

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 CURTIS P. DAVIS, SBN 323353
E-Mail curtis@dombrauchwerger.com
4 AUDREY A. JORGENSEN, SBN 353898
E-Mail audrey@dombrauchwerger.com
5 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
6 Pasadena, California 91106
Telephone: (213) 537-9225
7

8 Attorneys for Plaintiff
Gerardo Tovar, and the Proposed Class
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 Gerardo Tovar, individually and on behalf
of others similarly situated, and on behalf
13 of other aggrieved employees pursuant to
the Private Attorneys General Act,

14 Plaintiff,

15 vs.

16 Optima Family Services, Inc., a California
corporation; and DOES 1 through 50,
17 inclusive,

18 Defendants.
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Case No.: 24STCV22183

**DECLARATION OF DEVIN E.
RAUCHWERGER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Information:

Date: December 2, 2026
Time: 2:00 PM
Dept.: 10
Judge: Hon. William F. Highberger

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1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP (“Class Counsel”) attorneys of record for Plaintiff Gerardo Tovar (“Plaintiff” or “Class Representative”) and the proposed settlement class (the “Class”) in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”).

3. Defendant Optima Family Services, Inc., provides in-home early intervention and applied behavior analysis (“ABA”) services to children and their families, including interactive infant stimulation, early therapeutic services, and behavioral services.

5. On June 4, 2026, Plaintiff submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code. On June 30, 2026, the Parties submitted a joint stipulation for Plaintiff to file a First Amended Complaint adding a PAGA cause of action. On July 2, 2026, the Court granted the stipulation, and Plaintiff filed the

1 First Amended Complaint that same day (“Operative Complaint”).

2 6. The Parties conducted mediation-related discovery and Defendant produced
3 thousands of pages of relevant documents and data in this action, including a large sampling of
4 the time sheets and payroll records for the Class. Further, the Parties held numerous meetings and
5 informal conferences prior to the mediation wherein they exchanged information, additional class
6 data, and theories of the case.

7 7. The Parties participated in a full-day mediation with the Hon. Jeff Winikow (Ret.).
8 The Parties agreed to use Judge Winikow based on his excellent skills and experience as a judge
9 and mediator in wage-and-hour class actions such as this one. After contentious and lengthy
10 negotiations, the Parties were not able to resolve the case at mediation, but the Parties continued
11 with their litigation and settlement efforts. For example, Plaintiff was preparing to file a motion
12 to amend the complaint and also propounded written discovery requests. Ultimately, the parties
13 ended up agreeing to settlement the matter for \$750,000.00, with the understanding that Defendant
14 would need to pay over time given Defendant’s financial situation. After the Parties reached a
15 settlement, the Parties negotiated a Memorandum of Understanding which led to negotiating and
16 executing the long-form Settlement Agreement.

17 8. I anticipate very few persons wishing to object to or opt out of the Settlement, and
18 any objections or opt outs would likely be the result of unique issues associated with the individual
19 seeking to opt-out.

20 9. I am unaware of any similar class, representative, or other collective actions in any
21 other court in this or any other jurisdiction.

22 10. I believe that the settlement with Defendant for the consideration and on the terms
23 set forth in the Settlement Agreement is fair, reasonable, adequate and is in the best interest of the
24 Class in light of all known risks, facts and circumstances. These risks include: the risk of
25 significant delay in class members receiving any type of funds, particularly if the Defendant were
26 to declare bankruptcy; the prospect of Defendant obtaining releases from putative class members;
27 and the potential for the Court to reduce PAGA penalties.

28 11. The key data points upon which I relied in analyzing Defendant’s potential

exposure are listed as follows:

- Total Class Size: Approximately 619 individuals.
- Total number of Workweeks for the Class between August 29, 2020 through the present: Approximately 41,902.
- Total Former Employees within 3-year SOL: Approximately 260.
- Total Aggrieved Employees: 361.
- Total number of pay periods worked by Aggrieved Employees from August 29, 2023 through the present: approximately 10,071 pay periods.
- Average Regular Rate: \$23.62 per hour.

12. Plaintiff alleges that Defendant's uniform policies and practices regularly required the Class Members to work off the clock, for which they were not paid, due to Defendant's policy requiring employees to round their time to the nearest quarter hour, while also insisting that employees ensure they arrive to work on time.

13. To determine Defendant's reasonable exposure to the Class for these off-the-clock allegations, Plaintiff's counsel assumed that employees lost approximately 5 minutes per work shift due to Defendant's practice requiring employees to round their time to the nearest quarter hour. Because most employees, including Plaintiff, did not work eight hours or more per day, I used the average regular rate of \$23.62 per hour rather than an overtime rate. Based on approximately 41,902 Workweeks, this would mean that employees would have lost approximately \$412,385.

14. The risks related to proving the rounding claim are significant, as it is impossible to discern from the records the exact amount of alleged off-the-clock work that each employee purportedly performed and what they are entitled to given that there was a self-rounding policy in place and not an actual rounding policy.

15. Plaintiff contends that he and the Class Members routinely did not receive lawful and compliant meal periods, nor were they paid meal period premiums when a meal period was missed, short or delayed. The range of this claim depends on the number of meal periods that Class Members were denied as a result of Defendant's policies.

1 16. To determine Defendant's reasonable exposure for meal break violations,
2 Plaintiff's Counsel first determined from the sample data that only about 40% of shifts were
3 longer than five hours and were therefore eligible for meal breaks. This means that roughly 83,804
4 shifts qualified for a meal break. Assuming a 20% meal break violation rate would lead to
5 approximately 16,760 meal break violations. At the average hourly rate of \$23.62, this would
6 make Defendant's reasonable exposure \$395,871.20.

7 17. Plaintiff also alleged that he and the Class Members were not able to take
8 compliant rest periods each shift due to the nature of the work. Plaintiff also alleged that
9 Defendant's rest break policy was not compliant because the written policy only specified that
10 employees were entitled to rest breaks for every four hours worked, but left out the part regarding
11 "or majority fraction thereof." Estimating that each Class Member did not receive a compliant
12 rest period approximately two days per week, and using the average regular rate of \$23.62,
13 Defendant's reasonable exposure to the Class for missed rest breaks is \$1,979,450.48.

14 18. Plaintiff contends that Defendant failed to reimburse Plaintiff and other hourly
15 paid employees for necessary business expenses, and more specifically, for when employees had
16 to use their personal internet to conduct telehealth sessions during COVID. For purposes of
17 estimating exposure, Plaintiff's counsel assumed reimbursement of \$5.00 per Workweek for
18 personal-device or internet use. Based on approximately 41,902 Workweeks, this results in
19 estimated exposure of approximately \$209,510.

20 19. Plaintiff contends that each paystub failed to include complete itemizations for
21 monies owed, including overtime, the number of hours the Class Members worked and the
22 appropriate hourly rates, and the meal and rest break premiums owed to the Class Members. There
23 are 361 Class Members who worked during the one-year statute of limitations. Assuming an
24 average of \$1,000 in penalties per employee, Defendant's estimated exposure is \$361,000.00.

25 20. There were approximately 260 separated employees during the three-year
26 statutory period. Because most employees did not work eight hours per day, I assumed an average
27 six-hour workday for purposes of calculating potential waiting-time penalties. Using the average
28 hourly rate of \$23.62, the estimated potential exposure is \$1,105,416.00 ($\$23.62/\text{hour} \times 6$

hours/day × 30 days × 260 separated employees).

21. There are approximately 10,071 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. Assuming no penalty stacking and a \$100 penalty per pay period, the estimated maximum PAGA penalties are approximately \$1,007,100.00. Plaintiff's PAGA claims are also predicated on the violations described in the motion and are subject to the same disputes and defenses.

22. Pursuant to California Labor Code section 2699(l), the Settlement Agreement, the Motion for Preliminary Approval, and all supporting papers have been provided to the Labor and Workforce Development Agency and a proof of service is attached hereto as **Exhibit 2**.

23. Based on the above estimates, the total amount of possible damages that the Class could be awarded at trial, including the applicable portion of PAGA penalties, is approximately \$4,816,117.68. This takes into account 35% of the total PAGA penalties that would be awarded to the PAGA members, since 65% of the PAGA penalties go to the LWDA. However, after taking into account the strengths and weaknesses of each claim, the unique risks associated therewith, the general risks associated with litigating the case, and the significant additional costs and expenses that would be incurred by both sides in litigating the Action through class certification, trial, and appeals, Class Counsel's assessment of this case is that payment of \$750,000.00 is an excellent result that provides the class with a certain recovery while avoiding the risks, delay, and expense associated with continued litigation.

24. While Defendant reserves all rights to dispute Plaintiff's ability to satisfy any of the class action requirements, the Parties agree that for purposes of settlement, Defendant will not raise such a dispute.

25. The class consists of approximately 619 members with specifically identifiable information. Here, the class is sufficiently numerous and there is a common interest to many persons as this claim will confer significant benefits to those persons. Furthermore, it would be impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is readily ascertainable as Defendant is in possession of contact information for its current and former employees via regularly maintained employment records. Here, the common questions of

1 law and fact clearly exist, as the underlying dispute involves Defendant's employment policies
2 and practices which affected all the employees in the proposed Class.

3 26. I graduated from USC School of Law in 2010. After law school, I was an
4 Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm,
5 McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at
6 Fisher & Phillips LLP. During my career, I have represented numerous clients in class action
7 litigation.

8 27. I have represented both plaintiffs and defendants in numerous class actions and
9 other complex matters. These matters include:

- 10 • *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al.*, Los Angeles County Superior
11 Court Case No. BC489800;
- 12 • *Vikki Allen v. Covenant Security Services*, Los Angeles County Superior Court Case No.
13 18STCV08573;
- 14 • *Angel Caracoza v. Ashley Furniture Services, Inc.*, San Bernadino County Superior Court
15 Case No. CIVSB2118827;
- 16 • *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County
17 Superior Court Case No. CIDVS2014776, US District Court for the Central District of
18 California, Case No. 5:2020cv02662;
- 19 • *James Thomas v. Crothall Healthcare, Inc.*, San Francisco County Superior Court Case
20 No. CGC-18-566489
- 21 • *George Gonzalez v. Ashley Furniture Industries, Inc.*, San Bernadino County Superior
22 Court Case No. CIVDS2017425;
- 23 • *Darrell Alexander v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court
24 Case No. CIVSB2205382;
- 25 • *Jessica Raye Lucia v. Summitview Child & Family Services, Inc.*, El Dorado County
26 Superior Court Case No. 22CV0636;
- 27 • *Rufus McWilliams v. Karma Automotive, LLC*, Riverside County Superior Court Case
28 No. CVRI2102922;

- 1 • *George Martinez v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case
2 No. 34-2022-00318192;
- 3 • *Juan Rojas Contreras v. Asphalt Fabric and Engineering, Inc.*, Los Angeles County
4 Superior Court Case No. 21STCV40362
- 5 • *Jose Vazquez v. ETS Express, Inc., et al.*; Ventura County Superior Court Case No.: 56-
6 2020-00545435-CU-OE-VTA;
- 7 • *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County
8 Superior Court Case No.: 21CV001491;
- 9 • *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.*, Alameda County Superior Court
10 Case No. RG19010781;
- 11 • *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.*; Napa County Superior
12 Court Case No. 22CV000508;
- 13 • *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No.
14 CVRI2101016;
- 15 • *Charmaine Velazquez, et al. v. Ettie Lee Homes, Inc.*, Los Angeles County Superior
16 Court Case No. 22STCV19234;
- 17 • *Esmeralda Maken v. Ascencia*, Los Angeles County Superior Court Case No.
18 22STCV13406;
- 19 • *Lizette Ruelas v. LY Brothers Corporation, et al.*; Alameda County Superior Court Case
20 No.: RG19001774;
- 21 • *Cruzelm Martinez, et. al. v. Burger Rehabilitation Systems, Inc.*, Sacramento County
22 Superior Court Case No. 34-2020-00286930;
- 23 • *Sabrina Cook v. Excelsior Charter Group, et al.*, San Bernardino County Superior
24 Court Case No. CIVSB2220219;
- 25 • *Steve Batta, et al. v. So Cal Elite Traffic*; San Bernardino County Superior Court Case
26 No.: CIVSB2126086;
- 27 • *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County
28 Superior Court Case No. 30-2023-01333703-CU-OE-CXC;

- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;

I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

28. To the best of my knowledge, neither the Plaintiff nor I have any conflicts of interest with the absent Class Members. I believe that Plaintiff will be an adequate Class Representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendant during the relevant time period, suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between the Plaintiff and the Class Members. Moreover, Plaintiff has demonstrated commitment to the Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with counsel to assist in identifying the claims asserted in this case, meaningfully participating in the mediation, and exposing himself to the risk of attorneys' fees and costs awarded against him if this lawsuit had been unsuccessful.

29. The parties have agreed upon Phoenix Class Action Administration Solutions to administer the settlement.

30. I calculated the estimated Net Settlement Amount of \$396,750.00 (after deducting the \$48,750.00 PAGA Penalties) by taking the \$750,000.00 Gross Settlement Amount and subtracting the requested attorneys' fees of 35% of the Gross Settlement Amount (\$262,500.00), reimbursement of litigation costs of up to \$20,000.00, a Class Representative Service Payment of up to \$10,000.00 to Plaintiff, Administration Expenses of up to \$12,000.00, and PAGA Penalties of \$48,750.00. Based on the current estimate of 619 Class Members, the average Individual Class Payment is approximately \$640.95, although the actual amount paid to each Participating Class Member will depend on the number of Workweeks worked during the Class Period and the Court's final approval of the requested deductions.

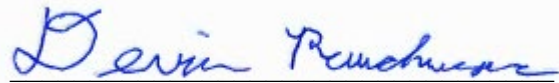
31. A rough arithmetic average of the \$17,062.50 allocated to Aggrieved Employees across approximately 361 Aggrieved Employees is approximately \$47.26 per Aggrieved Employee, although actual Individual PAGA Payments will vary based on each Aggrieved

1 Employee's PAGA Pay Periods.

2 32. The Parties agree that the allocation formula in the Settlement Agreement is fair
3 and reasonable because it compensates Participating Class Members on a pro rata basis according
4 to the amount of time worked during the Class Period, thereby reasonably reflecting each
5 individual's potential recovery in light of the disputed claims and risks of continued litigation.

6 33. Attached as **Exhibit 3** is the [Proposed] Notice of Class Action Settlement and
7 Hearing Date for Final Court Approval. The Notice will be provided to Class Members in English
8 and Spanish.

9 I declare under penalty of perjury under the laws of the United States and the State of
10 California that the foregoing is true and correct. Executed on August 31, 2026, in Orange County,
11 California.

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14 Devin E. Rauchwerger
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Gerardo Tovar (“Plaintiff”) on behalf of himself and the putative class (“Class Members”), and the allegedly aggrieved employees (“Aggrieved Employees”), on the one hand, and Optima Family Services, Inc. (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Gerard Tovar v. Optima Family Services, Inc.*, Case No. 24STCV22183, initiated on August 29, 2024 and pending in the Los Angeles Superior Court.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt or hourly paid employees who worked for Defendant at any time during the Class Period.
- 1.6 “Class Counsel” means Zack Domb and Devin Rauchwerger of the law firm Domb & Rauchwerger LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from August 29, 2020 through the date the Court grants preliminary approval of the settlement.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Optima Family Services, Inc.
- 1.17 “Defense Counsel” means Shareef Farag and Nicholas Poper of Baker & Hostetler LLP.
- 1.18 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” and “Final Approval Order” mean the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means Seven Hundred Fifty Thousand Dollars (\$750,000), which is the total amount Defendant agrees to pay under the Settlement. In no event will Defendant be obligated to pay greater than the Gross Settlement Amount to settle the Action with the exception of employer payroll taxes owed on the wage portion of payments to Class Members, which will be separately paid by Defendant. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share 35% of the

PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from August 29, 2023 through the date the Court grants preliminary approval of the settlement.
- 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).
- 1.32 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Gerard Tovar, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order granting preliminary approval of the Settlement.
- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39 “Released Parties” means Defendant and each of its past and present corporate affiliates,

parents, subsidiaries, divisions, related entities, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on its behalf.

- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On August 29, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for unpaid wages and overtime, meal and rest breaks, unpaid expense reimbursements, failure to pay wages during and at separation of employment, inaccurate wage statements, and unfair competition.
- 2.2 On August 21, 2025, the Parties participated in an all-day mediation presided over by the Hon. Jeff Winikow (Ret.) which led to this Agreement.
- 2.3 Before mediation, Plaintiff obtained, through informal discovery, putative class timekeeping data, payroll data, relevant policies and procedures, and Plaintiff’s records. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4 The Court has not granted class certification.
- 2.5 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$750,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph

4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$262,500, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$12,000, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$12,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's

Workweeks.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$48,750 to be paid from the Gross Settlement Amount, with 65% (\$31,687.50) allocated to the LWDA PAGA Payment and 35% (\$17,062.50) allocated to the Individual PAGA Payments.
 - 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Size Estimates and Escalator Clause. Based on a review of its records through June 25, 2026, Defendant estimates there are 619 Class Members who collectively worked a total of approximately 41,902 Workweeks, and 361 Aggrieved Employees who worked a total of approximately 10,071 PAGA Pay Periods. If it is determined that the total number of Workweeks is more than 10% higher than Defendant's estimate (e.g. 10% more than 41,902 workweeks), Defendant has the option of either: 1) increasing the GSA proportionately above the 10% amount (e.g. if the total Workweeks has increased by 11%, then the GSA will increase by 1%), or 2) shortening the release period so that there is no increase in the number of Workweeks above 10% (e.g. above 46,092.2).

- 4.2 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount in two equal payments of \$375,000, with the first payment to be made thirty (30) calendar days after the Court grants Final Approval (estimated to occur in Q3 2026) and the final payment to be made no later than three hundred sixty-five (365) calendar days after the Court grants Final Approval, along with the additional amounts necessary to fully pay Defendant's share of payroll taxes.
- 4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, individually and on behalf of his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, arising during the Class Period, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notices sent to the LWDA, including any potential penalties, interest or attorneys' fees associated with all of such claims under California law and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, based on the facts alleged in any of the pleadings that have been filed in

the Action and in any related notice sent to the LWDA, including, but not limited to, claims for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain payroll records, failure to provide reporting time pay, failure to pay split shift premiums, unreimbursed business expenses, unfair and unlawful business practices, all claims for statutory penalties predicated on the foregoing claims, and/or interest or attorneys' fees associated with all of such causes of action under California law.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from any and all claims and/or theories of liability for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA) that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notice sent to the LWDA, including, but not limited to, claims for civil penalties or other remedies recoverable under PAGA predicated on alleged unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain payroll records, failure to provide reporting time pay, failure to pay split shift premiums, unreimbursed business expenses, unfair and unlawful business practices, and/or interest or attorneys' fees associated with all of such causes of action under PAGA.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 21 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699 (f)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance;

all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiff confirming his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents, including Plaintiff's PAGA Notice, the Operative Complaint, and this Agreement; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their respective Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 Not later than 21 days after Defense Counsel's receipt of the Preliminary Approval Order, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for

purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio* and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment

or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT.

- 11.1 Solely for the purpose of facilitating this settlement of the Action for Court approval, the Parties agree that prior to the filing of Plaintiff's Motion for Preliminary Approval: (i) the Parties will stipulate to filing an amended complaint that adds a representative PAGA action claim predicated on the California Labor Code violations currently alleged in the Action on behalf of all Allegedly Aggrieved Employees (the "Operative Complaint"); and (ii) Plaintiff will provide notice to the LWDA and Defendant of the aforementioned California Labor Code violations alleged under PAGA pursuant to Labor Code § 2699.3(a).
- 11.2 If the Court denies entry of Final Approval of the Settlement, or Defendant voids the Settlement pursuant to ¶ 8, or the Settlement does not become effective for any reason, the following will occur:
- 11.2.1 The Parties' stipulation to the filing of the Operative Complaint will be deemed revoked as of the date the Court denies entry of Final Approval, or as of the date

that Defendant voids the Settlement, or if the Settlement is void for any other reason than as of the date it is void for such reason, the Operative Complaint will be deemed stricken; and

11.2.2 The status of each of the Action will be deemed to return to its status at the time immediately prior to mediation, as if the Parties had never executed this Settlement and as if the Operative Complaint had never been filed. Upon such occurrence, the period between mediation and the Court's denial of Final Approval of Settlement will be treated as a full stay on all proceedings for purposes of calculating all required filing and trial deadlines.

11.3 To the extent required by any court or otherwise necessary, Plaintiff will take all necessary steps to give effect to ¶ 11.2.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Before Preliminary Approval. Plaintiff and Class Counsel agree not to disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity until the Motion for Preliminary Approval of Settlement is filed, except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and

employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during

the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

ZACK I. DOMB
DEVIN RAUCHWERGER
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
zack@dombrauchwerger.com
devin@dombrauchwerger.com

To Defendant:

SHAREEF S. FARAG
NICHOLAS D. POPER
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, California 90067-4301
Telephone: 310.820.8800
Email: *sfarag@bakerlaw.com*
npoper@bakerlaw.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall

be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

APPROVAL AND EXECUTION BY PARTIES:

Date: 08 / 26 / 2026



Gerardo Tovar, Plaintiff

Optima Family Services, Inc., Defendant

Date: 8/25/2026 | 6:11 PM EDT

Signed by:



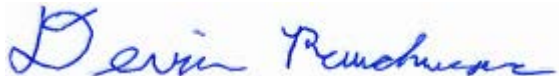
By: Natalia Hale

Its: CLO

APPROVED AS TO FORM:

Date: 8/27/2026

DOMB & RAUCHWERGER LLP



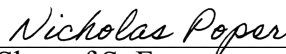
ZACK I. DOMB

DEVIN RAUCHWERGER

Attorneys for Plaintiff

BAKER & HOSTETLER LLP

Date: 8/25/2026



Shareef S. Farag

Nicholas D. Poper

Attorneys for Defendant

EXHIBIT 2

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 CURTIS P. DAVIS, SBN 323353
E-Mail curtis@dombrauchwerger.com
4 AUDREY A. JORGENSEN, SBN 353898
E-Mail audrey@dombrauchwerger.com
5 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
6 Pasadena, California 91106
Telephone: (213) 537-9225

7 Attorneys for Plaintiff
8 Gerardo Tovar, and the Proposed Class

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

10 **FOR THE COUNTY OF LOS ANGELES**

11 Gerardo Tovar, individually and on behalf
12 of others similarly situated, and on behalf of
other aggrieved employees pursuant to the
Private Attorneys General Act,

13 Plaintiff,

14 vs.

15 Optima Family Services, Inc., a California
16 corporation; and DOES 1 through 50,
inclusive,

17 Defendants.
18
19
20

Case No.: 24STCV22183

**PROOF OF SERVICE RE: MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT TO
LWDA**

Hearing Information:

Date: December 2, 2026
Time: 2:00 PM
Dept.: 10
Judge: Hon. William F. Highberger

PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On August 31, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF GERARDO TOVAR IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE]** – I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed August 31, 2026, at Sacramento County, California.

Jessica Delgado

Print Name

By:

Jessica Delgado
Signature

EXHIBIT 3

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

*Gerardo Tovar v. Optima Family Services, Inc.,
Los Angeles Superior Court Case No. 24STCV22183*

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Optima Family Services, Inc. (“Optima”) for alleged wage and hour violations. The Action was filed by a former Optima employee Gerardo Tovar (“Plaintiff”) and seeks payment of (1) wages, penalties, interest, and other relief on behalf of all current and former non-exempt or hourly paid employees who worked for Optima at any time during the Class Period of August 29, 2020 through [the date the Court grants Preliminary Approval] (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Optima in California at any time during the PAGA Period of August 29, 2023 through [the date the Court grants Preliminary Approval] (“Aggrieved Employees”).

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

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

The above estimates are based on Optima’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods respectively, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Optima during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Optima.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Optima, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Optima will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Optima that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Optima must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Optima’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.
Written Challenges Must be Submitted by _____	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Optima employee. The Action accuses Optima of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Domb & Rauchwerger LLP (“Class Counsel.”)

Optima strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Optima or Plaintiff is correct on the merits. In the meantime, Plaintiff and Optima hired a retired judge in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Optima have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Optima does not admit any violations or concede the merit of any claims.

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

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

1. Optima Will Pay \$750,000 as the Gross Settlement Amount (Gross Settlement). Optima has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Optima will fund the Gross Settlement Amount in two equal payments of \$375,000, with the first payment to be made thirty (30) calendar days after the Court grants Final Approval and the final payment to be made no later than three hundred

sixty-five (365) calendar days after the Court grants Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to \$262,500 [35% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$12,000 to the Administrator for services administering the Settlement.
 - D. Up to \$48,750 for PAGA Penalties, allocated 65% to the LWDA and 35% in Individual PAGA Payments to the Aggrieved Employees based on their pay periods worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Optima are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Optima will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or Class Member's representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt-out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Optima.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant Final Approval of the Settlement or not enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Optima have agreed that, in either case, the Settlement will be void, Optima will not pay any money and Class Members will not release any claims against Optima.
8. Defendant's Right to Withdraw. If five percent (5%) or more of the Class Members opt out of or request exclusion from the Settlement, then Optima may, at its sole option, withdraw from the Settlement, meaning the settlement will be void, Optima will not pay any money, and Class Members will not release any claims against Optima.
9. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
10. Participating Class Members' Release. After the Judgment is final and Optima has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Optima or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from any and all claims and/or theories of liability that have

been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notice sent to the LWDA, including, but not limited to, claims for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain payroll records, failure to provide reporting time pay, failure to pay split shift premiums, unreimbursed business expenses, unfair and unlawful business practices, all claims for statutory penalties predicated on the foregoing claims, and/or interest or attorneys' fees associated with all of such causes of action under California law.

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

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from any and all claims and/or theories of liability for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA) that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notice sent to the LWDA, including, but not limited to, claims for civil penalties or other remedies recoverable under PAGA predicated on alleged unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain payroll records, failure to provide reporting time pay, failure to pay split shift premiums, unreimbursed business expenses, unfair and unlawful business practices, and/or interest or attorneys' fees associated with all of such causes of action under PAGA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,062.50 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Optima's records, is stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gerardo Tovar v. Optima Family Services, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Optima are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court’s website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gerardo Tovar v. Optima Family Services, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Optima and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 10 of the Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Optima and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to Phoenix’s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV22183. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Zack I. Domb

Devin E. Rauchwerger

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, CA 91106
Telephone: (213) 537-9225
zack@dombrauchwerger.com
devin@dombrauchwerger.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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