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Attorneys for Plaintiff Malayasia Lewis, individually  
and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MALAYASIA LEWIS, individually, and on  
behalf of others similarly situated,

Plaintiff,

v.

EASTERSEALS NORTHERN  
CALIFORNIA; EASTER SEALS, INC.  
DBA EASTERSEALS; CATALIGHT  
FOUNDATION; BEHAVIORAL HEALTH  
PROVIDER NETWORK, LLC; XOLV  
TECHNOLOGY SOLUTIONS;  
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV060401

Honorable Michael Markman  
Department 23

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

Date: November 25, 2025  
Time: 10:00 a.m.  
Dept.: 23

Complaint Filed: January 17, 2024  
FAC Filed: September 15, 2025  
Trial Date: Not Set

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

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022  
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff  
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and  
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of  
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve  
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the  
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney. She graduated from California  
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science  
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of  
18 California Law San Francisco (formerly known as University of California Hastings College of the  
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has  
20 practiced exclusively plaintiff's side labor and employment class and representative action law from  
21 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having  
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District  
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding  
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in  
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law  
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I

1 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from  
2 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State  
3 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA  
4 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,  
5 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement  
6 agreements, engaging in motion practice, claims evaluation and analysis, and making court  
7 appearances.

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

#### 10 **Procedural History of the Action**

11 9. On January 8, 2024, Plaintiff provided written notice to the California Labor and  
12 Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S.  
13 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the  
14 California Labor Code alleged to have been violated by Defendants (“PAGA Letter”). A true and  
15 correct copy of the PAGA Letter is attached hereto as **Exhibit 2a**.

16 10. On August 15, 2025, Plaintiff provided an amended written notice to the LWDA by  
17 online submission, and to Defendants by U.S. Certified Mail, of the specified provisions of the  
18 California Labor Code alleged to have been violated by Defendants (“Amended PAGA Letter”). A  
19 true and correct copy of the Amended PAGA Letter is attached hereto as **Exhibit 2b**.

20 11. On January 17, 2024, Plaintiff filed a Class Action Complaint for Damages (“Class  
21 Action Complaint”) in the action entitled *Malayasia Lewis v. Easterseals Northern California; Easter*  
22 *Seals, Inc. dba Easterseals*, Alameda County Superior Court Case No. 24CV060401, thereby  
23 commencing a putative class action against Defendants (“Class Action”). The Class Action Complaint  
24 alleges nine (9) causes of action for violations of the California Labor Code for: (1) failure to pay  
25 minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant meal periods and  
26 premium payments in lieu thereof, (4) failure to provide compliant rest periods and premiums  
27 payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to provide  
28 accurate wage statements, (7) failure to timely pay wages upon termination, (8) failure to reimburse

necessary business expenses, and (9) for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations.

12. On March 14, 2024 Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA Complaint”) in the action entitled *Malayasia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals*, Alameda County Superior Court Case No. 24CV078938 against Defendants (“PAGA Action”). The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”) based on the aforementioned California Labor Code violations. The PAGA Letter, the Amended PAGA Letter, the Class Action, and the PAGA Action shall collectively be referred to herein as the “Action.”

13. On September 15, 2025, Plaintiff filed a First Amended Complaint in the Class Action to add the PAGA claim to the Class Action and to add those Defendants who were not named in the initial Class Action Complaint or PAGA Complaint: Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions.

14. On January 28, 2025, the Parties participated in a formal mediation conducted by Lynn Frank, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters. With the assistance of the Mediator’s evaluations, and with ongoing negotiations, the Parties were able to reach an agreement to resolve the Action. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

15. On May 5, 2025 the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”). A true and correct copy of the Original Agreement is attached hereto as **Exhibit 3a**. On September 19, 2025, the Parties executed Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 1”). A true and correct copy of the Amendment No. 1 is attached hereto as **Exhibit 3b**. Together, the Original Agreement and the Amendment No. 1 shall be referred to as the “Settlement” or “Settlement Agreement”.

#### **Summary of the Terms of the Settlement Agreement**

16. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all hourly or non-exempt employees employed by Defendants within the State of California at any

1 time during the Class Period (“Class Members” or “Class”). The Class Period is defined as the period  
2 from January 17, 2020 through May 8, 2025. Based on information provided by Defendants, it is  
3 estimated that there are a total of Three Hundred Forty-Nine (349) Class Members.

4 17. The Parties have agreed to settle the class and PAGA claims at issue in the Action for  
5 a non-reversionary Gross Settlement Amount of Nine Hundred Fifty Thousand Dollars and Zero Cents  
6 (\$950,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common  
7 fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement  
8 Amount includes: (1) Attorney’s fees in the amount of not more than thirty-five percent (35%) of the  
9 Gross Settlement Amount (i.e., \$332,500.00 if the Gross Settlement Amount is \$950,000.00); (2) Class  
10 Counsel’s actual litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents  
11 (\$30,000.00); (3) Settlement Administration Costs, not to exceed Ten Thousand Dollars and Zero  
12 Cents (\$10,000.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents  
13 (\$10,000.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents  
14 (\$50,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount,  
15 the Net Settlement Amount that will be available for Class Members is currently estimated to be Five  
16 Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$517,500.00). Additionally,  
17 25% of the PAGA Amount (“PAGA Employee Amount”), which is \$12,500.00 out of \$50,000.00,  
18 will be fully distributed to all hourly or non-exempt employees employed by Defendants within the  
19 State of California at any time during the PAGA Period (“PAGA Employees”). The “PAGA Period”  
20 is defined as the period from January 8, 2023 through May 8, 2025.

21 18. The Gross Settlement Amount was agreed upon based on Defendants’ representations  
22 that there are 349 Class Members who worked a total of 24,179 workweeks during the Class Period.  
23 If it is determined by the Settlement Administrator that the total number of Workweeks worked by the  
24 Class Members during the Class Period actually exceeds 24,179 by more than 10% (i.e., is more than  
25 26,596 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to  
26 the percentage increase in the number of Workweeks worked by the Class Members above the 10%  
27 threshold. For example, if the number of Workweeks increases by 11% to 26,840 Workweeks, then  
28 the Gross Settlement Amount will increase by 1%.

1           19.     The Net Settlement Amount will be distributed and paid to all Class Members who do  
2 not submit a valid and timely Request for Exclusion (“Settlement Class Members”) on a *pro rata* basis  
3 based on their number of Workweeks. Each Class Member’s *pro rata* share of the Net Settlement  
4 Amount (“Individual PAGA Payment”) will be calculated by the Administrator based on each Class  
5 Member’s number of Workweeks worked during the Class Period, in accordance with the Settlement  
6 Agreement.

7           20.     Twenty-five percent (25%) of the PAGA Amount will be distributed and paid to all  
8 PAGA Employees on a *pro rata* basis based on the number of pay periods during which a PAGA  
9 Employee worked for Defendants as an hourly or non-exempt employee in California during the  
10 PAGA Period, which will be calculated by the Settlement Administrator (“Pay Periods”).

11           21.     Each Individual Settlement Share will be allocated as twenty percent (20%) wages (the  
12 “Wage Portion”) and eighty percent (80%) penalties, interest, and non-wage damages (the “Non-Wage  
13 Portion”). The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be  
14 reported on an IRS 1099 (if applicable) by the Administrator. The Settlement Administrator will  
15 withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the  
16 Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of  
17 their Individual Settlement Share (“Individual Settlement Payment”). The employers’ share of taxes  
18 and contributions in connection with the Wage Portion of Individual Settlement Shares will be paid  
19 by Defendants separately and in addition to the Gross Settlement Amount. Each Individual PAGA  
20 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS  
21 Form 1099 (if applicable) by the Administrator.

22           22.     The Settlement Agreement is a non-reversionary and non-claims made settlement. The  
23 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount  
24 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement  
25 Agreement. No money will revert to Defendants.

26           23.     Each Individual Settlement Payment and Individual PAGA payment check will be valid  
27 and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued,  
28 and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed

1 by the Settlement Administrator to the Foundation for Advocacy and Inclusion (“FAIR”) as the cy  
2 pres beneficiary.

3 **The Settlement is Reasonable**

4 ***Informed Arms-Length Negotiations***

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

9 25. The Parties engaged in extensive informal discovery prior to reaching a settlement.  
10 Prior to mediation, Defendants produced a random sampling of putative class members’ time and pay  
11 records. Defendants also produced plaintiff’s personnel file and Defendants’ relevant wage and hour  
12 policies, and information regarding the total number of putative class members, the number of current  
13 versus former employees, the total workweeks worked by the putative class members, and the average  
14 rate of pay for the putative class members.

15 26. This allowed Class Counsel to conduct an informed assessment and analysis of the  
16 strengths and weaknesses of the claims and the potential class-wide damages.

17 27. Based on the information exchanged, the Parties extensively briefed issues regarding  
18 class certification and liability and provided their analyses to the Mediator who helped the Parties  
19 debate the strengths and weakness of their respective positions.

20 ***Estimate of Potential Value of Claims***

21 28. Class Counsel analyzed all available data and estimated Defendants’ maximum  
22 potential exposure to be approximately \$4,501,826, assuming the litigation was successful at trial on  
23 all claims at issue and every employee had a violation for each claim on every shift worked. This  
24 maximum potential analysis was then reduced based on the challenges facing the likelihood of  
25 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an  
26 estimated maximum liability for all claims at issue and the total aggregate workweeks during the  
27 relevant time period, less interest, and based on the analysis of the data which was extrapolated out  
28 for all class members across the entire putative class period, which included: \$24,048 for meal period

violations; \$2,217,818 for rest period violations at a 100% violation rate; \$635,776 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$8,012 for unpaid overtime wages at the required regular rate; \$181,260 for unreimbursed business expenses; \$1,003,412 for waiting time penalties; and \$431,500 for wage statement penalties. Plaintiff further estimated that Defendants faced an additional exposure of \$441,800 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled \$4,943,626 in damages.

### ***Specific Risks Considered***

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

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

31. Defendants deny and continue to deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further deny that class certification is appropriate for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims. Defendants contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification.

32. For example, Plaintiff's meal period claims, which were based on Defendants' alleged

1 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.  
2 Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had  
3 failed to implement their policies and that their practices failed to allow Class Members to take meal  
4 breaks in the manner required under California law. Defendants contended that their policies and  
5 practices at all times during the Class Period were lawful. Defendants further argued that the rate of  
6 purported meal period violations reflected in the data would require individualized inquiry and that  
7 such inquiry would prohibit a class from being certified. Class Counsel also had to consider the risk  
8 that the Court would find validity in the individualized proof defense to certification of Plaintiff's meal  
9 period claim.

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

18 34. Plaintiff also faced challenges certifying and proving liability for her minimum wage  
19 and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed  
20 by the Class Members. Plaintiff's off-the-clock claims rested on unrecorded, off-the-clock work  
21 performed by the Class Members both during purported meal periods and prior to and after their shifts.  
22 However, the individualized nature of why this work was performed and the individualized nature of  
23 damages presented substantial concerns regarding the manageability of the case and the risk the Court  
24 could find these issues prevented certification, and the estimated damages for this claim were based  
25 on an assumption that all Class Members worked off the clock for at least one hour per week.

26 35. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other  
27 Class Members for necessary business-related expenses, such the usage of personal cell phones for  
28 work-related purposes. Defendants contended that they had a policy and practice of reimbursing

1 employees for necessary business-related expenses. Defendants further contended that, with respect  
2 to the alleged expenses for which Plaintiff and the other Class Members never requested  
3 reimbursement from Defendants, they did not know and had no reason to know that alleged business-  
4 related expenses had been incurred. Defendants further contended that the reason why a Class Member  
5 undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses  
6 while not others, would raise individual issues that could not be certified.

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

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

26         38. Therefore, taking into account how each of the above risks potentially effected  
27 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the  
28 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants'

1 estimated liability based on the challenges facing his ability to succeed on class certification by 60%  
2 to \$1,977,450.40. The merits-based risk factors further reduced Defendants' estimated liability by an  
3 additional 50%. This resulted in an adjusted estimated liability of \$988,725.20. In light thereof, the  
4 settlement amount of \$950,000 is a significant settlement.

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

17 40. Therefore, after considering this multitude of factors, Class Counsel concluded that it  
18 was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,  
19 and to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount  
20 towards the PAGA claims, which represents approximately 5.26% of the Gross Settlement Amount.  
21 This percentage of the settlement is well-within the range of wage and hour settlements regularly  
22 approved in both state and federal court for cases that include both a class and PAGA action.  
23 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,  
24 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been  
25 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is  
26 significant, not only from a monetary perspective, but also because it fulfills the public policy  
27 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,  
28 and deter future non-compliance by the employer.

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

***Class Representative Service Payment***

42. As part of the Settlement Agreement, Plaintiff is requesting reasonable Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Malayasia Lewis. This Enhancement Payment is eminently reasonable given the time and effort Plaintiff has spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

***Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment***

43. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$332,500.00) if the Gross Settlement Amount is \$950,000.00) and actual litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

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

45. Class Counsel has litigated this matter for over one year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature

1 of the legal services provided, the time incurred in performing those services, and Class Counsel's  
2 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought  
3 by Class Counsel. Notice of the requested Attorney's Fees and Costs is disclosed to the Class  
4 Members in the Class Notice.

5 *Notice to the Class*

6 46. The Parties have agreed to retain Apex Class Action Administrators, LLC ("Apex") to  
7 handle the notice and settlement administration process. The Parties respectfully request that the Court  
8 appoint Apex to handle these procedures and to serve as the Administrator. Defendants will provide  
9 Apex with the Class Data and Apex will calculate each Class Member's estimated Individual  
10 Settlement Share and each PAGA Employee's Individual PAGA Payment. Apex will also receive and  
11 process Requests for Exclusion, Notices of Objection, and Workweeks Disputes; will provide  
12 necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and  
13 withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and  
14 submit informational and other tax filings and documents; will issue and transmit all payments  
15 provided for by the Settlement, including, but not limited to, mailing Individual Settlement Share  
16 checks to the Settlement Class Members and Individual PAGA Payment checks to the PAGA  
17 Employees; and perform any other usual and customary duties for administering a class action  
18 settlement.

19 47. Class Counsel is not aware of an alternative method of providing notice to the Class  
20 which would result in a higher likelihood of actual notice. The original source of the mailing addresses  
21 is from each Class Member, who provided the information to Defendants. As a fail-safe to this highly  
22 reliable method, skip tracing will be performed, if necessary.

23 *Notice of Settlement to the LWDA*

24 48. In accordance with California Labor Code section 2699(1)(2), on June 6, 2025, a copy  
25 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's  
26 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto  
27 as **Exhibit 4**.

1  
2  
3 I declare under penalty of perjury under the laws of the State of California that the foregoing  
4 is true and correct.

5 Executed on September 23, 2025, at Beverly Hills, California

6 *A. Blanchard*

7 Annabel Blanchard  
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## **EXHIBIT 1**

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

## **EXHIBIT 2(A)**



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Barbara DuVan-Clarke Esq.  
bdcblackstonepc.com

January 8, 2024

**PAGA Claim Notice Via Online Electronic Submission**

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

**RE: *Malayasia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals***

To Whom It May Concern:

This office represents Malayasia Lewis (“Claimant”) with respect to their claims under the California Labor Code against Easterseals Northern California and Easter Seals, Inc. dba Easterseals (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant Malayasia Lewis from approximately July 2022 to October 2023 as a non-exempt, hourly-paid employee. Claimant worked as a direct service worker for Employers and was based out of Employers’ facilities located at 2730 Shadelands Dr building 10, Walnut Creek, CA 94598 and 5601 Arnold Rd, Dublin, CA 94568.

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

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the

applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

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

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

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

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

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) boot up computers prior to clocking in, (2) working through meal periods, and (3) answering phone calls in between shifts from supervisors. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

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

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

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

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

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

## **2. MEAL BREAK VIOLATIONS**

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

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

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

(7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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

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

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

### **3. REST BREAK VIOLATIONS**

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

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

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

Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

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

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

#### **4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

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

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

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

#### **5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

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

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

## **6. FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

## **7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES**

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and personal vehicles for work-related purposes.

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

## **8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION**

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

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

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203

## **9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE**

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under



8383 Wilshire Blvd., Suite 745  
Beverly Hills, CA 90211  
Phone: (310) 622-4278  
Fax: (855) 786-6356

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

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

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

**BLACKSTONE LAW**

*Barbara DuVan-Clarke*

Barbara DuVan-Clarke, Esq.

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

Easterseals Northern California  
Agent for Service  
330 N Brand Blvd  
Glendale, CA 91203

Easterseals Northern California  
2730 Shadelands Drive, Bldg 10  
Walnut Creek, CA 94598

Easter Seals, Inc.  
141 W. Jackson Blvd., Suite 1400A  
Chicago, IL 60604

Easter Seals, Inc.  
Agent for Service  
5901 W Century Blvd.  
Los Angeles, CA

**EXHIBIT 2(B)**

August 15, 2025

**Amended PAGA Claim Notice Via Online Electronic Submission**

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

**RE: *Malayasia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals; Catalight Foundation; Behavioral Health Provider Network, LLC and Xolv Technology Solutions***

***Amended PAGA Letter – LWDA-CM--1003761-24***

To Whom It May Concern:

This office represents Malayasia Lewis (“Claimant”) with respect to her claims under the California Labor Code against Easterseals Northern California, Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC and Xolv Technology Solutions (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant Malayasia Lewis from approximately July 2022 to October 2023 as a non-exempt, hourly-paid employee. Claimant worked as a direct service worker for Employers and was based out of Employers’ facilities located at 2730 Shadelands Dr building 10, Walnut Creek, CA 94598 and 5601 Arnold Rd, Dublin, CA 94568.

On January 17, 2024, Claimant filed a class action complaint in the action entitled *Malaysia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals* (Alameda County Superior Court Case No. 24CV060401) (the “Action”). Claimant now intends to file an amended class and representative action complaint in the Action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Through this amended notice, Claimant is adding Employers Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions to this notice, and will add said entities to the Action in the amended complaint. Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-

exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

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

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

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

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

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) boot up computers prior to clocking in, (2) working through meal periods, and (3) answering phone calls in between shifts from supervisors. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

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

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime

wages) to Claimant and Aggrieved Employees.

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

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

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

## **2. MEAL BREAK VIOLATIONS**

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

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

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved

Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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

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

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

### **3. REST BREAK VIOLATIONS**

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

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

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete

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

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

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

#### **4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

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

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

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

## **5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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

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

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

## **6. FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

## **7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES**

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

the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and personal vehicles for work-related purposes.

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

## **8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION**

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

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

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

## **9. FAILURE TO TIMELY PAY ALL ACCRUED VACATION WAGES**

Labor Code § 227.3 requires employers to pay separating employees all accrued vacation pay. "The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested, the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the statute requires that an employee be paid in wages for a pro rata share of his vacation pay." *Suarez v. Plastic Dress-Up Co.* (1982) 31

Cal.3d 774, 784. Under California law, vacation plans may not have a use-it-or-lose-it forfeiture policy. *Henry v. Amrol* (1990) 222 Cal.App.3d Supp. 1.

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

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

## **10. VIOLATIONS REGARDING CALIFORNIA SICK LEAVE/SICK PAY LAWS**

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

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

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

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

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. . Employers' sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

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

## 11. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

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

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

**BLACKSTONE LAW**

*A. Blanchard*

Annabel Blanchard, Esq.

cc: By U.S. Certified Mail



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## **EXHIBIT 3A**

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Malayasia Lewis (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendants Easterseals Northern California, Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions (collectively “Defendants”) (together, Plaintiff and Defendants are referred to as “Parties” and individually as “Party”).

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

**RECITALS**

1. On January 8, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

2. On January 17, 2024, Plaintiff filed a Class Action Complaint (“Class Action Complaint”) in the action entitled *Malayasia Lewis v. Easterseals Northern California; Easter Seals, Inc. dba Easterseals*, Alameda County Superior Court Case No. 24CV060401, thereby commencing a putative class action against Defendants. The Class Action Complaint alleges nine (9) causes of action for violations of the California Labor Code for (1) failure to pay minimum wages, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages not timely paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure to reimburse necessary business expenses, and (9) violation of Business & Professions Code section 17200, *et seq.*

3. On March 14, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.*, thereby commencing a representative PAGA action against Defendants. (“PAGA Complaint.”) The PAGA Complaint alleges a single cause of action for enforcement under the PAGA based on the aforementioned Labor Code violations, and

sought civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). (The Class Action Complaint, the PAGA Complaint, and the PAGA Letter together are referred to collectively herein as the “Action.”)

4. Plaintiff intends to file a First Amended Complaint under the Class Action case number to add the PAGA claim to the Class Action and to add those Defendants who were not named in the initial Class Action Complaint or PAGA Complaint: Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions.

5. Defendants deny all material allegations set forth in the Action and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

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

7. On January 28, 2025, the Parties participated in mediation with Lynn Frank, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

///

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

### **DEFINITIONS**

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; (5) Workweeks worked for Defendants during the Class Period; and (6) Pay Periods worked for Defendants during the PAGA Period (if applicable).

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

f. “Class Period” means the period from January 17, 2020, through May 8, 2025.

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

1                   h.       “Court” means the Superior Court of the State of California for the County of  
2 Alameda.

3                   i.       “Defendants’ Counsel” means Hieu T. Williams and Michelle C. Freeman of  
4 Hirschfeld Kraemer LLP.

5                   j.       “Effective Date” means the date when all of the following events have occurred:  
6 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’  
7 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been  
8 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class  
9 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and  
10 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court  
11 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the  
12 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,  
13 the later of the following events: five business days after the period for filing any appeal, writ, or other  
14 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without  
15 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other  
16 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five  
17 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final  
18 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
19 remedies or relief.

20                   k.       “Employer Taxes” means the employer’s share of taxes and contributions in  
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants  
22 in addition to the Gross Settlement Amount.

23                   l.       “Enhancement Payment” means the amount to be paid to Plaintiff, in  
24 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA  
25 Employees, and general release of claims, as set forth in Paragraph 13.

26                   m.       “Final Approval” means the determination by the Court that the Settlement is  
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28                   n.       “Final Approval Hearing” means the hearing at which the Court will consider

1 and determine whether the Settlement should be granted Final Approval.

2 o. “Final Approval Order and Judgment” means the order granting final approval  
3 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
4 Parties, and subject to approval by the Court.

5 p. “Gross Settlement Amount” means the amount of Nine Hundred Fifty  
6 Thousand Dollars and Zero Cents (\$950,000.00) to be paid by Defendants in full satisfaction of the  
7 Action, Released Class Claims, Released PAGA Claims, which includes all Attorneys’ Fees and Costs,  
8 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement  
9 Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes  
10 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-  
11 reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross  
12 Settlement Amount is subject to increase, as provided in Paragraph 16.

13 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
14 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
15 calculated in accordance with Paragraph 18.

16 r. “Individual Settlement Payment” means the net payment of each Settlement  
17 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
18 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
19 Paragraph 17.

20 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
21 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
22 in accordance with Paragraph 17.

23 t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred  
24 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to  
25 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

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

Settlement Administration Costs.

v. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

x. “PAGA Employees” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the PAGA Period.

y. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

z. “PAGA Period” means the period from January 8, 2024, through May 8, 2025.

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

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

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

dd. “Preliminary Approval Order” means the order granting preliminary approval

1 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
2 the Court.

3 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,  
4 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were  
5 alleged or which could have been alleged based on the factual allegations in the Class Action  
6 Complaint (including any amendment thereto), arising during the Class Period, under any federal,  
7 state, or local law, and shall specifically include claims for Defendants’ alleged (1) failure to pay  
8 minimum wages, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages  
9 not timely paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure  
10 to reimburse necessary business expenses, (9) violation of Business & Professions Code section  
11 17200, *et seq.*, (10) failure to pay all regular rate wages (including sick leave pay), (11) failure to pay  
12 sick or vacation pay, (12) failure to maintain complete and accurate payroll records, in violation of  
13 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512(a),  
14 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,  
15 including *inter alia*, Wage Order 4-2001, and all claims for attorneys’ fees and costs and statutory  
16 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,  
17 and any other claims, including claims for statutory penalties, pertaining to the Class Members.

18 ff. “Released PAGA Claims” means any and all claims arising from any of the  
19 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the  
20 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all  
21 claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay overtime  
22 and minimum wages, pay all regular wages, including sick pay and vacation pay, provide compliant  
23 meal and rest periods and associated premium payments, timely pay wages during employment and  
24 upon termination, provide compliant wage statements, maintain complete and accurate payroll  
25 records, and reimburse necessary business-related expenses in violation of California Labor Code  
26 Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1,  
27 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage  
28 Order 4-2001.

1 gg. “Released Parties” means Defendants and their current and former officers,  
2 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and  
3 assigns.

4 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating  
5 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
6 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,  
7 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
8 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
9 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

10 ii. “Response Deadline” means the deadline by which Class Members must submit  
11 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that  
12 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement  
13 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which  
14 case the Response Deadline will be extended to the next day on which the United States Postal service  
15 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
16 and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the  
17 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the  
18 original Response Deadline.

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

24 kk. “Settlement Administration Costs” means the costs payable from the Gross  
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
26 Paragraph 15.

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

1 mm. “Workweeks” means the number of weeks each Class Member worked as an  
2 hourly or non-exempt employee for Defendants in California during the Class Period. An employee  
3 will be considered to have worked a workweek if the employee worked at least one day during the  
4 workweek.

5 nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing  
6 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)  
7 contain the case name and number of the Class Action; (b) contain the Class Member’s full name,  
8 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security  
9 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods  
10 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee  
11 contends is the correct number; (d) attach documentation demonstrating that the Class Member/PAGA  
12 employee was not credited with the correct number of Workweeks and/or Pay Periods; and (e) be  
13 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the  
14 Response Deadline.

### 15 **CLASS CERTIFICATION**

16 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
17 Class.

18 11. The Parties agree that certification for the purpose of settlement is not an admission  
19 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
20 whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as  
21 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
22 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
23 non-settlement context.

### 24 **TERMS OF THE AGREEMENT**

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

27 12. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application  
28 or motion by Class Counsel for attorneys’ fees in the amount up to Thirty-Five Percent (35%) of the

Gross Settlement Amount (i.e., \$332,500.00 if the Gross Settlement Amount is \$950,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be

distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendants have represented that the Class Members worked a total of 24,179 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 24,179 by more than 10% (i.e., is more than 26,596 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% threshold. For example, if the number of Workweeks increases by 11% to 26,840 Workweeks, then the Gross Settlement Amount will increase by 1%.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of

Workweeks, as follows:

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

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

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

20. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
2 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
3 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
4 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
5 taxes and other legally required withholdings to the appropriate government authorities.

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

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

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

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

21 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
22 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
23 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement  
24 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a  
25 draft of the preliminary approval motion five calendar days before filing it with the Court. Defendants  
26 agree not to oppose the motion for preliminary approval of the Settlement consistent with this  
27 Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary  
28 Approval Order seeking the following:

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

25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

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

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

a. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
2 calendar days.

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

7 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA  
8 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which  
9 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and  
10 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the  
11 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive  
12 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence  
13 rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks  
14 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendants' records  
15 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA  
16 Employee produces information and/or documents to the contrary, the Settlement Administrator will  
17 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement  
18 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
19 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The  
20 Settlement Administrator's decision on such disputes will be final and non-appealable.

21 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
22 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
23 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
24 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
25 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
26 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are  
27 submitted, and also identify the individuals who have submitted a timely and valid Request for  
28 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

1. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweek and/or Pay Period Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the

Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweek and/or Pay Period Dispute.

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

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

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

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

b. Certification of the Settlement Class;

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

- 1                   d.       Approval of the application for Enhancement Payment to Plaintiff;
- 2                   e.       Directing Defendants to fund all amounts due under the Settlement Agreement
- 3 and ordered by the Court; and
- 4                   f.       Entering judgment in the Action, while maintaining continuing jurisdiction, in
- 5 conformity with California Rules of Court 3.769 and the Settlement Agreement.

6           34.   Funding of the Gross Settlement Amount. No later than fourteen (14) calendar days

7 after the Effective Date, Defendants will deposit the Gross Settlement Amount plus the amount needed

8 to pay Employer Taxes into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury

9 Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendants

10 shall provide all information necessary for the Settlement Administrator to calculate necessary payroll

11 taxes including its official name, 8-digit state unemployment insurance tax ID number, and other

12 information requested by the Settlement Administrator, no later than five (5) business days after the

13 Settlement Administrator’s requests the information from Defendants.

14           35.   Distribution of the Gross Settlement Amount. Within five (5) business days of the

15 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual

16 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,

17 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class

18 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set

19 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and

20 timely forward these to the appropriate government authorities.

21           36.   Settlement Checks. The Settlement Administrator will be responsible for undertaking

22 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way

23 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

24 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

25 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

26 Payment into one check if the intended recipient for both payments is one individual. Settlement Class

27 Members and PAGA Employees are not required to submit a claim to be issued an Individual

28 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and

Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)

1 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
2 associated with such canceled checks shall be distributed by the Settlement Administrator to  
3 Foundation for Advocacy and Inclusion (“FAIR”) as the cy pres beneficiary. The Settlement  
4 Administrator shall undertake amended and/or supplemental tax filings and reporting required under  
5 applicable local, state, and federal tax laws that are necessitated due to the cancellation of any  
6 Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members  
7 whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class  
8 Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall,  
9 nevertheless, be bound by the PAGA Settlement.

10 37. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
11 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
12 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

13 38. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
14 Plaintiff, and the State of California with respect to all PAGA Employees, will be deemed to have  
15 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released  
16 Parties of all Released PAGA Claims. PAGA Employees will be subject to claim preclusion regarding  
17 the PAGA Released Claims.

18 39. Plaintiff’s Release. Plaintiff will be executing a separate settlement agreement  
19 containing a Civil Code section 1542 release in an Individual Settlement Agreement regarding her  
20 individual non-wage and hour claims, and will receive a total of \$50,000.00 for release of those alleged  
21 claims against Defendants.

22 40. Final Approval Order and Judgment. The Parties shall provide the Settlement  
23 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
24 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
25 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
26 Class will be required.

27 41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
28 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and

1 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
2 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
3 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
4 Settlement Agreement.

5 42. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
6 Settlement Agreement shall have the following effects:

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

9 b. In the event the Settlement Agreement is terminated, Defendants shall have no  
10 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
11 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
12 Administrator is notified that the Settlement has been terminated;

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

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

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

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

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

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

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

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

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

24           48.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
28 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
full authority to enter into this Settlement Agreement, and further intend that this Settlement  
Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible

1 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
2 confidentiality provisions that otherwise might apply under state or federal law.

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

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

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

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

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

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

1 Agreement valid and enforceable.

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

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

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

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

28 ///

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

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

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

11                           To Plaintiffs and Class Counsel:  
12                           Jonathan M. Genish  
13                           jgenish@blackstonepc.com  
14                           Barbara DuVan-Clarke  
15                           BDC@blackstonepc.com  
16                           Danielle GruppChang  
17                           dgruppchang@blackstonepc.com  
18                           P.J. Van Ert  
19                           pjvanert@blackstonepc.com  
20                           Annabel Blanchard  
21                           ablanchard@blackstonepc.com  
22                           **BLACKSTONE LAW, APC**  
23                           8383 Wilshire Boulevard, Suite 745  
24                           Beverly Hills, California 90211  
25                           Tel: (310) 622-4278 / Fax: (855) 786-6356

26                           To Defendant:  
27                           Hieu T. Williams  
28                           hwilliams@hkemploymentlaw.com  
                         Michelle C. Freeman  
                         mfreeman@hkemploymentlaw.com  
                         **Hirschfeld Kraemer LLP**  
                         456 Montgomery Street, Suite 2200  
                         San Francisco, California 94104  
                         Tel: (415) 835-9003

26           62.   Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
27 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
28 including and not limited to, executing all documents to the extent reasonably necessary to effectuate

the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

**IT IS SO AGREED.**

**PLAINTIFF MALAYASIA LEWIS**

*Malayasia Lewis*

Malayasia Lewis

**DEFENDANT EASTERSEALS NORTHERN  
CALIFORNIA and EASTER SEALS, INC.  
DBA EASTERSEALS**

Dated: \_\_\_\_\_

Full Name: Andrea Pettiford

Title: Chief Executive Officer  
On behalf of Easterseals Northern California and  
Easter Seals, Inc. dba Easterseals

**\*\*\*Signatures Continued on Following Page\*\*\***

the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

**IT IS SO AGREED.**

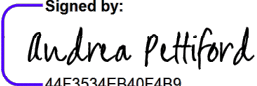
**PLAINTIFF MALAYASIA LEWIS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Malayasia Lewis

**DEFENDANT EASTERSEALS NORTHERN  
CALIFORNIA and EASTER SEALS, INC.  
DBA EASTERSEALS**

Dated: 4/29/2025

Signed by:  
  
44F3534EB40F4B9...

Full Name: Andrea Pettiford

Title: Chief Executive Officer  
On behalf of Easterseals Northern California and  
Easter Seals, Inc. dba Easterseals

**\*\*\*Signatures Continued on Following Page\*\*\***

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3  
4 Dated: 05/05/2025

  
\_\_\_\_\_  
Barbara DuVan-Clarke  
*Attorneys for Plaintiff Malayasia Lewis*  
and Proposed Class Counsel

7 **HIRSCHFELD KRAEMER LLP**

8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hieu T. Williams  
Michelle C. Freeman  
*Attorneys for Defendants Easterseals Northern*  
*California and Easter Seals, Inc. dba Easterseals*

1 **APPROVED AS TO FORM ONLY:**

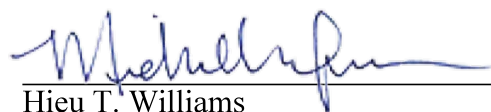
2 **BLACKSTONE LAW, APC**

3  
4 Dated: \_\_\_\_\_

\_\_\_\_\_  
Barbara DuVan-Clarke  
*Attorneys for* Plaintiff Malayasia Lewis  
and Proposed Class Counsel

7 **HIRSCHFELD KRAEMER LLP**

8  
9 Dated: 4/29/2025



Hieu T. Williams  
Michelle C. Freeman  
*Attorneys for* Defendants Easterseals Northern  
California and Easter Seals, Inc. dba Easterseals

## **EXHIBIT 3B**

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**AMENDMENT NO. 1 TO**  
**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff Malayasia Lewis (“Plaintiff”) and Easterseals Northern California, Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions (collectively “Defendants”), (Plaintiff and Defendants are the “Parties”) pursuant to Paragraph 47 of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on May 5, 2025.

**A. Paragraph 9.z. of the Original Agreement is hereby amended to state as follows:**  
“PAGA Period” means the period from January 8, **2023**, through May 8, 2025.

DATED: September 15, 2025

**BLACKSTONE LAW, APC**

*A. Blanchard*  
Barbara DuVan-Clarke  
Annabel Blanchard  
*Attorneys for Plaintiff, Malayasia Lewis*

DATED: September 19, 2025

**HIRSCHFELD KRAEMER LLP**  
*Hieu T. Williams*  
Hieu T. Williams  
Michelle C. Freeman  
*Attorneys for Defendants, Easterseals Northern California. Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions*

## **EXHIBIT 4**

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## Thank you for your Proposed Settlement Submission

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**Desde** DIR PAGA Unit <no-reply@formassembly.com>

**Fecha** Vie 6 Jun 2025 15:48

**Para** Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

06/06/2025 03:48:23 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

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