cal.App.3d Supp. 1.

During the relevant time period, Employers failed to compensate Claimant and the Aggrieved Employees with all vested vacation time as wages including upon separation in violation of California Labor Code section 227.3.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203; interest; injunctive relief; and attorneys’ fees and costs.

6. VIOLATIONS REGARDING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

“An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Claimant and Aggrieved Employees requested use of accrued sick leave but were improperly denied permission to use accrued sick leave hours and were instead counted as absent without pay if they attempted to use them. Employers’ sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys’ fees and costs.

7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

9. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the

discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

10. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

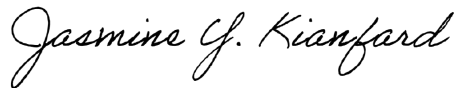
11. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



Jasmine Y. Kianfard, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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EXHIBIT 4

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Meika Ellison Gaines (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Geozoning, Inc. dba HealthSherpa (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On May 6, 2025, Plaintiff filed a Class Action Complaint in the action entitled *Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court Case No. CGC-25-625111 (“Action”), thereby commencing a putative class action against Defendant.

2. On June 30, 2025, Plaintiff filed a First Amended Class Action Complaint in the Action.

3. On May 7, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

4. The Parties agree that Plaintiff will file a Second Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which will, *inter alia*, add a cause of action under the Private Attorney’s General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

5. The Operative Complaint alleges eleven (11) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant

1 rest periods and premium payments in lieu thereof, failure to provide compliant wage statements,
2 failure to timely pay wages during employment and upon termination, failure to reimburse necessary
3 business expenses, and unlawful non-compete/non-solicitation agreements, for violations of
4 California Business & Professions Code Sections 16600, *et seq.* and 17200, *et seq.* based on the
5 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
6 aforementioned California Labor Code violations.

7
8 6. Defendant adamantly denies all material allegations set forth in the Action and has
9 asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
10 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
11 Released PAGA Claims (as defined herein).

12 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
13 including any and all applicable defenses and the applicable law. The investigation included, *inter*
14 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
15 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
16 merits of the claims and contentions of the Parties.
17

18 8. On March 11, 2026, the Parties participated in mediation with Brandon McKelvey,
19 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
20 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
21 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
22 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
23 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
24 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
25 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
26 Class Members, State of California, and PAGA Employees in light of all known facts and
27 circumstances, including the risk of significant delay and uncertainty associated with litigation and
28

various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 13.

b. "Class" or "Class Member(s)" means all current and former hourly or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Jared C. Osborne, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) Workweeks worked for Defendant during the Class Period; and (5) Pay Periods worked for Defendant during the PAGA Period.

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e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A.**”

f. “Class Period” means the period from May 6, 2021 through June 9, 2026, subject to Paragraph 17.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of San Francisco.

i. “Defendant’s Counsel” means Hieu T. Williams, Michelle C. Freeman, and Anna G. Barker of Hirschfeld Kraemer LLP.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, and telephone number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

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1 l. “Employer Taxes” means the employer’s share of taxes and contributions in
2 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
3 in addition to the Gross Settlement Amount.

4 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
5 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
6 Employees, and general release of claims, as set forth in Paragraph 14.

7 n. “Final Approval” means the determination by the Court that the Settlement is
8 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.
9

10 o. “Final Approval Hearing” means the hearing at which the Court will consider
11 and determine whether the Settlement should be granted Final Approval.

12 p. “Final Approval Order and Judgment” means the order granting final approval
13 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
14 Parties, and subject to approval by the Court.

15 q. “Gross Settlement Amount” means the amount Six Hundred Seventy-Five
16 Thousand Dollars and Zero Cents (\$675,000.00) to be paid by Defendant in full satisfaction of the
17 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
18 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
19 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
20 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
21 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
22 Settlement Amount may be subject to increase, as provided in Paragraph 17.
23

24 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
25 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
26 calculated in accordance with Paragraph 19.
27

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s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 18.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

u. “LWDA Payment” means the amount of Seventeen Thousand Five Hundred Fifty Dollars and Zero Cents (\$17,550.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$17,550.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$9,450.00, will be distributed to the PAGA

Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employee(s)” means all current and former hourly or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

z. “PAGA Employee Amount” means the amount of means the amount of Nine Thousand Four Hundred Fifty Dollars (\$9,450.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. “PAGA Period” means the period May 7, 2025 through June 9, 2026, subject to Paragraph 17.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as an hourly or non-exempt employee in California during the PAGA Period. An employee will be considered to have worked a pay period if the employee worked at least one day during the pay period.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ee. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. “Released Class Claims” means any and all claims and damages alleged or could have been alleged arising from any of the facts alleged, or that could have been alleged, in the Operative Complaint during the Class Period, including Defendant’s alleged violations of the California Labor Code and California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, failure to pay all regular rate wages due (including sick leave pay), failure to provide meal and rest periods and associated premium payments, untimely

1 pay of wages during employment and upon termination, failure to pay sick or vacation pay, inaccurate
2 wage statements, failure to maintain complete and accurate payroll records, failure to reimburse for
3 necessary business expenses, and unlawful non-compete and non-solicitation agreements.

4 gg. "Released PAGA Claims" means any and all claims for civil penalties under
5 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.* alleged or
6 could have been alleged arising from any of the facts alleged, or that could have been alleged, in the
7 Operative Complaint and PAGA Letter during the PAGA Period, including Defendant's alleged
8 violations of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages,
9 failure to pay all regular rate wages due (including sick leave pay), failure to provide meal and rest
10 periods and associated premium payments, untimely pay of wages during employment and upon
11 termination, failure to pay sick or vacation pay, inaccurate wage statements, failure to maintain
12 complete and accurate payroll records, and failure to reimburse for necessary business expenses in
13 violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512(a),
14 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
15 including *inter alia*, Wage Order 4-2001.
16

17
18 hh. "Released Parties" means Defendant and its current and former officers,
19 directors, attorneys, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors,
20 and assigns.

21 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
22 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
23 of the Action; (b) contain the Class Member's full name, signature, address, and telephone number;
24 (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d)
25 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
26 the Response Deadline.
27

28 ///

1 jj. “Response Deadline” means the deadline by which Class Members must submit
2 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
3 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
4 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
5 Deadline will be extended to the next day on which the United States Postal service is open. The
6 Response Deadline may also be extended by express agreement between Class Counsel and
7 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
8 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
9 Response Deadline.
10

11 kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-
12 party class action settlement administrator agreed to by the Parties and approved by the Court for
13 purposes of administering the Settlement. The Parties and their counsel each represent that they do
14 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
15 the Settlement Administrator that could create a conflict of interest.
16

17 ll. “Settlement Administration Costs” means the costs payable from the Gross
18 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
19 Paragraph 16.

20 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
21 who do not submit a timely and valid Request for Exclusion.

22 nn. “Workweeks” means the number of weeks each Class Member worked for
23 Defendant as an hourly or non-exempt employee in California during the Class Period. An employee
24 will be considered to have worked a workweek if the employee worked at least one day during the
25 workweek.
26

27 **CLASS CERTIFICATION**

28 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the

1 Class.

2 12. The Parties agree that certification for the purpose of settlement is not an admission
3 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
4 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
5 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
6 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
7 non-settlement context.

8
9 **TERMS OF THE AGREEMENT**

10 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
11 forth herein, the Parties agree, subject to the Court's approval, as follows:

12 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
13 or motion by Class Counsel for attorneys' fees in the amount up to up to one-third (1/3) of the Gross
14 Settlement Amount (i.e., \$225,000.00 if the Gross Settlement Amount is \$675,000.00) and
15 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
16 of the Action, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both
17 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
18 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
19 Action, including without limitation all work performed and costs incurred to date, and all work to be
20 performed and all costs to be incurred in connection with obtaining the Court's approval of this
21 Settlement Agreement, including any objections raised and any appeals necessitated by those
22 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
23 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
24 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
25 portion of the requested Attorneys' Fees and Costs that are not awarded by the Court to Class Counsel
26 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
27
28

1 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
2 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
3 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
4 Settlement Amount, subject to Court approval, will be in addition to any other payments that Plaintiff
5 is entitled to under the Settlement. Plaintiff shall be solely and legally responsible for correctly
6 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
7 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment.
8 Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall
9 be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
10

11 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) shall be allocated from the Gross
13 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
14 Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$17,550.00, will
15 be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$9,450.00, will be
16 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
17 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
18 Individual PAGA Payments).
19

20 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
22 which is currently estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These
23 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
24 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
25 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
26 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
27 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
28

requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 14,000 Workweeks during the Class Period. If the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 14,000 by more than 10% (i.e., if the Workweeks exceed 15,400), then either the Gross Settlement Amount will be increased by the same proportion, or Defendant, at its sole discretion, may elect to cut off the Class Period and PAGA Period as of the date the Workweeks do not exceed 15,400. For example, if the Workweeks are 11% larger than 14,000 Workweeks, Defendant may choose: (1) the Gross Settlement Amount to be increased by 1% based on a *pro rata* basis; or 2) the Class Period and PAGA Period will end on the date in which the Workweeks do not exceed 15,400 Workweeks. If the Court does not approve this provision, the Parties will agree to a standard escalator clause provision.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

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b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class Member’s final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest, will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement

1 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
2 taxes and other legally required withholdings to the appropriate government authorities.

3 22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
4 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
5 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
6 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
7 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
8 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
9 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
10 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
11 Members, and PAGA Employees should consult with their tax advisors concerning the tax
12 consequences of any payment they receive under the Settlement.
13

14 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
16 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
18 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
20 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
23 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
24 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
25 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
26 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
27
28

1 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
2 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
3 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
4 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
6 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
7 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
8 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
9 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
10 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.
11

12 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
13 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
14 are issued to the payee. It is expressly understood and agreed that payments made under this
15 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
16 to additional compensation or benefits under any new or additional compensation or benefits, or any
17 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
18 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
19 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
20 any contrary language or agreement in any benefit or compensation plan document that might have
21 been in effect during the Class Period).
22

23 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
24 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
25 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
26 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
27 draft of the preliminary approval motion seven (7) calendar days before filing it with the Court.
28

Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

- a. Within ten (10) business days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

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b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. Defendant shall also have the opportunity to provide relevant documentation related to the dispute. If a Class Member produces information and/or documents contrary to Defendant's evidence and documentation, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-

1 appealable.

2 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
3 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
6 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
7 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
8 submitted, and also identify the individuals who have submitted a timely and valid Request for
9 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
10 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
11 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
12 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
13 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
14 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
15 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
16 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
17 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
18 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
19 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
20 submit a Request for Exclusion.

23 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
24 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
25 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
27 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
28

Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection and without any prior notice. If the Settlement Administrator receives both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

32. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweek and/or Pay Period Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

1 34. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to
3 the Court and counsel for all Parties.

4 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
9 Approval Hearing will not be held earlier than thirty (30) days after the Response Deadline. Plaintiff
10 and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
12 seven (7) calendar days before filing it with the Court. By way of said motion, Plaintiff will apply for
13 the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the
14 following:
15

16 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
17 consummation of its terms and provisions;
18

19 b. Certification of the Settlement Class;

20 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

21 d. Approval of the application for Enhancement Payment to Plaintiff;

22 e. Directing Defendant to fund all amounts due under the Settlement Agreement
23 and ordered by the Court; and
24

25 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
26 conformity with California Rules of Court 3.769 and the Settlement Agreement.

27 36. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after
28 the Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a

1 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et*
2 *seq.*, to be established by the Settlement Administrator. Defendant shall provide all information
3 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official
4 name, 8-digit state unemployment insurance tax ID number, and other information requested by the
5 Settlement Administrator, no later than five (5) business days after the Effective Date.

6 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
7 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
8 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
9 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class
10 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
11 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
12 timely forward these to the appropriate government authorities.

13 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
14 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
15 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
16 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
17 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
18 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
19 Members and PAGA Employees are not required to submit a claim to be issued an Individual
20 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
21 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
22 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
23 associated with such canceled checks shall be distributed by the Settlement Administrator to Wage
24 Justice Center (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure
25 Section 384. The Parties and their counsel each represent that they do not have any financial interest
26
27
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1 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
 2 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
 3 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
 4 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the
 5 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts
 6 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or
 7 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be
 8 transmitted to Wage Justice Center. Settlement Class Members whose Individual Settlement Payment
 9 checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees
 10 whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
 11 Settlement.
 12 Settlement.

13 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
 14 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
 15 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
 16 Released Class Claims.
 17 Released Class Claims.

18 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
 19 Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have fully, finally, and
 20 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
 21 Released PAGA Claims. PAGA Employees will be subject to claim preclusion regarding the Released
 22 PAGA Claims.
 23 PAGA Claims.

24 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
 25 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully,
 26 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
 27 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
 28 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or

1 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
2 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
3 of the Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
4 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
5 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
6 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
7 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil
8 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
9 follows:
10

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
12 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
13 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
14 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
15 **THE DEBTOR OR RELEASED PARTY.**
16

17 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
18 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
19 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
20 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
21 Class will be required.

22 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
23 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
24 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
26 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
27 Settlement Agreement.
28

1 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
2 Settlement Agreement shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and
4 no Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the Settlement has been terminated;

9 c. The Preliminary Approval Order and Final Approval Order and Judgment,
10 including any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements, and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever; and

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
20 likewise be treated as void from the beginning.

21 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
24 of action or right herein released and discharged.

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1 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
2 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
8 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
9 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
10 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
11 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
12 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
13 Agreement.

14 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
15 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
16 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
17 Approval Hearing to be conducted by the Court.

18 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
19 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
20 except by written agreement signed by counsel for all Parties. After the filing of the motion for
21 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
22 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
23 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
24 constitute a waiver of any other provision.

25 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
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1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement
5 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
6 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
7 confidentiality provisions that otherwise might apply under state or federal law.

8 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
9 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
10 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
11 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
12 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
13 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
14 Member and PAGA Employee.

15 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
18 hereto will be governed by and interpreted according to the laws of the State of California.

19 54. Execution and Counterparts. This Settlement Agreement is subject only to the
20 execution of all Parties. However, this Settlement Agreement may be executed in one or more
21 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
22 copies of the signature page, will be deemed to be one and the same instrument.

23 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
25 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
26 account all relevant factors, present and potential. The Parties further acknowledge that they are each
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represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

56. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

57. No Publicity. Neither Plaintiff nor Class Counsel will publicize this Settlement by name (i.e., identifying (i) Defendant by name, (ii) its industry (health care/insurance), or (iii) location) whether through a press release, posting on counsels' website, social media, or any other public means. Nothing in this provision is intended to prevent Plaintiff from discussing this Settlement with her spouse, attorneys, or tax advisors. Nothing in this provision is intended to prevent Class Counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Class Counsel to communicate with putative class members in this case or the Court in which the Action is pending. Nothing in this provision is intended to prevent Plaintiff from making any and all disclosures to the LWDA.

58. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, in connection with any enforcement actions.

///

1 59. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
3 to implement the Settlement.

4 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
5 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
6 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
7 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
8 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
9 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
10 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
11 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
12 construed as an admission or concession by Defendant of any such violations or failures to comply
13 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
14 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
15 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
16 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
17 federal, state, local, or other applicable law.

18 61. Captions. The captions and paragraph numbers in this Settlement Agreement are
19 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
20 intent of the provisions of this Settlement Agreement.

21 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
22 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
23 construed more strictly against one Party than another merely by virtue of the fact that it may have
24 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
25 negotiations between the Parties, all Parties have contributed equally to the preparation of this
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Settlement Agreement.

63. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

64. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

65. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Miriam L. Schimmel

mschimmel@blackstonepc.com

Joana Fang

jfang@blackstonepc.com

Jared C. Osborne

josborne@blackstonepc.com

Alexandra Rose

arose@blackstonepce.com

Jasmine Y. Kianfard

jkianfard@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Hieu T. Williams

hwilliams@hkemploymentlaw.com

Michelle C. Freeman

mfreeman@hkemploymentlaw.com Anna G. Barker

abarker@hkemploymentlaw.com

HIRSCHFELD KRAEMER LLP

456 Montgomery Street, Suite 2200

San Francisco, California 94104

Tel: (415) 835-9000 / Fax: (415) 834-0443

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF MEIKA ELLISON GAINES

Dated: 07/28/2026

Meika Ellison Gaines
Plaintiff Meika Ellison Gaines

**DEFENDANT GEOZONING, INC.
DBA HEALTHSHERPA**

Dated: 7/31/2026

Signed by:
George Kalogeropoulos
11F6125C037F41F...

Full Name: George Kalogeropoulos

Title: CEO

On behalf of Defendant
Geozoning, Inc. dba HealthSherpa

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa **Superior Court of California for the County of San Francisco, Case No. CGC-25-625111**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Meika Ellison Gaines ("Plaintiff") and Defendant Geozoning, Inc. dba HealthSherpa ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court, Case No. CGC-25-625111 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from May 6, 2021 through June 9, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from May 7, 2025 through June 9, 2026.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On May 6, 2025, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On June 30, 2025, Plaintiff filed a First Amended Class Action Complaint in the Action. On May 7, 2026, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On July 17, 2026, Plaintiff filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant adamantly denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Meika Ellison Gaines as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Jared C. Osborne
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees whatsoever. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$225,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$17,550.00) (“LWDA Payment”) and the remaining 35% (\$9,450.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated

Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From May 6, 2021 through June 9, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From [REDACTED] through June 9, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court Case No. CGC-25-625111); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA

Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have released the Released Parties of all Released Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees will be deemed to have released the Released Parties of all Released PAGA Claims.

“Released Claims” means any and all claims and damages alleged or could have been alleged arising from any of the facts alleged, or that could have been alleged, in the Operative Complaint during the Class Period, including Defendant’s alleged violations of the California Labor Code and California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, failure to pay all regular rate wages due (including sick leave pay), failure to provide meal and rest periods and associated premium payments, untimely pay of wages during employment and upon termination, failure to pay sick or vacation pay, inaccurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse for necessary business expenses, and unlawful non-compete and non-solicitation agreements.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.* alleged or could have been alleged arising from any of the facts alleged, or that could have been alleged, in the Operative Complaint and PAGA Letter during the PAGA Period, including Defendant’s alleged violations of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages, failure to pay all regular rate wages due (including sick leave pay), failure to provide meal and rest periods and associated premium payments, untimely pay of wages during employment and upon termination, failure to pay sick or vacation pay, inaccurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse for necessary business expenses.

“Released Parties” means Defendant and its current and former officers, directors, attorneys, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$225,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to any other payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court Case No. CGC-25-625111); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa*, San Francisco County Superior Court Case No. CGC-25-625111); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for free by visiting The Civic Center Clerk's Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94102, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Civil Case Query and typing in the Court Case Number "CGC-25-625111." **The Court's website is free to use.**

You may also visit the Settlement Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 5

		Meika Ellison Gaines v. Geozoning, Inc. dba HealthSherpa	
Date	Type of Expense	Description of Expense	Amount
11/11/2024	Mailing	Mailing Cost: Welcome Package to Plaintiff Meika Ellison (First Class Mail)	\$1.77
11/11/2024	Mailing	Mailing Cost: Welcome Package to Jonathon Naquin (First Class Mail)	\$1.77
11/11/2024	Mailing	Mailing Cost: Welcome Package to Angel Ortiz (First Class Mail)	\$1.77
11/11/2024	Mailing	Mailing Cost: Welcome Package to Varun Paul (First Class Mail)	\$1.77
11/12/2024	Mailing	Mailing Cost: Plaintiff Meika Ellison's Record Request to Defendant Geozoning, Inc. at P.O. Box Address (Certified Mail)	\$9.64
11/12/2024	Mailing	Mailing Cost: Plaintiff Meika Ellison's Record Request to Defendant Geozoning, Inc. at 19th Street Address (Certified Mail)	\$9.64
5/7/2025	Filing	Fee to Steno: Complaint Packet (CLASS Filing)	\$1,997.20
5/15/2025	Filing/Service	Fee to Steno: Service of Process to Geozoning, Inc. dba HealthSherpa (CLASS Filing)	\$136.50
6/10/2025	Filing/Service	Payment to Vendor – Service of Process to Geozoning, Inc. dba HealthSherpa	\$145.00
7/1/2025	Filing	Fee to Steno: First Amended Complaint (CLASS Filing)	\$59.95
7/2/2025	Filing	Fee to Steno: Application for Approval of Complex Litigation Designation (CLASS Filing)	\$140.95
10/10/2025	Filing	Fee to Steno: Plaintiff's Notice of Posting of Jury Fees (CLASS Filing)	\$59.95
10/10/2025	Filing	Fee to Steno: Plaintiff's Notice of Posting of Jury Fees (CLASS Filing)	\$202.50
11/3/2025	Other	Payment to M Resolution – Mediation	\$14,000.00
11/19/2025	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Joint Initial Case Management Statement (CLASS Filing)	\$175.00
11/19/2025	Filing	Fee to Steno: Joint Initial Case Management Statement (CLASS Filing)	\$59.95
11/21/2025	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Joint Initial Case Management Statement (CLASS Filing)	\$99.95
12/2/2025	Mailing	Mailing Cost: Check to File & ServeXpress (First Class Mail)	\$0.74
12/2/2025	Other	Payment to File & ServeXpress – Invoice Payment	\$44.15
3/30/2026	Other	Payment to Berger Consulting Group – Damage Analysis	\$13,632.50
4/15/2026	Other	Case Investigation Costs	\$509.20
5/7/2026	Filing	Payment to LWDA – Initial PAGA Notice Filing Fee	\$75.00
6/16/2026	Filing/Service	Payment to File & ServeXpress – Joint Stipulation to Continue Motion for Preliminary Approval Hearing and Filing Deadline; Proposed Order	\$80.54
7/16/2026	Other	Payment to Berger Consulting Group	\$1,377.50
		TOTAL:	\$32,822.94

EXHIBIT 6



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 7/31/2026 10:48 AM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

07/31/2026 10:47:45 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/31/2026 10:47:45 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1175957-26

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>