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*Attorneys for Plaintiff CYNTHIA PORRAZ,
individually, and on behalf of other similarly
situated employees*

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

CYNTHIA PORRAZ, individually, and on
behalf of other similarly situated employees,

Plaintiff,

vs.

QUALITY GROUP HOMES, INC.; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CECG01665
[Consolidated with Case No. CECG02628]

Honorable Kristi Culver Kapetan
Department 501

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

Date: July 22, 2026
Time: 3:27 p.m.
Dept.: 501

Complaint Filed: April 16, 2024
Trial Date: Not Set

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I, Alexandra Rose, declare and state as follows:

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

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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. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
9 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
10 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
11 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
12 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
13 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
14 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
15 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Throughout her career, she has
16 managed over one hundred complex litigation cases, ranging from employment matters to corporate
17 and general business litigation matters. On many of those cases, she was the only or primary attorney
18 managing the case and thus obtained extensive experience overseeing these types of actions. In that
19 capacity, she was the primary contact for clients; took and defended many depositions; propounded
20 and responded to discovery; prepared and opposed motions and pleadings, including dispositive and
21 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated
22 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
23 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
24 California Rising Star from 2015 through 2018. As the Senior Trial Attorney and Team Lead, she
25 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
26 under PAGA seeking relief on behalf of California employees. She has considerable experience in
27 handling class and representative action lawsuits throughout her career and has been approved as
28 counsel in a number of cases.

1 5. Noam Y. Reiffman joined Blackstone Law, APC with extensive litigation experience
2 and currently specializes in employment class action and representative claims. Prior to working at
3 Blackstone Law, APC, he represented clients across a wide range of fields including complex litigation
4 and white-collar criminal defense in both state and federal courts. He spent time as a law clerk for the
5 Honorable Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los
6 Angeles County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law
7 School in 2014, where he graduated summa cum laude and was a member of the Southwestern Law
8 Review, Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers
9 Southern California Rising Star since 2019.

10 6. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone Law, APC. She
11 graduated from Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute
12 resolution from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working
13 for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los
14 Angeles. While working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million
15 case, Utne v. Home Depot U.S.A., Inc., United States District Court for the Northern District of
16 California, Case No. 3:16-cv-01854-RS, and was approved as class counsel.

17 7. Ashley H. Cruz is a former attorney at Blackstone Law, APC who worked on this
18 matter. She received her Bachelor of Arts degree from the University of California, Los Angeles in
19 2011, where she majored in International Development Studies and minored in Political Science and
20 French. In 2014, she graduated from the Loyola University Chicago School of Law with honors. She
21 was admitted to the State Bar of California in December of 2015.

22 8. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at
23 Blackstone Law, APC that litigated this matter. She was admitted to practice law in California that
24 same year. Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs
25 in civil rights litigation, including wage-and-hour disputes, as well as harassment, discrimination, and
26 retaliation litigation.

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1 9. Sara Madan is an Associate Attorney at Blackstone Law, APC who primarily represents
2 claimants in wage and hour and PAGA arbitration proceedings. She graduated from the University of
3 California, Hastings in 2020 and was admitted to the California State Bar in 2021. She was a post-bar
4 Joseph Grodin Fellow in the Workers' Rights Clinic for Legal Aid at Work. After that fellowship, she
5 joined a respected plaintiffs-side firm where she represented injured workers for three years before
6 joining Blackstone Law, APC. Ms. Madan has been named a Rising Star by Super Lawyers Magazine
7 for 2024 and 2026 and is a published author in Advocate Magazine.

8 10. Hallie Makrakis is also an Associate Attorney at Blackstone Law, APC who primarily
9 represents claimants in wage and hour and PAGA arbitration proceedings. She graduated from Golden
10 Gate School of Law in May of 2021 and was admitted to the California State Bar in November of
11 2021. She was on the Dean's List for the entirety of her law school career. While in law school, she
12 represented low-income employees through the Women's Employment Rights Clinic and as an intern
13 at Legal Aid at Work. She has been named a Rising Star by Super Lawyers Magazine for 2026.

14 11. I joined Blackstone Law, APC from a highly reputable employment law firm. I
15 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
16 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
17 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
18 additionally licensed in all federal district courts of California. I have worked on many wage and hour
19 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
20 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
21 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
22 court appearances. I manage the post-settlement department at Blackstone Law, APC. In that
23 capacity, I oversee and handle over 100 wage-and-hour putative class actions and/or representative
24 actions under PAGA that are in settlement.

25 12. Theodore R. Tang graduated from Mt. Washington College (formerly Hesser College)
26 with a Bachelor of Science degree in 2012 and from the University of California, Los Angeles School
27 of Law with a Juris Doctor degree in 2016. He was admitted to the California bar in December of
28 2016 and is admitted in all federal district courts of California. Following law school, he worked

1 briefly for the Los Angeles City Attorney’s office as a volunteer deputy in the Criminal Division, Van
2 Nuys office representing the People of California in misdemeanor trials. In March of 2017, he joined
3 a startup wage and hour law firm that quickly grew into a prominent wage and hour class and PAGA
4 action firm in California. From approximately 2019 to 2024, at least 50% of his work involved wage
5 and hour class action and/or PAGA cases. Since joining Blackstone Law, APC in 2025, 100% of his
6 cases have been wage and hour class and PAGA actions.

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

9 **Procedural History of the Actions**

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

15 15. On April 16, 2024, Plaintiff filed a Class Action Complaint in the action entitled
16 *Cynthia Porraz v. Quality Group Homes, Inc.*, Fresno County Superior Court Case No. 24CECG01665
17 (“Class Action”), thereby commencing a putative class action against Defendant. The operative
18 complaint in the Class Action alleges nine (9) causes of action for violations of the California Labor
19 Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant
20 meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and
21 premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide
22 accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse
23 necessary business expenses, and for violations of California Business & Professions Code Section
24 17200, *et seq.* based on the aforementioned California Labor Code violations.

25 16. On June 20, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
26 Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* in the action entitled *Cynthia Porraz*
27 *v. Quality Group Homes, Inc.*, Fresno County Superior Court Case Number 24CECG02628 (“PAGA
28 Action”) based on the alleged California Labor Code violations described above, thereby commencing

1 a representative action under PAGA against Defendant.

2 17. On September 26, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff's
3 Individual Claims and to Strike Plaintiff's Class Claims ("Class Motion to Compel") and supporting
4 documents in the Class Action. On September 26, 2024, Defendant filed a Motion to Compel
5 Arbitration of Plaintiff's Individual Claims and to Stay Plaintiff's Representative PAGA Claims
6 ("PAGA Motion to Compel") and supporting documents in the PAGA Action.

7 18. On November 25, 2024, Plaintiff filed Oppositions to Defendant's Class Motion to
8 Compel and supporting documents in the Class Action. On November 26, 2024, Plaintiff filed an
9 Opposition to Defendant's PAGA Motion to Compel and supporting documents in the PAGA Action.

10 19. On December 3, 2024, Defendant filed a Reply in support of its Class Motion to
11 Compel and supporting documents in the Class Action. On December 4, 2024, Defendant filed a
12 Reply in support of its PAGA Motion to Compel and supporting documents in the PAGA Action.

13 20. On December 11, 2024, the court in the PAGA Action denied Defendant's PAGA
14 Motion to Compel. On December 12, 2024, this Court granted Defendant's Class Motion to Compel
15 to compel arbitration of Plaintiff's individual claims and stay Plaintiff's class claims pending the
16 outcome of Plaintiff's individual arbitration and denied Defendant's Class Motion to Compel in
17 striking the class claims. On April 3, 2025, Plaintiff initiated arbitration of her individual claims.

18 21. On March 27, 2025, Plaintiff propounded written formal discovery onto Defendant
19 (specifically, Special Interrogatories (Set One) and Requests for Production of Documents (Set One))
20 and served a proposed Belaire-West notice.

21 22. On April 24, 2025, Defendant filed a Motion to Consolidate Actions and Request for
22 Stay Pending Plaintiff's Individual Arbitration ("Motion to Consolidate") and supporting documents
23 in the Class Action.

24 23. On April 29, 2025, Defendant served responses to Plaintiff's written formal discovery
25 requests (specifically, Special Interrogatories (Set One) and Requests for Production of Documents
26 (Set One)).

27 24. On June 26, 2025, Plaintiff filed an Opposition to Defendant's Motion to Consolidate
28 and supporting documents in the Class Action.

1 25. On July 2, 2025, Defendant filed a Reply in support of its Motion to Consolidate in the
2 Class Action.

3 26. On July 10, 2025, the Court granted Defendant's Motion to Consolidate and
4 consolidated the Class Action and PAGA Action (together, the "Actions") with the Class Action being
5 designated the lead case. The complaints in the Actions are together referred to as the "Operative
6 Complaints".

7 27. On January 21, 2026, Plaintiff and Defendant (together, the "Parties") participated in a
8 formal mediation conducted by Brandon McKelvey, Esq. ("Mediator"), a neutral and respected
9 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
10 Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
11 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
12 in a long form settlement agreement.

13 28. On June 11, 2026, the Parties executed the Class Action and PAGA Settlement
14 Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement
15 Agreement is attached hereto as **Exhibit 3**.

16 **Summary of the Terms of the Settlement Agreement**

17 29. For purposes of settlement only, the Parties have agreed that the Class shall be defined
18 as "all current and former non-exempt employees who worked for Defendant in the State of California
19 during the Class Period" ("Class" or "Class Member(s)"). The Class Period is defined as the period
20 from April 16, 2020 to March 22, 2026. Defendant has represented that there are a total of two hundred
21 and seventy-five (275) Class Members.

22 30. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
23 Complaints for a non-reversionary Gross Settlement Amount of One Million One Hundred Seventy-
24 Five Thousand Dollars and Zero Cents (\$1,175,000.00), exclusive of employer-side payroll taxes. The
25 Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
26 allocations. The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-
27 third (1/3) of the Gross Settlement Amount (i.e., \$391,666.67 if the Gross Settlement Amount is
28 \$1,175,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty-Two

Thousand Dollars and Zero Cents (\$32,000.00); (3) Administration Expenses Payment, not to exceed Seven Thousand Six Hundred Ninety Dollars and Zero Cents (\$7,690.00); (4) Class Representative Service Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Penalties in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Six Hundred Seventy-Six Thousand One Hundred Forty-Three Dollars and Thirty-Three Cents (\$676,143.33). Additionally, 25% of the PAGA Penalties, which is \$15,000.00 out of \$60,000.00, will be fully distributed to “all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period” (“Aggrieved Employee(s)”). The “PAGA Period” is defined as the period from April 15, 2023 to March 22, 2026.

31. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant for at least one day during the Class Period (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Class Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

32. Twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”). The *pro rata* share of the twenty-five percent (25%) of the PAGA Penalties that an Aggrieved Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

33. Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage

1 withholdings and will be reported on IRS 1099 Forms. Each Individual PAGA Payment will be
2 allocated as one hundred percent (100%) penalties and will be reported on an IRS 1099 Forms by the
3 Administrator.

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

8 35. Each Individual Class Payment and Individual PAGA Payment check will be valid and
9 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
10 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
11 the Administrator to the State of California's Unclaimed Property Fund in the name of the Participating
12 Class Member and/or Aggrieved Employee.

13 **The Settlement is Reasonable**

14 ***Informed Arms-Length Negotiations***

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

19 37. The Parties engaged in extensive formal and informal discovery prior to reaching a
20 settlement. Prior to mediation, Defendant produced all of the putative class members' time and payroll
21 data as well as Defendant's relevant wage and hour policies, Plaintiff's employee documents, and
22 information regarding the total number of putative class members, the number of current versus former
23 employees, the total workweeks worked by the putative class members, and the average rate of pay
24 for the putative class members. Defendant's relevant wage and hour policies are attached hereto as
25 **Exhibit 4**. Based on a review of these policies, Class Counsel determined that these policies were
26 applied uniformly throughout the Class. This determination was supported by multiple sources of
27 evidence. First, Defendant's employee handbook, by its express terms, applies to "all QFS
28 administrators, directors, officers, staff, contractors, volunteers, employees and associated parties" –

1 a scope encompassing the entire Class. Second, the employee handbook acknowledgment form,
2 signed by Class Members, confirms that each employee agreed to “comply with the policies,”
3 reflecting a uniform, company-wide distribution of Defendant’s policies. Third, the time and payroll
4 data Defendant produced for the entire Class showed consistent patterns of alleged violations across
5 the putative class period consistent with the application of a common set of policies and practices.
6 Finally, Plaintiff attested, based on her own employment experience, that she directly observed her
7 co-workers subjected to the same wage and hour practices, and that Defendant applied the same
8 policies and practices to its non-exempt employees. Taken together, these multiple, independent bases
9 led Class Counsel to conclude that Defendant’s employment policies were applied on a class-wide
10 basis.

11 38. This allowed Class Counsel to conduct an informed assessment and analysis of the
12 strengths and weaknesses of the claims and the potential class-wide damages.

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

18 *Estimate of Potential Value of Claims*

19 40. Class Counsel analyzed all available data and estimated Defendant’s maximum
20 potential exposure to be approximately \$7,070,217, assuming the litigation was successful at trial on
21 all claims at issue and every employee had a violation for each claim on every shift worked. This
22 maximum potential analysis was then reduced based on the challenges facing the likelihood of
23 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
24 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
25 relevant time period, less interest, and based on the analysis of the data, which included: \$1,985,669
26 for meal period violations; \$2,547,959 for rest period violations at a 100% violation rate; \$640,850 for
27 unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$23,991 for unpaid
28 overtime wages at the required regular rate of pay; \$182,340 for unreimbursed business expenses;

1 \$1,013,408 for waiting time penalties; and \$676,000 for wage statement penalties. Plaintiff further
2 estimated that Defendant faced an additional exposure of \$1,077,700 in potential, non-stacked (i.e.,
3 one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties.
4 Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$8,147,917 in
5 damages.

6 ***Specific Risks Considered***

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

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

18 43. Defendant denied and continues to deny any liability and wrongdoing of any kind
19 associated with the claims alleged in the Actions, and further denies that class certification is
20 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
21 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
22 Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification
23 because individual issues would predominate should this case go to trial. As with all class actions,
24 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
25 risk that the Court may deny class certification.

26 44. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
27 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
28 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had

1 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
2 in the manner required under California law. Defendant contended that its policies and practices at all
3 times during the Class Period were lawful. Indeed, Plaintiff's own analysis revealed that Defendant's
4 written meal period policy was facially compliant with California law, which significantly undermined
5 Plaintiff's ability to demonstrate a uniform unlawful policy on a class-wide basis and shifted the focus
6 to whether Defendant's actual practices departed from that written policy – a showing that would
7 require individualized inquiry into each employee's experience. Defendant argued that the rate of
8 purported meal period violations reflected in the data would require individualized inquiry and that
9 such inquiry would prohibit a class from being certified. We also had to consider the risk that the
10 Court would find validity in the individualized proof defense to certification of Plaintiff's meal period
11 claim.

12 45. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
13 period allegations, and these claims were particularly uncertain. As with the meal period allegations,
14 Defendant contended that it had a lawful written rest period policy, provided compliant rest breaks,
15 and relieved Class Members of all duties as required under California law. Additionally, this claim
16 was even more uncertain given the difficulties associated with proving the alleged rest period
17 violations, as Defendant was not required to record these breaks. Without records demonstrating that
18 rest periods were denied, there were legitimate concerns Plaintiff would not be able to certify these
19 claims or prove substantial damages with requisite certainty, which made the estimated value of this
20 claim subject to much challenge.

21 46. Plaintiff also faced challenges certifying and proving liability for her minimum wage
22 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
23 performed by the Class Members both before and after their shifts and during purported meal periods.
24 For example, it was reported that Plaintiff and Class Members frequently experienced delays and
25 difficulties clocking in and out of shifts and meal periods due to the unreliable Wi-Fi connection, and
26 that Class Members spent time discussing the prior shift with staff before clocking in. However, the
27 individualized nature of why this work was performed and the individualized nature of damages
28 presented substantial concerns regarding the manageability of the case and the risk the Court could

1 find these issues prevented certification, and the estimated damages for this claim were based on an
2 assumption that all Class Members worked off the clock for at least one hour per week.

3 47. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
4 Members for necessary business-related expenses, such as the usage of personal cell phones for work-
5 related purposes. Defendant contended that it had a policy and practice of reimbursing employees for
6 necessary business-related expenses. Defendant further contended that, with respect to the alleged
7 expenses for which Plaintiff and the other Class Members never requested reimbursement from
8 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
9 incurred. Defendant further contended that the reason for why a Class Member undertook certain
10 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
11 would raise individual issues that could not be certified.

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

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

employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

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

51. Accordingly, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate Sixty Thousand Dollars and Zero Cents (\$60,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5.11% of the Gross Settlement Amount**Error! Reference source not found..** This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

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52. Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, the Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing her ability to succeed on class certification by 60% to \$3,259,167. The merits-based risk factors further reduced Defendant's estimated liability by an additional 60%. This resulted in an adjusted estimated liability of \$1,303,667. In light thereof, the settlement amount of \$1,175,000 is a significant settlement.

53. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the Aggrieved 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

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

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

55. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$391,666.67 if the Gross Settlement Amount is \$1,175,000.00) and actual litigation costs and expenses in an amount not to exceed Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00), 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.

56. To date, Blackstone Law, APC has spent approximately 583.80 total hours litigating this matter. To date, our total fees incurred amount to \$237,265. Each attorney who worked on this matter engaged in a multitude of tasks including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of Blackstone Law APC's current lodestar for each attorney who worked in this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate¹</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	66.10	\$500	\$33,050
Karen I. Gold	Senior Counsel	134.20	\$450	\$60,390
Noam Y. Reiffman	Senior Associate	74.30	\$400	\$29,720
Marissa A. Mayhood	Senior Associate	9.70	\$400	\$3,880
Ashley H. Cruz	(Former) Senior Associate	17.20	\$400	\$6,880
Sara Pezeshkpour	Associate	53.40	\$400	\$21,360
Sara Madan	Associate	96.30	\$350	\$33,705
Hallie Makrakis	Associate	79.60	\$350	\$27,860
Alexandra Rose	Senior Associate	21.80	\$400	\$8,720
Theodore R. Tang	Associate	31.20	\$375	\$11,700

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¹ The hourly rates listed herein are not the hourly rates numerous courts throughout the State of California have approved Class Counsel at as Class Counsel's hourly rates are much higher. However, these rates listed herein have been approved for Jonathan M. Genish and Alexandra Rose by this Court in the action entitled *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292. Based on the hourly rates approved in the *Geston* action, Class Counsel proposes the hourly rates listed herein for Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Ashley H. Cruz, Sara Pezeshkpour, Sara Madan, Hallie Makrakis, and Theodore R. Tang.

1 57. We expect to spend additional hours in connection with the settlement administration
2 process, drafting the motion for final approval and supporting documents, preparing for and attending
3 the Final Approval Hearing, and managing the settlement through its conclusion, including anticipated
4 communications with defense counsel, the Administrator, our client, and Class Members. Blackstone
5 Law, APC also had litigation support personnel actively engaged in assisting with the prosecution of
6 this matter.

7 58. As of the date of this filing, Class Counsel's actual litigation costs and expenses amount
8 to Twenty-Seven Thousand Sixty-Two Dollars and Forty-One Cents (\$27,062.41). A true and correct
9 itemized list of Blackstone Law APC's current litigation costs and expenses is attached hereto as
10 **Exhibit 5.**

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

18 60. Class Counsel has litigated this matter for over two years and was actively preparing
19 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
20 of the legal services provided, the time incurred in performing those services, and Class Counsel's
21 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
22 by Class Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation
23 Expenses Payment is disclosed to the Class Members in the Class Notice.

24 ***Notice to the Class***

25 61. After obtaining competing bids from potential settlement administrators, which
26 includes Apex Class Action Administrator (\$7,690.00), ILYM Group, Inc. (\$7,950.00), and Phoenix
27 Settlement Administrators (\$7,950.00), the Parties agreed to retain Apex Class Action Administrator
28 ("Apex" or "Administrator"), which was the lowest bidder, to handle the notice and settlement

1 administration process. The Parties respectfully request that the Court appoint Apex to handle these
2 procedures and to serve as the Administrator. Defendant will provide Apex with the Class Data and
3 Apex will calculate each Class Member's estimated Individual Class Payment and each Aggrieved
4 Employee's estimated Individual PAGA Payment. Apex will also receive and process Requests for
5 Exclusion, written objections, and challenges to Workweeks and/or PAGA Pay Periods; will provide
6 necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and
7 withholdings with respect to the wages portion of the Individual Class Payment; will prepare and
8 submit informational and other tax filings and documents; will issue and transmit all payments
9 provided for by the Settlement, including, but not limited to, mailing Individual Class Payment checks
10 to the Participating Class Members and Individual PAGA Payment checks to the Aggrieved
11 Employees; and perform any other usual and customary duties for administering a class action
12 settlement.

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

17 ***Notice of Settlement to the LWDA***

18 63. In accordance with California Labor Code section 2699(s)(2), on June 24, 2026, a copy
19 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's
20 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
21 as **Exhibit 6**.

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

24 Executed on June 26, 2026, at Jersey City, New Jersey.

25 

26 Alexandra Rose

EXHIBIT 1

- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Lusk Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with

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

- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No.

23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Colton Ray v. Papé Machinery, Inc., et al.*, Humbolt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.

- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement

of representative wage and hour action pursuant to PAGA.

- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative

wage and hour action pursuant to PAGA.

- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with

other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabhkil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in

settlement of representative wage and hour action pursuant to PAGA.

- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No.

CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No.

30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

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

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

April 15, 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: *Cynthia Porraz v. Quality Group Homes, Inc.*

To Whom It May Concern:

This office represents Cynthia Porraz (“Claimant”) with respect to their claims under the California Labor Code against Quality Group Homes, Inc. (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 Cynthia Porraz from approximately November 2021 to September 2023 as a non-exempt, hourly-paid employee. Cynthia Porraz worked as a Head of Service and a Mental Health Rehab Specialist for Employers and was based out of Employers’ facility located at 4928 East Clinton Way, Fresno, CA 93727.

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) communicating with HR due to internet issues prior to clocking in and (2) receiving and responding to work related questions.. 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 (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

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

taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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

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

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

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 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



Karen Gold, Esq.

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

Quality Group Homes, Inc.
Agent for Service, D Mae Johnson
4928 E Clinton Way Ste 108
Fresno, CA 93727

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Cynthia Porraz (“Plaintiff”) and Defendant Quality Group Homes, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Cynthia Porraz vs. Quality Group Homes, Inc.* Fresno Superior Court Case No. CECG01665 initiated on April 16, 2024, and the case captioned *Cynthia Porraz vs. Quality Group Homes, Inc.* Fresno Superior Court Case No. CECG02628 initiated on June 20, 2024, both of which have been consolidated, stayed, and are pending in the Fresno County Superior Court and consolidated with the master case no. being designated as Case No. 24CECG01665; and Plaintiff’s individual claims that are currently pending in arbitration with the American Arbitration Association under AAA Case No. 01-25-001-6906.
- 1.2 “Administrator” means Apex Class Action Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees who worked for Defendant in the State of California during the Class Period.
- 1.6 “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, Alexandra Rose, and Theodore R. Tang of Blackstone Law, APC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Address Search” means the Administrator’s investigation and search for current Class

Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from April 16, 2020 to March 22, 2026.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Fresno.
- 1.16 “Defendant” means named Defendant Quality Group Homes, Inc.
- 1.17 “Defense Counsel” means Littler Mendelson P.C.
- 1.18 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$1,175,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the

PAGA Period.

- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.25 “Labor Code” means the California Labor Code, as it existed on April 16, 2024. Specifically, references to PAGA (Labor Code Sections 2698 *et seq.*) refer to those sections as they were numbered prior to the 2024 amendments.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency.
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from April 15, 2023 to March 22, 2026.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).
- 1.33 “PAGA Notice” means Plaintiff’s April 15, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of \$60,000.00 for PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to the LWDA (\$45,000.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Cynthia Porraz, the named plaintiff in the Action.
- 1.37 “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.40 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees, divisions, related entities, agents, partners, benefit plans, and representatives.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 45 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail written objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1 On April 16, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for: (1) violation of California Labor Code Sections 1194, 1197, 1197.1 (minimum wages); (2) violation of California Labor Code Sections 510 and 1198 (unpaid overtime); (3) violation of California Labor Code Sections 226.7 and 512(a) (meal break violations); (4) violation of California Labor Code Section 226.7 (rest break violations); (5) violation of California Labor Code Sections 204 and 201 (wages not timely paid during employment); (6) violation of California Labor Code Section 226(a) (wage statement violations); (7) violation of California Labor Code Sections 201, 202, and 203 (untimely final wages); (8) violation of California Labor Code Sections 2800 and 2802 (failure to reimburse necessary business expenses; and (9) violation of California Business & Professions Code Section 17200, et. seq. On June 20, 2024, Plaintiff filed a PAGA only action in the Fresno County Superior Court based on alleged violations of the California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 (hereinafter the two complaints in combination are referred to as the “Operative Complaints”). The aforementioned matters have been consolidated in the Fresno County Superior Court with the master case being designated as Case No. 24CECG01665. Defendant denies the allegations in the aforementioned Operative Complaints, denies any failure to comply with the laws identified in in the Operative Complaints filed in the Action and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.3 On January 21, 2026, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's policies and procedures at issue and class records, including the Class Members' time and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million One Hundred Seventy Five Thousand Dollars and Zero Cents (\$ 1,175,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 To Plaintiff: Class Representative Service Payment of not more than Seven Thousand Five Hundred Dollars and Zero Cents \$7,500.00. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$391,666.67, and a Class Counsel Litigation Expenses Payment of not more than Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel

Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$7,690.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$7,690.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates there are 275 Class Members who collectively worked a total of 24,465 Workweeks, and 171 Aggrieved Employees who worked a total of 5,389 PAGA Pay Periods.
- 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.1 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator

need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

- 4.3.2 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee.
- 4.3.3 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, individually and on behalf of her respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaints and Plaintiff's PAGA Notice ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaints that are alleged to have occurred during the Class Period, 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, and 2802, California Business & Professions Code section 172000 et. seq., California Industrial Commission Wage Orders, and including all claims related to alleged: (1) minimum wage violations; (2) overtime violations; (3) meal break violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; and (8) unfair competition (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaints and PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to any and all claims for violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et. seq. and any claims related to alleged minimum wage violations, overtime violations, meal break violations, rest break violations, wage statement penalties, waiting time penalties, and failure to reimburse necessary business expenses (“Released PAGA Claims”). Aggrieved Employees may not opt out of the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s local rules, standing orders, or other published.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (l)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to

exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 Not later than 30 days after the Court grants preliminary approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose Class Notices are re-mailed. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Any Request for Exclusion received by mail within 5 calendar days of the Response Deadline will be deemed timely, notwithstanding the postmarked date.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the

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

7.7 Objections to Settlement.

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

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

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.
- 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** At the January 21, 2026 mediation, Defendant estimated that from April 16, 2020 to January 21, 2026, there were 24,022 total Workweeks. If the total Workweeks during the Class Period ultimately increase by more than 10% (i.e., if the Workweeks exceed 26,424), then the Gross Settlement Amount shall increase on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, the Gross Settlement Amount would increase by 1%). At least 30 days prior to the hearing on preliminary approval, Defendant shall verify the number of Workweeks.
- 9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all administration expenses incurred to that point. Defendant must

notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of releases to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

11. APPELLATE COURT ORDERS TO VACATE, REVERSE OR MATERIALLY MODIFY JUDGMENT. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted by Class Members), this Agreement shall be null and void. The Parties shall

nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

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

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

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

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

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

was the drafter or participated in the drafting.

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

To Plaintiff:

BLACKSTONE LAW, APC.
Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Noam Y. Reiffman
nreiffman@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Sara Pezeshkpour
spezeshkpour@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
Theodore R. Tang

ttang@blackstonepc.com
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

LITTLER MENDELSON, P.C.

Tanja L. Darrow
tdarrow@littler.com
Brooke S. Hammond
bhammond@littler.com
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107

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

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

ACCEPTED AND AGREED:

Dated: 06/11/2026, 2026

Dated: _____, 2026

Cynthia Porraz

Plaintiff Cynthia Porraz

Defendant Quality Group Homes, Inc.

Mae Johnson
Title:

AGREED AS TO FORM AND CONTENT:

Dated: June 11, 2026

Theodore R. Tang
Jonathan M. Genish
Karen I. Gold
Noam Y. Reiffman
Sara Pezeshkpour
Marissa A. Mayhood
Alexandra Rose
Theodore R. Tang
BLACKSTONE LAW, APC
Attorneys for Plaintiff Cynthia Porraz

Dated: _____, 2026

Tanja L. Darrow
Brooke S. Hammond
LITTLER MENDELSON, P.C.
Attorneys for Defendant Quality Group
Homes, Inc.

ttang@blackstonepc.com
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

LITTLER MENDELSON, P.C.

Tanja L. Darrow
tdarrow@littler.com
Brooke S. Hammond
bhammond@littler.com
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107

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ACCEPTED AND AGREED:

Dated: _____, 2026

Dated: 6/10/26, 2026

Plaintiff Cynthia Porraz

Mae Johnson
Defendant Quality Group Homes, Inc.

Mae Johnson
Mae Johnson
Title: CEO

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2026

Jonathan M. Genish
Karen I. Gold
Noam Y. Reiffman
Sara Pezeshkpour
Marissa A. Mayhood
Alexandra Rose
Theodore R. Tang
BLACKSTONE LAW, APC
Attorneys for Plaintiff Cynthia Porraz

Dated: June 10, 2026



Tanja L. Darrow
Brooke S. Hammond
LITTLER MENDELSON, P.C.
Attorneys for Defendant Quality Group
Homes, Inc.

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

(Cynthia Porraz v. Quality Group Homes, Inc., Case Nos. CECG01665 and CECG02628)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Quality Group Homes, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Cynthia Porraz (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant in the State of California during the Class Period of April 16, 2020 through March 22, 2026 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period of April 15, 2023 through March 22, 2026 (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked << >> Workweeks** during the Class Period and **you worked << >> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or more PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement.
- (3) **Object to the Class Settlement.** You can object to the class settlement as long as you have not opted out of the settlement by submitting a written objection to the Administrator or appearing at the final approval hearing to object orally. If you object to the settlement, you are still eligible for an Individual Class Payment. You cannot object to the PAGA portion of the proposed settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims (defined below) against Defendant that are covered by this settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is << _____ >>	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<  >>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
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You Can Participate in the << _____ >> Final Approval Hearing	The Court's final approval hearing is scheduled to take place on << _____ >>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by << _____ >>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period ("Workweeks") and how many pay periods you worked at least one day during the PAGA Period ("PAGA Pay Periods"), respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this notice. If you disagree with the number of Workweeks and/or PAGA Pay Periods, you must challenge it by << _____ >>. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to pay timely wages and reimburse necessary business expenses; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, Alexandra Rose, and Theodore R. Tang of Blackstone Law, APC ("Class Counsel").

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

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

So far the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay \$1,175,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, a class representative service payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court:
 - A. Up to 1/3 of the Gross Settlement Amount (\$391,666.67) to Class Counsel for attorneys’ fees and up to \$32,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,690.00 to the Administrator for services administering the settlement.
 - D. Up to \$60,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80 % to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes.

The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.
8. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaints that are alleged to have occurred during the Class Period, 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, and 2802,

California Business & Professions Code section 172000 et. seq., California Industrial Commission Wage Orders, and including all claims related to alleged: (1) minimum wage violations; (2) overtime violations; (3) meal break violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; and (8) unfair competition (“Released Class Claims”). Except for the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on events occurring outside the Class Period.

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

The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaints and PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to any and all claims for violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et. seq. and any claims related to alleged minimum wage violations, overtime violations, meal break violations, rest break violations, wage statement penalties, waiting time penalties, and failure to reimburse necessary business expenses (“Released PAGA Claims”).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek and/or PAGA Pay Period Challenges. The number of Workweeks and/or

PAGA Pay Periods you worked during the Class Period and PAGA Period, as recorded in Defendant's records, is stated in the first page of this notice. You have until << >> to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

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

V. HOW WILL I GET PAID?

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

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

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

To opt out of the class action settlement, submit a written and signed letter with your full name, present address, telephone number or email address and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cynthia Porraz v. Quality Group Homes, Inc.*, Case Nos. CECG01665 and CECG02628. You must make the request yourself. If someone else makes the request for you, other than your legal representative, it will not be valid. **You must send your request to be excluded to the Administrator by << >>, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the <<_____>> final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website <<_____>>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<_____>>.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Cynthia Porraz v. Quality Group Homes, Inc.*, Case Nos. CECG01665 and CECG02628 and include your full name, current address, telephone number or email address and sign the objection. Section IX of this notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on <<date>> at <<time>> in Department [____] of the Fresno Superior Court, located at __, Fresno, CA __. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend in person (or hire a lawyer to attend).

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website <<_____>> beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to <<(specify entity)>> website at <<(url)>>.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.fresno.courts.ca.gov/> and entering the Case Number for the Action, Case No. CECG01665. You can also make an appointment to personally review court documents in the Clerk's Office at the 1130 O Street, Fresno, CA 93721 or by calling (559) 457-1900, Monday through Thursday – 8AM to 3PM and Friday 8AM to 12PM.

Class Counsel:

BLACKSTONE LAW, APC.

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ttang@blackstonepc.com

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or

otherwise change your mailing address.

EXHIBIT 4

families through a caring array of highly trained, professional and skilled staff. The Board of Directors, Chief Executive Officer, Corporate Compliance Officer, QFS Directors and Administrators continuously review and/or improve agency programs and services, as well as ensure local, state and licensing requirements are met or exceeded.

Because QFS depends on the collaborative efforts of many stakeholders to realize our philosophy, all employees receive training that instills the agency philosophy, policies and procedures. Ultimately, QFS thrives to establish a safe, healthy and collaborative work environment for QFS employees to meet the needs of the people we serve.

CORPORATE BUSINESS PRACTICES

CORPORATE PREMISE

QFS is a fiscally responsible, nonprofit 501(c)(3), community services agency committed to serving diverse citizen populations in California. The QFS Board of Directors has adopted this Employee Handbook & Policies and Procedures Manual as the guidelines to promote the proper and consistent application of ethics and conduct in all corporate interactions. As such, the Board will review and amend these guidelines, as it deems necessary or appropriate.

Scope

QFS is a non-profit corporation dedicated to the provision of quality behavioral health care, residential, adjunct, support and other community-based services. This Employee Handbook & Policies and Procedures Manual applies to all QFS administrators, directors, officers, staff, contractors, volunteers, employees and associated parties who provide services and/or interact with QFS consumers, consumer families and contracted agencies.

Statement of Values

QFS strives to maintain a set of values by which we conduct business. As such, QFS continues to uphold high levels of business, professional, service and personal integrity in all types of transactions and interactions. To this end, this Employee Handbook & Policies and Procedures Manual emphasizes QFS' commitment to ethical practices, professional conduct, and compliance with all applicable policies, procedures, regulations, and laws in meeting the needs of persons served.

The success of QFS is dependent on the trust and confidence we earn from employees as well as from persons served, stakeholders, and the surrounding community. QFS gains credibility by adhering to commitments, displaying honesty and integrity and reaching goals through honorable conduct.

Employees should always consider any action based on whether it will build trust and credibility for QFS; if it will help create an environment in which QFS can succeed long term; and if the

QFS Microsoft Office 365 shared files and/or the “Quality Employees Only” webpage of the QFS website.

It is the employee's responsibility to read, understand and comply with all of the QFS handbook materials, policies and procedures. An employee may consult with their QFS Director and/or the Chief Executive Officer in regards to any questions about these policies or any other issues regarding employment.

Establishment

The Board of Directors review QFS policies and procedures in accordance with:

- Title 1, Division 2, Part 2 of the California Corporation Code Section 5110 known as the “Nonprofit Public Benefit Corporation Law”
- “Articles of Incorporation of Quality Group Homes, Inc.”
- “Bylaws of Quality Group Homes, Incorporated” □ Community Care Licensing’s LIC 9165 (2/99) "Facts You Need to Know: Group Homes [STRTP Facilities] Board of Directors" document
- Community Care Licensing’s California Code of Regulations, Title 22 most current Interim Licensing Standards (ILS) for Short Term Residential Therapeutic Program (STRTP)
- CARF International’s accreditation guidelines and standards for Child and Youth Services Standards Manual.

Therefore, all policies or procedures become subject to revisions or implementation of current and practical information, as deemed obligatory by the Board of Directors. Any QFS employee may submit a proposal(s) for a revised or provisional policy and/or procedure to their supervisor or directly to the Chief Executive Officer.

Except for an employee's “At Will” status, any and all policies or practices can be changed at any time, including changes in hours, wages and working conditions at any time. However, the Chief Executive Officer is the only person that has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than “At Will”. QFS Directors, Administrators nor supervisors have been delegated this authority. Only the Chief Executive Officer, with Board approval, has the authority to make any such written, signed agreement.

Therefore, any verbal representations made to the contrary of a policy or procedure in effect is not binding unless modified in writing by the Chief Executive Officer with approval of the Board of Directors.

Physicians, psychologists, clinicians, or other professional personnel engaged by QFS on an “as needed” basis for the purpose of a specific service are not considered QFS employees. However, based on the needs of the agency, the Chief Executive Officer may choose to employ professional personnel for the efficiency and effectiveness of meeting QFS’ mission.

EXEMPT AND NON-EXEMPT EMPLOYEES

Quality employees are classified into one of the two categories listed below:

- **Exempt Employees** - Employees whose performance is determined by their attainment of specific objectives or goals, as opposed to their attendance during a rigid set of working hours or under direct supervision, such as the Chief Executive Officer, Human Resources Director, Program Directors, and Bookkeeper.
- **Non-Exempt Employees** - Employees whose compensation is determined on an hourly, per shift basis, such as Administrative Assistants, Social Workers, Facility Managers, and Direct Care staff.

An offer of employment is made to the most qualified applicant, contingent upon the successful completion of all required information. Upon successful completion of pre-employment requirements, a new employee is given an Orientation Start Date, which is separate from their Initial Hire Date.

All employees completing one year of employment starting from their Initial Hire Date are considered regular employees. All employees will be required and must be willing to work in any designated QFS facility and/or location as assigned.

ORIENTATION AND TRAINING PROCESS FOR ALL NEW QFS EMPLOYEES

Quality Family Services conducts an orientation for all new hires. The orientation must take place within the first week of employment. The new hire or new employee orientation is approximately twenty (20) hours long and is based on the current Employee Handbook & Policies and Procedures Manual all QFS employees are to abide by or adhere to.

ORIENTATION AND TRAINING PROCESS FOR NEW QFS EMPLOYEES BY PROGRAM, OFFICE, OR SERVICE

Thereafter, each department completes a customized orientation and new hire training for the new employees assigned to the following:

- Foster Care and Adoption Services
- Short Term Residential Therapeutic Program
- Behavioral and Mental Health Services
- Quality Counseling Center
- Continuum of Community Services

REST PERIODS

Employees are to take one continuous 10-minute undisturbed duty break from work after completing a minimum of three and half and a maximum of four hours of work during the course of their scheduled workday at QFS. Subsequently, for each additional period of four hours worked, the employee is to take one additional 10-minute undisturbed duty break. For example, one break for six hours worked; two breaks for eight hours worked; three breaks for 12 hours worked, etc... If taking a break off premises, you **must** clock out. If you work in the STRTP facility, you may only take a break off the premises if there are enough staff on-duty (for safety and security reasons).

Work breaks are to be taken during times designated by the employer. All ten-minute breaks are paid time. If on any given workday, an employee has difficulty or it appears he/she may be unable to take one of his/her work breaks, it is the employee's responsibility to immediately advise their supervisor or the administrator of this occurrence. Management or administration will then make provisions to allow the employee his/her designated break.

Employees are responsible for reading and adhering to the statement on the bottom of his/her time sheet pertaining to Staff Lunch/Meal/Duty Breaks while working in a STRTP facility.

Employers are required to give each employee at least a ten (10) minute paid break for each four (4) hours worked (or major fraction of four (4) hours). If an employee works three and one-half (3 ½) hours or less, it is not required that a break be given to that employee. Breaks should be given to employees as near to the middle of the four (4) hours segment of time as is practical. If an employer fails to provide a rest period, the employer must pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. This additional hour is not counted for purposes of overtime calculations. (*See appropriate Industrial Welfare Commission (IWC) Order*).

MEAL PERIODS

All employees, regardless of their assigned office or facility, have the option to take an off-site lunch break. For STRTP employees, the Administrator needs to be informed in advance to allow time to schedule another employee to meet the regulatory client-staff ratio.

Lunch, meals and/or food for all employees should be consumed in designated areas only. Staff who work in the Administrative Office are to consume their meals/food in the lunchroom. Meals are not to be eaten or consumed at an employee's workstation.

Office parties are to be held between 12:00pm and 1:00pm, or after 5:00pm, unless otherwise preapproved by the Chief Executive Officer/designee.

An employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes, except that if the total work period

per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.” (See Labor Code § 512(a))

Employees are entitled to a minimum of a thirty (30) minute duty-free meal period for every five (5) hours worked. A second meal period is required if an employee works more than ten (10) hours per day unless the work period is less than twelve (12) hours, then the second meal period may be waived by mutual consent. Meal periods are not required to be paid, providing that the meal period is “duty-free”. For a meal period to be “duty-free” the employer cannot require that an employee perform any duties while on a meal break. (*Bono Enterprises v. Labor Commissioner* (1995) 32 Cal.App.4th 968, 38 Cal.Rptr2d 549 and *Madera POA v. City of Madera* (1984) 36 Cal.3d 403)

An “on-duty” meal period is only permitted when the nature of the work prevents an employee from being relieved of all duties and when, by written agreement between the parties, an on-the-job paid meal period is agreed to. If an employer requires an employee to remain at the work site or facility during the meal period, the meal period must be compensated.

If an employer fails to provide a legally required meal period, the employer must pay the employee one (1) additional hour of pay at the employee’s regular rate of pay per day. This additional hour is not counted for purposes of overtime calculations. (See appropriate IWC Order and Labor Code § 226.7)

An employee may elect to take a designated daily lunch break during the course of his/her scheduled workdays at QFS. Lunch breaks are 30 minutes to one (1) hour in duration and are to be taken during times that are designated by the employer. This applies only to those days when an employee works a minimum of five (5) hours.

All off-duty lunch breaks are unpaid time and require the employee to clock-out when taking a lunch break, and to clock-in when returning from a lunch break (*Each employee has to have a signed copy of the “Rest Periods and Meal Breaks Acknowledgement” form in their QFS Personnel file.*) According to the Federal Wage Order 5 if an employee elects to take off-duty lunches, he/she will need to submit a request at least 30 days in advance to administration.

Exclusivity

The conditions indicated under Lunch Breaks (Meal Periods) and Work/Duty Breaks (Rest Periods) above are mutually exclusive of each other; and therefore, are not to be combined in their application.

ATTENDANCE

- A. Any employee who exhibits excessive absenteeism may be subject to disciplinary action, up to and including termination.
- B. **NO changes or alterations are to be made in an employee’s work schedule without prior authorization from their immediate supervisor.**

- C. Employees will not be permitted to work ANY overtime hours without prior approval from their Director. Failure to get prior approval may result in disciplinary action.
- D. Any unapproved overtime hours worked will be adjusted accordingly from the employee's work schedule on the current pay period or the following pay period.

Excessive Absence and/or Tardy Policy

Implemented on January 1, 2014, any employee with excessive incidents of tardiness within a six (6) month period, will be deemed Excessive, and the following disciplinary procedures may apply. Upon the:

- **5th Absence or Tardy occurrence:** The employee may receive a written warning and a copy will be permanently kept in his/her Personnel File in the main office. In addition, the employee will also be required to attend an Employee Discussion Meeting (EDM) with the Chief Executive Officer and a representative from the Human Resources Department.
- **6th Absence or Tardy occurrence:** The employee may receive a three-day suspension without pay.

The employee may receive a second written warning, specifying that any further violation of any agency policy or procedure may result in immediate termination. Absences and Tardies will be considered separately.

Exclusions: The following absences will be considered for exclusion on a case-by-case basis:

- Industrial Injuries
- Absences due to illness with a doctor's note
- Disabilities that fall under the ADA/FEHA regulations (protected categories)

GARNISHMENT OR OTHER COMPENSATION

It is the policy of QFS not to loan money to any employee, nor shall the agency disperse paychecks prior to scheduled paydays; therefore, employees are instructed NOT to request loans, advances, or early paychecks.

- A. Employees will be charged \$20.00 for each duplicate of all W-2 forms if requested from Accounting.
- B. Employees will be charged a \$20.00 bookkeeping fee per each garnishment check issued by the agency, as it is the employee's responsibility to pay his/her own personal bills, if requested from Accounting.
- C. Facility Managers who fail to adhere to an assigned scheduled therapy sessions or appointments (i.e. ILS, Substance Abuse Group, Individuals, Group, Staffing, Manager Meeting, Client Appointments, etc.) may result in one pre-designated day off (without pay) for the first violation; future violations will result in increasing discipline, including and up to termination.

- Employees are not allowed to use their Personal Device Hotspots to conduct official business on Quality-issued devices.
- Any Personal Devices that might be approved for official business use must be setup by Quality's IT Administrator for proper job provisioning and configuration of standard apps, such as browsers, office productivity software and security tools, before they can use their Personal Device to access the network.
- In order to ensure the confidentiality of *Protected Health Information (PHI)*, traditional text messaging or multimedia messaging services sending work-related data on your Personal Device is prohibited.

Personal Device Reimbursement Disclaimers

- Quality Family Services will not pay for the equipment and/or internet costs of the employee's Personal Devices for reading any agency e-mail or text messages or making or receiving phone calls when on duty or when not on duty.
- Quality Family Services may reimburse an employee for any charges incurred for the use of their Personal Devices for official business if it is deemed appropriate for their position and is to the benefit of the agency. If a Personal Device falls into this category, another policy would be required for review and signature by the employee prior to any reimbursement taking place.

Personal Device User Acknowledgment and Agreement

- It is Quality Family Services rights to restrict or rescind computing privileges, or take other administrative or legal action due to failure to comply with the above referenced Policy and Rules of Behavior. Violation of these rules may be grounds for disciplinary action up to and including removal.
- I acknowledge, understand and will comply with the above referenced security policy and rules of behavior, as applicable to my Personal Device usage at Quality Family Services. I understand that using my Personal Devices in the workplace may result in increases to my personal monthly service plan costs. I further understand that reimbursement of any business related data/voice plan usage of my Personal Device is not provided.
- I acknowledge, understand and will comply with the above referenced security policy and rules of behavior, as applicable to my usage of my Personal Devices in the workplace.

Print Employee Name: _____

Employee Signature: _____ Date: ____/____/____

EMPLOYEE HANDBOOK & POLICIES AND PROCEDURES ACKNOWLEDGMENT

I hereby acknowledge receipt of the employee handbook of Quality Family Services.

I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, company practices, and other communications do not create an employment contract or term.

I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time.

I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing. I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment.

I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE



QUALITY GROUP HOMES, INC.

EMPLOYEE LETTER OF UNDERSTANDING

COMPANY VEHICLES

- (1) Always call in to the agency pager at: (559) 228- 3442 before moving any agency vehicle at least 10 minutes prior to departing.
- (2) Mileage is to be logged on the Mileage Log (*this log should remain in the vehicle*) before and after each vehicle use. Staple all gas/repair receipts to the Mileage Log.
- (3) Clients and Staff must wear seat belts at all times when the vehicle is in motion—vehicle is not to be moved until all passengers have complied.
- (4) Clients and Staff are NOT to eat or drink in an agency vehicle -- No EXCEPTIONS.
- (5) Staff are not to transport clients in personal vehicles without prior approval from the Executive Director (call pager).
- (6) Staff are not to give keys to clients at any time. Staff will be held financially responsible for all expenses related to replacing locks, ignitions, etc. due to losing keys.
- (7) Agency vehicles are not to be used for personal use or taken home overnight.
- (8) Staff must obey all traffic regulations at all times while driving. Receipt of traffic citations or moving violations may result in termination. Receipt of two(2) calls regarding negative driving from the agency driver referral number is cause for suspension or termination.
- (9) At fault damage/accidents in agency vehicles may result in RESTITUTION and/or TERMINATION.
- 10) Staff responsible for receiving parking tickets will be charged restitution.
- 11) Staff are responsible for notifying administration in cases of a lost, suspended and/or revoked driving license and failure to do so will result in immediate termination.
- 2) Staff causing and failing to report damage to an agency vehicle or other property will receive disciplinary action. Staff are responsible for any damage they cause a vehicle.
- 3) Staff will note the condition of each van/vehicle prior to and after each use. Staff will be held responsible for cleanliness/maintenance of the vehicle during their use of the vehicle.
-) Agency vehicles must be washed a minimum of once per week and must be locked at all times.
-) Quality Group Homes, Inc. is not responsible for any damage to staff vehicles. Staff should not part in facility driveways/garages where clients have greater access to their vehicles.

PHONES

Staff must log the time, date and phone number of each phone call.

Phones are to be used for business purposes only. When clients use the phone, staff are to be with them.

violation will result in the staff being charged plus an additional \$100 charged to staff. The second violation is cause for termination.

- (4) Clients are to use phones after 5:00 pm (including pay phones).
- (5) All phone call may be monitored at any time for Quality Assurance.

FOOD & SUPPLIES

- (1) Staff must make every effort to follow the group home menu.
- (2) Staff are to bring their own food to work. Staff may not use agency vehicles to get their meals.
- (3) Staff must pay \$5.00 per meal each time they eat the group home food.
- (4) Personal use of group home supplies, food, soap, detergent and/or drinks is NOT permitted.
- (5) Doing personal laundry at the group home is cause for termination.

LOGS

- (1) Staff are to read logs upon arrival to work. Staff are not to leave their shift until their logs are complete, but must clock out as scheduled.
- (2) Staff must log each time medication is administered to a client. If a client refuses medication(s), it should be noted on the medication sheet and house log. In addition, the Manager must then notify the therapist that the client refused their medication(s).
- (3) Staff must complete client point sheets in the presence of the client PRIOR to leaving shift.
- (4) Incident report drafts must be written immediately following an incident. If an incident occurs during hours the office is open, it must be reported to administration. After business hours, it should be reported to the Executive Director (call pager). NO EXCEPTIONS.
- (5) Staff involved in or submitting an incident report must attend the next scheduled agency Incident Review (refer to agency calendar for schedule).

SUPERVISION

- (1) Staff must arrive to work on time and provide adequate supervision of clients at all times. Failure to do so will result in disciplinary action.
- Staff are responsible for ensuring clients make and keep their appointments in a timely manner. Failure to do so will result in disciplinary action.
- Staff must never strike a client or utilize any unauthorized physical interventions. Only those responses and/or interventions taught through agency training and orientation will be permitted. Failure to do so will result in disciplinary action.
- Staff must NOT contribute to the delinquency of a minor such as damaging property, injuring others, using drugs/alcohol on duty or in the presence of the clients, etc. Doing so will result in disciplinary action.

- (5) Any changes in schedule must be approved by the Executive Director PRIOR to making such changes.
- (6) Overtime must be approved by the Executive Director PRIOR to working the hours.
- (7) Staff scheduled to be on duty must be in the group home or must have called in their location to the agency pager. Staff must punch their time cards in themselves. Punching in or out on the time clock for another staff member is cause for termination for both staff involved.
- (8) Whenever clients are in bed, staff must conduct bed checks at approximately 20 minute intervals by punching the agency bed check card in on the time clock. Bed checks will begin at 11:00 p.m.
- (9) Staff are to conduct room checks on a regular basis and should be aware of all client whereabouts at ALL times.
- (10) Staff is not to be away from the group home during times clients are scheduled to be home. Staff will have each client sign TIME LOGS to assure constant supervision.
- (11) Restitution will be charged to staff for any damage they cause company or client property.
- (12) Knives must be locked up at all times - to be used only by STAFF (one knife per house).
- (13) Staff are NOT to borrow, loan or purchase items for or from clients at any time.
- (14) Staff are responsible for keeping all thermostats on automatic settings. The Temperature should be set at approximately 79 degrees - both Winter and Summer.
- (15) Staff are responsible for securing the group home at all times - turn on alarm and lock all doors & windows.

COMMUNICATION

- 1) Staff will NOT undermine the program to staff, clients or community.
 - 2) Staff will NOT use profanity towards or in the presence of clients at any time.
 - 3) Staff are NOT to discuss clients or other staff members within the hearing range of any other clients.
 - 4) Breach of Confidentiality or Conflict of Interest will result in disciplinary action.
 - 5) Staff should be professional and avoid the use of sarcasm at all times with all clients.
- Staff must exercise courtesy toward clients when referring to program rules which clients have the option of obeying or disobeying.
- All Placing Agent(PO/SW) contacts (by phone or letter) must be routed through the agency Social Worker.
- All injuries must be reported to the Executive Director (call pager) as soon as possible after the injury.

SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THE ABOVE STIPULATIONS IN THIS EMPLOYEE LETTER OF UNDERSTANDING. I ALSO UNDERSTAND THAT THE ITEMS ADDRESSED THROUGH THIS LETTER OF UNDERSTANDING SUPERCEDES ANY PREVIOUS STIPULATIONS REGARDING THESE ITEMS PRIOR LETTERS OF UNDERSTANDING. MY FAILURE TO ADHERE TO THESE STIPULATIONS MAY RESULT IN DISCIPLINARY ACTION INCLUDING AND UP TO TERMINATION.

Signature

Date

10-26-21

EXHIBIT 5

Date	Type of Expense	Description of Expense	Amount
<i>Porraz v. Quality Group Homes, Inc.</i>			
11/3/2023	Mailing	Welcome Pkg	\$1.59
4/15/2024	Mailing	PAGA Letter to Quality Group Homes Inc (Agent)	\$8.69
4/16/2024	Mailing	Records Request to Quality Group Homes, Inc.	\$8.69
4/16/2024	Mailing	Records Request to Quality Group Homes, Inc. (Agent)	\$8.69
4/29/2024	Filing	Steno: Complaint Package	\$2,037.20
5/10/2024	Filing/Service	Steno: Personal Service	\$217.95
6/28/2024	Filing	Steno: Complaint Package (PAGA)	\$647.20
8/23/2024	Filing	Steno: Joint Initial CMC Statement	\$99.95
8/24/2024	Filing	Steno: Notice of Remote Appearance	\$59.95
9/9/2024	Filing	Steno: Notice of Related Case	\$59.95
9/9/2024	Filing	Steno: Notice of Related Case (PAGA)	\$59.95
9/19/2024	Filing/Service	Steno - Personal Service (PAGA)	\$194.95
10/3/2024	Filing	Steno: Case Management Statement; Notice of Remote Appearance (PAGA)	\$59.95
12/5/2024	Filing	Steno: Plaintiff's Opposition to Defendants Motion to Strike Plaintiff's Class Claims and Supporting Documents	\$59.95
12/11/2024	Filing	Steno: Plaintiff's Opposition to Defendant's MTCA (PAGA)	\$59.95
12/13/2024	Filing	Steno: Notice of Remote Appearance (PAGA)	\$99.95
12/13/2024	Filing	Steno: Notice of Remote Appearance	\$99.95
3/28/2025	Filing	Steno: Case Management Conference Statement (PAGA)	\$59.95
4/2/2025	Filing	Steno: Notice of Remote Appearance (PAGA)	\$59.95
4/3/2025	Filing	Steno: Notice of Remote Appearance	\$59.95
4/11/2025	Filing	Steno: Status Report re Arbitration	\$59.95
4/11/2025	Other	Court Call: Remote Appearance for Attorney Noam Reiffman	\$72.00
4/14/2025	Other	Payment to American Arbitration Association	\$350.00
6/10/2025	Filing	Steno: Request for Pretrial Discovery Conference	\$99.95
6/27/2025	Filing	Sten: Plaintiff's Opposition to Motion to Consolidate and Supporting Documents	\$59.95
7/8/2025	Filing	Steno: Notice of Remote Appearance	\$59.95
9/30/2025	Filing	Steno: Joint Status Report	\$86.95
10/7/2025	Mediation	Payment to M Resolution	\$7,000.00
12/19/2025	Mediation	Payment to M Resolution	\$7,000.00
1/26/2026	Expert Fee	Payment to Berger Consulting Group	\$6,887.50
2/18/2026	Filing	Steno: Joint Status Report	\$99.95
2/23/2026	Filing	Steno: Notice of Remote Appearance	\$99.95
4/16/2026	Filing	Steno: Notice of Remote Appearance	\$59.95
4/29/2026	Filing	Steno: Report, Request and PO	\$126.95
6/18/2026	Expert Fee	Payment to Berger Consulting Group	\$1,035.00
		TOTAL:	\$27,062.41

EXHIBIT 6



Thank you for your Proposed Settlement Submission

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

Fecha Mié 24/06/2026 16:33

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

06/24/2026 02:33:34 PM

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

Item submitted: Proposed Settlement

On 06/24/2026 02:33:34 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1022386-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)