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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

LONYAI CAMACHO, individually, and on
behalf of other members of the general public
similarly situated; and TERESA TURNER on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

v.

EYECARE SERVICES PARTNERS
MANAGEMENT, LLC, a Delaware limited
liability company; INLAND EYE
SPECIALISTS, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2203096

**DECLARATION OF VARTAN
MADOYAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 15, 2026

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Settlement is particularly impressive when viewed against the difficulties encountered by Plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendants prevailing at trial.

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Class Payment to the Settlement Class meets awards in similar wage and hour class actions. Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly, Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

8. On July 25, 2022, Plaintiff Camacho commenced the class action lawsuit entitled *Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.*, in the Superior Court of California for the County of Riverside, Case No. CVRI2203096 by filing the Class Action Complaint for Damages, which alleged ten causes of action against Defendant for: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; (10) violations of California Business and Professions Code sections 17200, *et seq.*

9. On October 12, 2022, Defendants filed its Answer to the Class Action Complaint, denying each and every allegation set forth in the Class Action Complaint. Subsequently, the Parties engaged in written discovery.

10. On May 13, 2024, Plaintiff Turner served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff Turner’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various

1 provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”)
2 Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General
3 Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

4 11. On June 5, 2024, the Parties participated in an all-day mediation presided over by
5 mediator Warren Jackson, Esq., a mediator of wage and hour class and PAGA actions. Following
6 acceptance of a mediator’s proposal, the Parties drafted and negotiated a long-form settlement
7 agreement, which is the subject of the instant motion.

8 12. On January 13, 2026, Plaintiffs filed a First Amended Complaint (“Operative
9 Complaint”) adding Plaintiff Turner as a named Plaintiff and asserting an additional cause of action
10 under PAGA.

11 13. Months before filing the Action, Class Counsel began its pre-filing investigation into
12 Plaintiffs’ complaints. Class Counsel’s investigation started with several lengthy interviews with
13 Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their
14 employment. Class Counsel subsequently determined that Plaintiffs’ complaints justified further
15 inquiry.

16 14. To prepare for mediation, Defendant informally produced a random sampling of Class
17 Members’ time and pay records, as well as information and documents concerning the claims set forth
18 in the Action, including but not limited to, Defendant’s employee handbooks and relevant wage and
19 hour policies, datapoints, including but not limited to, information regarding the number of Class
20 Members and PAGA Group Members, the number of workweeks worked by the Class Members, and
21 the number of pay periods worked by the PAGA Group Members.

22 15. Class Counsel evaluated the Class Members’ payroll and time data to develop various
23 damage models. Among other things, Class Counsel worked with a third-party data expert to determine
24 the approximate amount of allegedly unpaid wages, amount of allegedly unpaid overtime wages,
25 number of workweeks, pay periods, average length of shifts and average number of hours worked per
26 week. Class Counsel also estimated the number of allegedly missed, late, or truncated meal and rest
27 periods, the amount of allegedly unpaid wages, the amount of allegedly unpaid overtime, and the
28 amount of allegedly missed meal and rest period premiums paid during the Class Release Period.

1 16. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
2 determining Plaintiff Camacho's suitability as a putative class representative and Plaintiff Turner's
3 suitability as a PAGA Group Member representative through interviews, background investigations,
4 and analysis of their employment files; (2) evaluating all of Plaintiffs' potential claims; (3) researching
5 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
6 of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing Defendants'
7 labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues
8 which could affect settlement approval; (7) evaluating Plaintiffs' claims and estimating Defendants'
9 liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
10 mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the
11 claims being settled, as well as the impediments to recovery, such as to make an independent
12 assessment of the reasonableness of the terms to which the Parties have agreed.

13 17. Class Counsel only agreed to enter the Settlement following this thorough investigation
14 and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable law, and
15 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
16 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
17 believes this Agreement to be in the best interests of the Class Members.

18 18. On June 5, 2024, the Parties conducted a full day of mediation with Warren Jackson,
19 Esq. Mr. Jackson helped to manage the Parties' expectations and provided a useful, neutral analysis of
20 the issues and risks to both sides. Although the Parties did not settle at mediation, Mr. Jackson helped
21 to narrow the gap between the Parties' respective positions. With Mr. Jackson's continuing guidance
22 and mediator's proposal, the Parties were eventually able to negotiate a complete settlement of
23 Plaintiffs' claims. The complete and final terms of the Parties' settlement are now set forth in the
24 Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
25 compromise of the claims at issue.

26 **IV. ARGUMENT**

27 19. Once the Parties reached a settlement, they engaged in protracted negotiations regarding
28 the written terms of the settlement. The Parties maintained the arm's length, non-collusive and

1 adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final
2 product of these settlement negotiations. Objectively, the Settlement terms are fair, adequate and
3 represent a reasonable compromise of the claims at issue.

4 20. As set forth in greater detail above, Class Counsel conducted a very thorough
5 investigation into the factual and legal issues in dispute. In addition to formal and informal discovery,
6 document review, data analysis and legal research, Class Counsel also researched similar wage and
7 hour actions. Although no two cases are identical, this research provided Class Counsel with a marker
8 to inform settlement discussions and, ultimately, to measure this settlement against. The investigation
9 allowed Class Counsel to realistically assess the value of Plaintiffs' claims and intelligently engage
10 defense counsel in settlement discussions that culminated in the proposed settlement now before the
11 Court.

12 21. Class Counsel only agreed to enter the Settlement following their thorough investigation
13 and evaluation of Plaintiffs' claims. Based on this investigation of the facts, applicable law, and
14 marketplace for similar settlements, and considering the risk of significant delay, uncertainty
15 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
16 believes this Agreement to be in the best interests of the Class Members.

17 22. The Gross Settlement Amount of \$2,350,000.00 is fair and reasonable considering the
18 nature and magnitude of the claims being settled and the various potential impediments to recovery.
19 Prior to mediation, Class Counsel worked with a third party to review the data produced by Defendants and
20 develop economic damage models measuring Defendants' liability exposure while accounting for the
21 uncertainties of continued litigation. The entire Net Settlement Amount will be paid to all Settlement
22 Class Members who do not opt out of the Settlement resulting in an average estimated Individual Class
23 Payment of approximately **\$1,645.90**. Class Counsel calculated the potential and realistic values of
24 each claim as follows:

25 23. Plaintiffs' action alleges that Defendant has violated the California Labor Code and
26 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme
27 of wage abuse against Plaintiffs and the Class Members, including inter alia, failing to properly
28 compensate overtime and minimum wages, failing to provide compliant meal and rest periods and

1 associated premium pay, failing to timely pay wages during employment, failing to timely pay wages
2 upon termination and associated waiting-time penalties, failing to provide compliant wage statements,
3 failing to maintain requisite payroll records, and failing to reimburse necessary business expenses.
4 Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business
5 practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties
6 recoverable under PAGA.

7 24. Based on data provided by Defendant and extrapolated by Plaintiffs, the total number of
8 Class Members during the period from July 25, 2018 to June 5, 2024 ("relevant time period") was
9 estimated to be approximately 799 individuals who worked an estimated total of 60,734 workweeks
10 with an average hourly rate of pay of \$24.97

11 25. Plaintiffs contended that Defendant required Class Members to perform work before
12 clocking in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs
13 contended that Defendant discouraged the recordation of overtime hours and required Class Members
14 to perform work off-the-clock. Plaintiffs also contended that meal and rest periods were regularly
15 missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises
16 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay
17 premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendant
18 intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they
19 were employed by Defendant, within the time period permissible under California law, and that
20 Defendant failed to pay all wages due upon termination, within the time period permissible under
21 California law, thereby triggering waiting-time penalties under California Labor Code section 203.
22 Plaintiffs contended that, based on the violations described herein, the wage statements provided by
23 Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiffs contended that
24 Defendant failed to reimburse Plaintiffs and the other Class Members for necessary business expenses,
25 including, but not limited to, the costs associated with the usage of vehicles for work duties, and costs
26 associated with the purchase of uniforms required to perform their work duties.

27 26. Class Counsel considered Defendant's arguments, e.g., that the employer's practices,
28 policies, and procedures complied with the law, that Defendant paid Class Members over the California

1 minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours
2 worked, that Defendant provided compliant meal and rest periods even if employee's voluntarily chose
3 not to take them in a compliant manner, that no waiting-time penalties were due because waiting-time
4 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
5 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage statement
6 violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative
7 of the other causes of action, and that a policy and practice of reimbursing employees for necessary
8 business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in
9 establishing that any of provisions of the California Labor Code, on which the civil penalties under
10 PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or
11 warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide
12 discretion when assessing penalties under PAGA, and that it could be determined that individual
13 liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other
14 circumstances which could raise individualized questions of fact) and could pose challenges to
15 certification, manageability, and the merits of Plaintiffs' claims.

16 27. Class Counsel considered information, data, and documents obtained from Plaintiffs,
17 Defendant, and other sources, and created violation, damages, and penalties valuations and models prior
18 to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims.
19 However, the potential value of each claim assumed an exposure based on the above-captioned action
20 having been certified and Plaintiffs having proven all elements of the claims and entitlement to
21 monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite
22 risks associated with obtaining and maintaining certification and demonstrating manageability, risks to
23 establishing liability and any underlying California Labor Code and IWC Wage Order violations and
24 damages, and significant additional costs that would have to be incurred in order to certify the above
25 captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced
26 the risk of the Court finding that individualized issues predominate, such that the cases are not suitable
27 for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions,
28 Class Counsel recognized the circumstances and realities of the cases, applicable case law and

1 regulations, the extensive time and pay records produced by Defendant, the costs and expenses of
2 further litigation and certification, and risks to recovery, and applied appropriate discounts for them.
3 Class Counsel calculated the potential and realistic values of each claim as follows:

- 4 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
5 be \$2,226,547.48 (60,734 workweeks x 1 hour of unpaid overtime wages x overtime
6 hourly rate of \$37.46, which is based on 1.5 times the average hourly rate of \$24.97).
7 At this juncture, a discount of 40% was applied to account for the risks associated
8 with obtaining and maintaining class certification (bringing the value of this claim
9 closer to \$1,335,928.49), a discount of 50% was applied to account for the risks
10 associated with succeeding on the merits and establishing liability (bringing the
11 value of this claim closer to \$667,964.24), and a discount of 50% was applied to
12 account for the risks associated with proving the extent of damages and obtaining an
13 award thereof (bringing the value of this claim closer to \$333,982.12).
- 14 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
15 be \$1,484,166.86 (60,734 workweeks x 1 hour of unpaid minimum wages x average
16 hourly rate of \$24.97). At this juncture, a discount of 50% was applied to account
17 for the risks associated with obtaining and maintaining class certification (bringing
18 the value of this claim closer to \$742,083.43, a discount of 60% was applied to
19 account for the risks associated with succeeding on the merits and establishing
20 liability (bringing the value of this claim closer to \$296,833.37), and a discount of
21 60% was applied to account for the risks associated with proving the extent of
22 damages and obtaining an award thereof (bringing the value of this claim closer to
23 \$118,733.35).
- 24 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
25 value of this claim was estimated to be \$1,484,166.86 (60,734 workweeks x 1 meal
26 period premium x average hourly rate of \$24.97). At this juncture, a discount of 50%
27 was applied to account for the risks associated with obtaining and maintaining class
28 certification (bringing the value of this claim closer to \$742,083.43), a discount of

60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$296,833.37), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$148,416.69).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$2,968,333.72 (60,734 workweeks x 2 rest period premiums x average hourly rate of \$24.97). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,187,333.49), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$415,566.72), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$166,226.69).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately 502 Class Members had been terminated during the three-year statutory lookback period. Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$3,008,385.60 collectively (502 individuals x [30 days x hourly rate of \$24.97 x 8 hours]), or approximately \$5,992.80 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,504,192.80), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this

claim closer to \$526,467.48), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$184,263.62).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim, during the one-year statutory lookback period, was calculated to be \$1,012,000.00 (253 class members x \$4,000 statutory maximum). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$506,000.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$177,100.00), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$61,985.00).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$374,459.40 (60,734 workweeks x \$6.30 unreimbursed business expenses). At this juncture, a discount of 55% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$168,506.73), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$84,253.37), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$42,126.68).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and

oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$840,000.00 (480 aggrieved employees estimated to have worked during one-year statutory period x \$1,750 civil penalties based on initial violation rates summed for each PAGA claim). At this juncture a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$504,000.00), and a discount of 50% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$252,000.00).

28. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

29. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

30. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class Members of their rights and remedies. The Administrator will first verify addresses, then mail the

1 proposed Class Notice to all Class Members. The Notice will include information regarding the nature
2 of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure,
3 and time period within which to request for exclusions or objections to the Settlement, the date for the
4 final approval hearing, the formula used to calculate settlement payments, and the terms and scope of
5 the Released Claims. Agreement at § 7.3. The Parties negotiated this method to ensure delivering the
6 most reasonable method of notice to the Class Members while ensuring cost effective administration of
7 the Settlement. The Class Notice includes an exclusion form that Class Members can fill out in order to
8 exclude themselves from the Settlement, and an Objection Form that Class Members can fill out in
9 order to object to the terms of the Settlement. The Class Notice informs Class Members of where they
10 can find the full text of the settlement agreement, the court address, and court website address.

11 31. The Settlement provides for Plaintiff Incentive Awards of \$7,500.00 to each Plaintiff.
12 The Plaintiff Incentive Awards are fair and reasonable compensation for the Plaintiffs' efforts bringing
13 the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
14 Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed
15 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class, and for
16 providing a general release of claims to Defendants in exchange for the Plaintiff Incentive Awards.

17 32. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Plaintiff
18 Incentive Awards once preliminary approval of the Settlement is granted. Such motion will be
19 accompanied by a declaration from Plaintiffs that describes the services they performed to prosecute
20 this action, includes an estimate of time incurred by Plaintiffs in performing these services, the risks
21 they assumed or benefits they received in prosecuting this action, and identify any adverse
22 consequences he suffered in prosecuting this action. Plaintiffs have **not** negotiated any settlement of
23 individual claims with Defendants separate from the settlement at bar.

24 33. Class Counsel took this matter on a contingency fee basis and invested significant time
25 and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average
26 Individual Class Payment illustrates the demonstrably positive outcome for the Settlement Class
27 Members. Considering the positive outcome for the Settlement Class Members, and in light of the
28 supporting authority, the proposed Attorneys' Fees and Attorneys' Expenses is fair and reasonable.

1 34. Plaintiffs will file a formal motion for the negotiated Attorneys' Fees and Attorneys'
2 Expenses once preliminary approval of the Settlement is granted. Such motion will be accompanied by
3 a declaration that provides evidence of the total amount of time spent by Class Counsel, a description
4 of the work performed, and the reasonableness of the fees charged. Such declaration will also include
5 a detailed description of the costs actually incurred. This declaration will include details related to fee
6 splitting between Class Counsel, and Plaintiffs' written notice of such. Plaintiffs respectfully submit
7 that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

8 35. For Settlement purposes, Plaintiffs contend, and Defendants do not dispute, that
9 provisional certification of the Class is appropriate.

10 36. Because all Class Members are Defendants' current and former employees, the class is
11 readily ascertainable from Defendants' regular business records, i.e., payroll records.

12 37. The statutes relating to each of Plaintiff Camacho's claims apply with equal force and
13 effect to the entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and
14 Defendants' liability can be determined by facts common to all members of the class. The wage and
15 hour issues are both numerous and substantial, and a class action is the most advantageous method of
16 dealing with the claims of the Settlement Class.

17 38. Plaintiff Camacho's wage and hour claims are typical of the proposed Settlement Class
18 because they arise from the same factual basis and are based on the same legal theories applicable to
19 the other Class Members. Likewise, Plaintiff Camacho's interests are entirely coextensive with the
20 interests of the Settlement Class. Plaintiff Camacho alleges that he was injured by the same company-
21 wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff
22 Camacho has already demonstrated his ability to advocate for the interests of the Class Member by
23 initiating this litigation, reviewing various documents and speaking at length with his attorneys, and
24 evaluating the proposed settlement to assure that it is fair.

25 39. A class action is superior to a multitude of individual lawsuits. Given the size and amount
26 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
27 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
28

claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

V. CLASS COUNSEL’S EXPERIENCE

40. For over a decade, Lawyers for Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers for Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers for Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

41. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by

1 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one
2 hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended
3 over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many
4 cases in conjunction with co-counsel, he has successfully litigated cases involving the executive,
5 administrative, and other overtime exemptions to the State of California and federal overtime
6 compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained
7 class certification by contested motion practice in approximately sixteen (16) cases in the last decade,
8 and litigated over 1,000 class action or representative action cases.

9 42. Arby Aiwasian is a Member and Shareholder of Lawyers for Justice, PC. He received his
10 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude.
11 He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May
12 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
13 the California Court of Appeal for the Second Appellate District. From approximately August 2008 to
14 approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw
15 of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California
16 in 2010. He is admitted to practice before all courts of the State of California and all United States
17 District Courts in the State of California. He has worked on many wage-and-hour class action and
18 representative action cases, taking the lead in taking and defending depositions, arguing motions, and
19 attending mediations. He has played an integral role in preparing matters for class certification,
20 including and not limited to, successful certification of a class in Upson v. Sur La Table (Los Angeles
21 County Superior Court Case No. BC424012), Montazemi v. Regus Management (Los Angeles County
22 Superior Court Case No. BC478769), and Abdulhaqq v. Urban Outfitters (Alameda County Superior
23 Court Case No. RG13680477). Under his supervision, dozens of class action or representative action
24 cases have resulted in settlements that have been granted court approval. He has handled over one
25 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
26 representative action cases which have resulted in settlement.

27 43. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor
28 of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from

1 the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law
2 Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013)
3 and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court
4 for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens
5 of depositions and successfully handled motion practice in class action cases regarding discovery
6 (including and not limited to, regarding class contact information), class certification (both contested
7 class certification and stipulated class certification), arbitration agreements, coordination, and
8 intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable
9 decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
10 such claims, e.g., Roberto Betancourt v. Prudential Overall Supply (Cal. Ct. App., Mar. 7, 2017) 9
11 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v.
12 Superior Court (2019) 8 Cal.5th175. She has significant experience with class actions, including and
13 not limited to working on cases to obtain class certification through contested motion practice and
14 working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical
15 sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a
16 certified class consisting of approximately 2,600 individuals). She has extensive experience with class
17 action and/or representative action settlements, and has handled this process in over five hundred (500)
18 cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers for Justice, PC has
19 handled the class certification and court approval process for hundreds of class action and/or
20 representative action matters that have successfully resolved. Joanna Ghosh is a member of the
21 California Employment Lawyers Association and, on several occasions, has been a speaker regarding
22 topics in wage and hour law at the organization's continuing legal education events.

23 44. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree in
24 Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola
25 Law School in 2011, graduating Cum Laude and Order of the Coif honors. I am admitted to practice
26 before all courts in the State of California and all U.S District Courts in California, I externed for the
27 Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California,
28 from June 2009 to August 2009. I externed for the Honorable Gary A. Fess of the United States District

1 Court, Central District of California, from January 2010 to May 2010. From 2011, through and
2 including the present, my practice consisted almost exclusively of complex wage and hour class action
3 and PAGA action matters in California. From October 2011 to June 2012, I was an associate at Littler
4 Mendelson's Century City, California office working for one of the largest employer-side labor and
5 employment law firms in the United States. From July 2013 to March 2014, I was an Associate at
6 Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July
7 2023, I worked as an Associated and then Counsel at Baker Hostetler LLP's Los Angeles office. From
8 August 2023 to present, I have been a Member of Lawyers for Justice PC. I have taken and defended
9 dozens of depositions and have successfully handled motion practice in class action and PAGA cases
10 regarding discovery (including and not limited to motions regarding class contact information),
11 dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled
12 a complex wage and hour class action and PAGA case through a trial verdict in the matter of Estrada
13 v. Royalty Carpet Mills, Orange County Superior Court, Case No. 30-2013-00692890. I also
14 successfully handled briefing on appeal regarding employer efforts to compel arbitration. Titlemax of
15 Cal v. Pena, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March
16 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions
17 and PAGA Actions and have handled and supervised this process in over one hundred (100) cases.

18 I am not aware of any class, representative, or other collective action in any other court in this or
19 any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or
20 group of individuals some or all of whom would also be members of the class defined in this action. I
21 made reasonable inquiry of other members of my law firm and associated law firms to determine whether
22 those attorneys are aware of any such similar actions, which they are not.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on April 20, 2026, at Glendale, California.

25 **LAWYERS FOR JUSTICE, PC**

26 By: 
27 Vartan Madoyan
28 Attorney for Plaintiffs

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Lonyai Camacho and Teresa Turner (together, the “Plaintiffs”) and Defendants Eyecare Services Partners Management LLC and Inland Eye Specialists, a Medical Corporation (together, the “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS

- 1.1. “Action” means, Plaintiffs’ lawsuit alleging wage and hour violations against Defendants: *Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.*, Riverside Superior Court Case No. CIVRI2203096.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the settlement notice process and funding and distribution of the Gross Settlement Amount, as defined below, and all related matters. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.
- 1.3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and costs incurred in the execution of its duties under this Settlement, as approved by the Court in connection with Preliminary Approval of the Settlement, currently estimated not to exceed \$12,425.00.
- 1.4. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$40,000.
- 1.5. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed thirty-five percent (35%) of the Gross Settlement Amount currently estimated to be \$822,500 out of \$2,350,000.00. Attorneys’ fees will be divided between Class Counsel as follows: 85% to Lawyers for Justice, PC, 7.5% to JCL Law Firm, APC, and 7.5% to Zakay Law Group, APLC.

- 1.6. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Vartan Madoyan, and Matthew Richard Soto from Lawyers *for* Justice, PC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.
- 1.7. “Class Notice” means the “Court Approved Notice of Class Action Settlement And Hearing Date For Final Court Approval,” informing Settlement Class Members of the following: the nature of the Action; a summary of the terms of the Settlement; the definition of the Settlement Class; the definition of the PAGA Group Members, a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the number of Workweeks credited to each Settlement Class Member, the number of PAGA Pay Periods credited to each PAGA Group Member (if applicable), and the procedure for disputing the number of Workweeks and PAGA Pay Periods credited; the estimated Individual Settlement Share for the Settlement Class Member and the estimated Individual PAGA Share (if applicable). The Class Notice will be to be mailed to Settlement Class Members in English and Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.8. “Class Release Period” means the period from July 25, 2018, March 23, 2025.
- 1.9. “Class Representative” means Plaintiff Lonyai Camacho.
- 1.10. “Class Settlement” means the settlement and resolution of the Released Class Claims (as defined below)
- 1.11. “Court” means the Superior Court of California, County of Riverside.
- 1.12. “Defendants” means named Defendants Eyecare Services Partners Management LLC and Inland Eye Specialists, a Medical Corporation.
- 1.13. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.14. “Effective Date” means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is 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 later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.

- 1.15. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.16. "Final Approval Hearing" means the Court's hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.17. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.18. "Gross Settlement Amount" means Two Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$2,350,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Attorneys' Fees, Attorneys' Expenses, Plaintiff Incentive Awards and the Administration Costs.
- 1.19. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.
- 1.20. "Individual PAGA Payment" means the *pro rata* share of the PAGA Group Members' Payment that an PAGA Group Member will be eligible to receive under the PAGA Settlement (as defined below), to be calculated in accordance with Paragraph 3.2.5.
- 1.21. "Judgment" means the judgment entered by the Court based upon the order granting final

approval of the Settlement.

- 1.22. “LWDA” means the California Labor and Workforce Development Agency.
- 1.23. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA.
- 1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA Payment, Plaintiff Incentive Awards, Attorneys’ Fees, Attorneys’ Expenses and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.
- 1.25. “Non-Participating Class Member” means any Settlement Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. “Notice of Objection” means a Settlement Class Member’s written objection to the Settlement, which must include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement indicating that the Settlement Class Member objects to the Settlement and providing all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Settlement Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Notices of Objection must be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline (as defined below).
- 1.27. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*). Unless otherwise specified, all citations and references to PAGA are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Action and this Settlement (as defined below) pursuant to California Labor Code section 2699, subd. (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.
- 1.28. “PAGA Group Member” means all non-exempt employees employed by Defendants in California at any time during the PAGA Release Period.
- 1.29. “PAGA Group Members’ Payment” means the 25% of the PAGA Penalties (as defined below),

to be distributed to PAGA Group Members on a *pro rata* basis based on their PAGA Pay Periods (as defined below).

- 1.30. “PAGA Pay Period” means any pay period during which an PAGA Group Member actually recorded time worked in Defendants’ timekeeping system, during the PAGA Release Period, and does not include leaves of absences, vacations, or furloughs.
- 1.31. “PAGA Notice” means Plaintiff Teresa Turner’s letter, submitted on May 13, 2024, to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32. “PAGA Penalties” means the total amount of PAGA civil penalties (One Hundred Fifty Thousand Dollars and Zero Cents [\$150,000.00]) to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Group Members (Thirty-Seven Thousand Five Hundred Thousand Dollars and Zero Cents [\$37,500.00]) and the 75% to LWDA (One Hundred and Twelve Thousand Five Hundred Dollars and Zero Cents [\$112,500.00]) in settlement of PAGA claims.
- 1.33. “PAGA Release Period” means the period from May 13, 2023, March 23, 2025.
- 1.34. “PAGA Representative” means Plaintiff Teresa Turner.
- 1.35. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims (as defined below).
- 1.36. “Participating Class Member” means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiff Incentive Award(s)” means the payment to Plaintiff Lonyai Camacho in the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) subject to Court approval, for initiating the Action, for serving as a representative of the Settlement Class, providing services in support of the Action, and in exchange for their general release as provided for in this Settlement Agreement, and payment to Plaintiff Teresa Turner in the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) subject to Court approval, for joining the Action, for serving as a representative of the PAGA Group Members, providing services in support of the Action and in exchange for their general release as provided for in this Settlement Agreement.

- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.42. “Released Parties” means: Defendants, together with their officers, directors, employees and agents.
- 1.43. “Request for Exclusion” means a Settlement Class Member’s timely and valid submission of a written request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Settlement Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Settlement Class Member requesting exclusion; (d) clearly state that the Settlement Class Member does not wish to be included in the Settlement, and (e) be submitted in accordance with Paragraph 8.4..
- 1.44. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice, and shall be the last date on which Settlement Class Members may: fax, email, or mail a Requests for Exclusion from the Settlement, a Notice of Objection to the Settlement, and/or dispute of the Workweeks and/or PAGA Pay Periods credited to him or her. Settlement Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.
- 1.45. “Settlement Class” means all current and former hourly-paid or non-exempt employees employed by Defendants in California at any time during the Class Release Period.
- 1.46. “Settlement Class Data” means a complete list of all Settlement Class Members’ identifying information and data that Defendants’ will diligently and in good faith compile from their

records and provide to the Administrator. The Settlement Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include the Settlement Class Member's full name, last-known mailing address, Social Security number, start and end dates worked for Defendants during the Class Release Period (as defined below) and during the PAGA Release Period (as defined below), and such other information as is necessary for the Administrator to calculate Workweeks (as defined below) and PAGA Pay Periods (as defined below). No later than thirty (30) days after execution of this Agreement, Defendants will provide the Administrator with the Class Data.

- 1.47. "Settlement Class Member" means a member of the Settlement Class.
- 1.48. "Settlement Class Member Address Search" means the Administrator's investigation and search for Settlement Class Members' most current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address ("NCOA") database, skip traces, and direct contact by the Administrator with Settlement Class Members.
- 1.49. "Workweek" means any week during which a Settlement Class Member actually recorded time worked in Defendants' timekeeping system, during the Class Release Period, and does not include leaves of absences, vacations, or furloughs.

2. RECITALS

- 2.1. On July 25, 2022, Plaintiff Lonyai Camacho filed her Class Action Complaint for Damages ("Original Complaint") beginning a wage and hour action against Defendant for violations of the California Labor Code.
- 2.2. On May 13, 2024 Plaintiff Teresa Turner sent her PAGA Notice to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 2.3. On December 11, 2025, the Parties filed a Stipulation and [Proposed] Order for Leave to File First Amended Complaint. Within ten (10) days of the Court granting leave to amend, Plaintiff Camacho will file a First Amended Class Action Complaint for Damages and Enforcement Under The Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq., adding Plaintiff Teresa

Turner as a named plaintiff and a cause of action under PAGA.

- 2.4. Plaintiffs' core allegations are that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and the Settlement Class Members, of, *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages and associated waiting time penalties, failing to provide compliant wage statements, and failing to reimburse necessary business-related expenses, and thereby engaged in unfair business practices under the California Business and Professions Code and conduct that gives to penalties recoverable under PAGA.
- 2.5. On June 5, 2024, the Parties participated in an all-day mediation presided over by mediator Warren Jackson, Esq.
- 2.6. Mr. Jackson helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. Although the Parties did not settle at mediation, Mr. Jackson helped to narrow the gap between the Parties' respective positions. With Mr. Jackson's continuing guidance and mediator's proposal, the Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims.
- 2.7. Prior to mediation, Plaintiffs obtained, through discovery, documents and data regarding Defendants' policies and practices, as well as data concerning Settlement Class Members' and PAGA Group Members' time and payroll records. Plaintiffs' 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").
- 2.8. The Court has not granted class certification.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by the Escalator Clause, Defendants promise to pay Two Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$2,350,000.00) and no more as the Gross Settlement Amount in consideration for the releases as

described herein, and to separately pay any and all employer payroll taxes owed on the Wages Portions of the Individual Class Shares. Defendants have no obligation to pay the Gross Settlement Amount or any employer payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

- 3.2.1. To Plaintiffs: Plaintiff Incentive Awards to the Plaintiffs of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to be paid from the Gross Settlement Amount in addition to any Individual Class Payment and/or any Individual PAGA Payment the Plaintiffs are entitled to receive as a Participating Class Member and/or PAGA Group Member. Defendants will not oppose Plaintiffs' request for Plaintiff Incentive Awards that do not exceed these amounts. Plaintiffs will seek preliminary and final approval, respectively, from the Court for any Plaintiff Incentive Awards, concurrently or combined with the filing of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Plaintiffs' Motion for Final Approval of Class Action Settlement, respectively. If the Court approves the Plaintiff Incentive Awards in amounts less than the amounts requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. The Administrator will pay the Plaintiff Incentive Awards using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Plaintiff Incentive Awards.
- 3.2.2. To Class Counsel: Class Counsel shall seek, and Defendant will not oppose Attorneys' Fees of not more than thirty-five percent (35%), or Eight Hundred

Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$822,500.00) and Attorneys' Expenses of not more than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to be paid from the Gross Settlement Amount. This amount set forth above will cover all fees and costs incurred to date in the Action, and all work to be performed and all fees and costs to be incurred in connection with obtaining the Court's approval of this Settlement. If the Court approves Attorneys' Fees or Attorneys' Expenses less than the amounts requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Attorneys' Fees and/or Attorneys' Expenses. The Administrator will pay the Attorneys' Fees and Attorneys' Expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Attorneys' Expenses and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: The Administrator shall be Apex Class Action LLC. The Administrator shall administer the Settlement, which includes but is not limited to, distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any Notices of Objection, Requests for Exclusion, and/or disputes regarding Workweeks and/or PAGA Pay Periods, and calculating all amounts to be paid from the Net Settlement Amount. Based on the Administrator's capped quote provided to the Parties, the charges and expenses of the Administrator are estimated to be no more than Twelve Thousand Four Hundred Twenty-Five Dollars and Zero Cents (\$12,425.00), and these charges will be paid from the Gross Settlement Amount, subject to Court approval. To the extent actual Administration Costs are greater than the estimated amount stated

herein, such excess amount will be paid from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members.

3.2.4. Calculation of Individual Settlement Shares to Each Participating Class Member:

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

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

3.2.4.3 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member’s Individual Class Share will be allocated to settlement of wage claims (the “Wages Portion”). The Wages Portions are subject to employee’s share of taxes and withholdings and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member’s Individual Class Share will be allocated to settlement of claims for disputed penalties and interest (the “Non-Wages Portion”). The Non-Wages Portions are not subject to wage

withholdings and will be reported on IRS 1099 Forms. The Administrator will withhold the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Shares (i.e., Individual Settlement Payments). The employer's share of taxes on the Wages Portion of Individual Settlement Shares will be paid separately and in addition to the Gross Settlement Amount. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.4 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 PAGA Group Members: Class Counsel shall seek approval from the Court for the PAGA Penalties in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000) to be paid from the Gross Settlement Amount, which shall be allocated as 75% (\$112,500) to the LWDA as the LWDA Payment, and 25% (\$37,500) will be allocated to the PAGA Group Members based on the respective PAGA Pay Periods credited to them.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the PAGA Group Members' Payment by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Release Period to yield the "PAGA Pay Period Rate," and (b) multiply each PAGA Group Member's individual Pay Periods during the PAGA Release Period by the PAGA Weekly Rate to yield their

Individual PAGA Payment. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. All PAGA Group Members will be sent their Individual PAGA Payment whether or not they are a Non-Participating Class Member.

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 Workweeks and PAGA Group Member Pay Periods. Based on a review of its records to date, Defendants estimate there are 799 Settlement Class Members who collectively worked a total of 59,438 Workweeks, and 480 PAGA Group Members who worked a total of 16,352 of PAGA Pay Periods.
- 4.2. Settlement Class Data. No later than thirty (30) days after execution of this Agreement, Defendants will deliver the Settlement Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Settlement Class Members' privacy rights, the Administrator must maintain the Settlement Class Data in confidence, use the Settlement Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Settlement Class Data to Administrator employees who need access to the Settlement Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Settlement Class Data omitted Settlement Class member identifying information and to provide corrected or updated Settlement Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Settlement 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 Settlement Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Plaintiff Incentive Awards.
- 4.5. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment and the Plaintiff Incentive Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.5.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members 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 void all checks not cashed deposited, or otherwise negotiated within one hundred and eighty (180) calendar days. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.5.2. The Administrator must conduct a Settlement Class Member Address Search for all other Participating Class Members whose checks are returned within ninety (90) calendar days after the date of mailing, as undelivered, without a forwarding address. Within seven (7) calendar days of receiving such a returned check, the Administrator must conduct a single re-mailing of such checks to the USPS forwarding address provided or to an address ascertained through the Settlement Class Member Address Search. The Administrator need not take further steps to deliver checks to Settlement Class Members whose re-mailed checks are returned

as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

4.5.3. The Administrator shall redistribute the funds remaining from Individual Class Payments and/or Individual PAGA Payments checks, after the checks are voided, to Class Members/PAGA Group Members who did cash their checks. The Administrator shall transfer any funds remaining after the checks are voided from the redistribution to the California Controller's Unclaimed Property Fund in the name of the Class Member/PAGA Group Member. The Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Class Payments and/or Individual PAGA Payments checks. Participating Class Members whose Individual Class Payments and/or Individual PAGA Payments checks are voided shall, nevertheless, be bound by this Settlement Agreement.

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

5. RELEASES OF CLAIMS

Upon the Effective Date and full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wages Portion of the Individual Class Shares, Plaintiffs and all Settlement Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined above) as follows:

5.1. Plaintiffs' General Releases. Upon the Effective Date and full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wages Portion of the Individual Settlement

Payments, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all claims, transactions, or occurrences that occurred through the Class Release Period of any nature whatsoever, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action and/or Plaintiff Teresa Turner's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Release Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California 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.

- 5.3. Released Class Claims of Participating Class Members: Upon the Effective Date and full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wages Portion of the Individual Settlement Payments, Plaintiff Lonyai Camacho and Settlement Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released settled, compromised, relinquished, and

discharged all Released Parties from all claims that were pled in any of the complaints in this matter, or which could have been pled in any of the complaints in this matter based on the factual allegations alleged therein and that arose during the Class Period, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to timely pay all wages during employment; (g) failure to reimburse all reasonable and necessary business expenses; (i) failure to keep requisite payroll records; (j) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the operative complaints in the Action; (k) any other claims under the wage and hour laws pleaded in the Operative Complaint in the Action; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Action (collectively, the “Released Class 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 facts occurring outside the Class Period.

- 5.4. Released PAGA Claims of the LWDA: Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Teresa Turner, and the State of California will be deemed to have released all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to the LWD A; Plaintiff Teresa Turner does not release any aggrieved employee's claim for wages or damages. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Release Period.

6. MOTION FOR PRELIMINARY APPROVAL

- 6.1. Class Counsel agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”), subject to receipt of feedback from Defense Counsel prior to filing, which shall not be unreasonably withheld. 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1. Employer Identification Number. The Administrator shall establish a separate employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.3. Notice to Settlement Class Members.
- 7.3.1. No later than three (3) business days after receipt of the Settlement Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the list has been received and state the number of Settlement Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Settlement Class Data.
- 7.3.2. Using best efforts to perform as soon as possible, and in no event later than fifteen (15) calendar days after preliminary approval of the Settlement,, the Administrator will send to all Settlement Class Members identified in the Settlement Class Data, via first-class United States Postal Service (“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/or Individual PAGA Payment payable to the Settlement 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 Settlement Class Member addresses using the National Change of Address database.

- 7.3.3. If any Class Notice is returned by the USPS as undelivered within thirty (30) calendar days of initial mailing, then, no later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall conduct a single re-mailing of 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 Settlement Class Member Address Search, and conduct a single re-mailing 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 Settlement Class Members whose Class Notice is returned by the USPS a second time.
- 7.3.4. The Response Deadlines for Settlement Class Members’ written Notices of Objection, disputes to Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Settlement Class Members whose notice is re-mailed. The Administrator will inform the Settlement Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5. 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 Settlement Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in

an effort to agree on whether to include them as Settlement Class Members, and submit a stipulation and proposed order to the Court to obtain the Court's entry of an order approving the Parties' stipulation on how to address the issue. If Final Approval of the Settlement has not yet been granted, and the Parties agree and the Court approves the Parties' stipulation in this regard, such persons will be Settlement Class Members entitled to the same rights as other Settlement 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 fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. If the issue arises after Final Approval has been granted, 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 Settlement Class Members, and submit a stipulation and proposed order to the Court to obtain the Court's entry of an order approving the Parties' stipulation on how to address the issue.

7.4. Requests for Exclusion (Opt-Outs).

- 7.4.1. Settlement Class Members who wish to exclude themselves (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 Settlement Class Member or his/her representative that clearly communicates the Settlement Class Member's election to be excluded from the Settlement Class Settlement and includes the Settlement Class Member's full name, address and telephone number, and the last four digits of his or her Social Security number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 7.4.2. 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 Settlement Class Member and the Settlement Class Member's desire to be excluded from the Class Settlement. 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 Settlement Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.4.3. Every Settlement Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Class Settlement, including the Participating Class Members' Releases under Paragraph 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.4. Every Settlement 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.
- 7.4.5. If 10% or more of the Settlement Class Members elect not to participate in the settlement Defendants may, at their election, rescind the settlement. Defendants must exercise this right of rescission, in writing, to Class Counsel, within 15 calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then Defendants shall be solely responsible for all costs of the settlement administration accrued to that point

7.5. Challenges to Calculation of Workweeks. On or before the Response Deadline, each Settlement

Class Member may challenge the number of Class Workweeks and PAGA Pay Periods (if any) credited to the Settlement Class Member in their respective Class Notice. The Settlement Class Member may challenge the allocation by submitting a written dispute that: (a) contains the case name and number of the Action; (b) contains the Settlement Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Release Period and PAGA Pay Periods during the PAGA Release Period (if any) that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Compensable Pay Periods contained in the Class Notice are correct so long as they are consistent with the Settlement Class Data. The Administrator's determination of each Settlement Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly, and no later than ten (10) calendar days of receipt of a dispute regarding Workweeks and/or PAGA Pay Periods, provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.6. Objections to Settlement.

- 7.6.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Attorneys' Fees, Attorneys' Expenses, and/or Plaintiff Incentive Awards.
- 7.6.2. Participating Class Members may send a Notice of Objection to the Administrator, by mail. In the alternative, or in addition to a written Notice of Objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court at his or her own expense) to present verbal objections at the Final Approval Hearing, even if no Notice of Objection was submitted. However, any attorney

who will represent an objector must file a notice of appearance with the Court and serve Class Counsel and Defendant's counsel no later than the Response Deadline.

A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.

7.6.3. Non-Participating Class Members have no right to object to the Settlement.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1. Website and Toll-Free Number. The Administrator will establish and maintain a section of the Administrator's existing internet website (i.e., the expense of a custom website and URL does not need to be undertaken) to post the following information: the date, time and location for the Final Approval Hearing; copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, an exemplar Class Notice, the Motion for Final Approval, Class Counsel Litigation Costs Payment, and Plaintiff Incentive Awards, and the Final Approval and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Settlement Class Member calls.

7.7.2. 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 five (5) calendar 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 Settlement Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Settlement Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3. 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, Notices of Objections received, challenges to Workweeks and/or 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 Exclusions, Notice of Objection, and challenges to Workweeks and/or Pay Periods received.

7.7.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are 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 Settlement Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of Notice of Objections, the number of challenges to Workweeks and/or Pay Periods and 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.

7.7.5. Final Report by Settlement Administrator. Within ten (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 fifteen (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. ESCALATOR CLAUSE

- 8.1. Defendants represented that there are an estimated 59,438 Workweeks worked by the Class Members between July 25, 2018, and April 13, 2024. If the number of Workweeks during the Class Period exceeds 59,438 by more than 10%, the Gross Settlement Amount will increase pro rata per additional class member or additional workweek, whichever is greater. For example, if there is a 11% increase in workweeks during the Class Period, the Gross Settlement Amount will increase by 1%. Alternatively, Defendants may elect to adjust the end of the Class Release Period and PAGA Release Period to an earlier date than described above in order to limit the covered workweeks in lieu of paying an increase to the Gross Settlement Amount. If Defendants elect to adjust the end of the Class Release Period and PAGA Release Period, Defendants must do so at least 3 business days before the class notice is mailed to the Class Members so that the notice can be revised accordingly.

9. NULLIFICATION OF THE SETTLEMENT

- 9.1. If (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should (for any reason that the Parties are not able to cure in order to implement the settlement) fail to enter Judgment in the Action, or (c) the approval of the Settlement Agreement and Judgment is reversed, modified or declared or rendered void, then the Settlement Agreement shall be considered null and void, and neither the Settlement Agreement nor any of the related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may and will attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.

10. MOTION FOR FINAL APPROVAL

- 10.1. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement, a [Proposed] Final Approval Order and Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.2. 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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Settlement 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 Plaintiff Incentive Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.4. 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 (a) enforcing this Agreement and/or Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as are permitted by law.
- 10.5. 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 Costs Payment reflected set forth in this Settlement, the Parties, their respective

counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, 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 amount of the Net Settlement Amount.

- 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement 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 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Plaintiff Incentive Awards 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.

11. AMENDED JUDGMENT

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

12. ADDITIONAL PROVISIONS

- 12.1. Notice of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b).

No individualized notice of the Final Approval Order and Judgment to the Settlement Class will be required.

12.2. Failure to Fund the Gross Settlement Amount. If after the Effective Date, Defendant fails to fully fund the Gross Settlement Amount, Plaintiffs shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement.

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

12.4. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to their respective attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or

subpoena; or (e) 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. Plaintiffs, Class Counsel, Defendants 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 Settlement Class Members in accordance with Class Counsel’s ethical obligations owed to Settlement Class Members.

12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Settlement 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 Settlement Class Members in accordance with Class Counsel’s ethical obligations owed to Settlement Class Members.

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.7. Cooperation. The Parties and their counsel will reasonably cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a Mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Settlement Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Settlement Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is

inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. 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 Plaintiffs:

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Matthew Richard Soto
arby@calljustice.com
joanna@calljustice.com
vartan@calljustice.com
matthew@calljustice.com
Lawyers for Justice, PC
450 North Brand Blvd.,
Suite 900
Glendale, CA 91203

To Defendants:

Natalie Hernandez
Ryan Crosner
Po-En Terence Liao
natalie.hernandez@ogletreedeakins.com
ryan.crosner@ogletreedeakins.com,
Terence.Liao@ogletreedeakins.com
**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

12.19. 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 counter parts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

THIS SECTION LEFT BLANK

IT IS SO STIPULATED AND AGREED.

Dated: 12/18/2025

PLAINTIFF


Lonyai Camacho (Dec 18, 2025 19:32:55 PST)

Lonyai Camacho

PLAINTIFF

Dated: _____

Teresa Turner

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
**EYECARE SERVICES PARTNERS
MANAGEMENT, LLC**

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
INLAND EYE SPECIALISTS

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____

By: _____
Vartan Madoyan
Matthew Richard Soto
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

JCL LAW FIRM, APC.

Dated: _____

By: _____
Jean-Claude Lapuyade
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

ZAKAY LAW GROUP, APLC

IT IS SO STIPULATED AND AGREED.

PLAINTIFF

Dated: _____

Lonyai Camacho

PLAINTIFF

Dated: _____

Teresa Turner

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
**EYECARE SERVICES PARTNERS
MANAGEMENT, LLC**

DEFENDANT

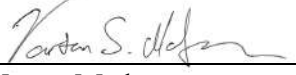
Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
INLAND EYE SPECIALISTS

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: December 17, 2025

By: 

Vartan Madoyan
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

JCL LAW FIRM, APC.

Dated: December 30, 2025

By: 

Jean-Claude Lapuyade
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

ZAKAY LAW GROUP, APLC

IT IS SO STIPULATED AND AGREED.

PLAINTIFF

Dated: _____

Lonyai Camacho

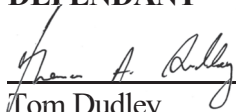
PLAINTIFF

Dated: _____

Teresa Turner

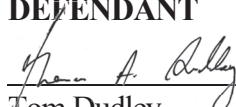
DEFENDANT

Dated: 1/21/2026


Tom Dudley
CEO
**EYECARE SERVICES
PARTNERS MANAGEMENT,
LLC**

DEFENDANT

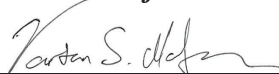
Dated: 1/21/2026


Tom Dudley
Authorized Signatory
INLAND EYE SPECIALISTS

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: December 17, 2025

By: 
Vartan Madoyan
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

JCL LAW FIRM, APC.

Dated: _____

By: _____
Jean-Claude Lapuyade
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

ZAKAY LAW GROUP, APLC

IT IS SO STIPULATED AND AGREED.

PLAINTIFF

Dated: _____

Lonyai Camacho

PLAINTIFF

Dated: 02/11/2026


Teresa Turner (Feb 11, 2026 12:27:07 PST)
Teresa Turner

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
**EYECARE SERVICES PARTNERS
MANAGEMENT, LLC**

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
INLAND EYE SPECIALISTS

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____

By: _____
Vartan Madoyan
Matthew Richard Soto
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

JCL LAW FIRM, APC.

Dated: _____

By: _____
Jean-Claude Lapuyade
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

ZAKAY LAW GROUP, APLC

Dated: December 19, 2025

By: 
Shani Zakay
Attorneys for Plaintiffs Lonyai Camacho and Teresa
Turner

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: January 21, 2026

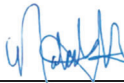
By: 
Natalie Hernandez
Attorneys for Defendants Eyecare Services Partners
Management LLC and Inland Eye Specialists

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT
AND FINAL HEARING DATE**

*(Lonyai Camacho v. Eyecare Services Partners Management LLC, et al., Riverside Superior
Court Case No. CIVRI2203096)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiffs Lonyai Camacho ("Plaintiff Camacho") and Teresa Turner ("Plaintiff Turner") (collectively, “Plaintiffs”) and Defendants Eyecare Services Partners Management LLC and Inland Eye Specialists, a Medical Corporation (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former hourly-paid or non-exempt employees employed by Defendants in California at any time during the period beginning July 25, 2018, through March 23, 2025 (“Class Release Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 25, 2022, Plaintiff Camacho filed her Class Action Complaint for Damages (“Original Complaint”) beginning a wage and hour action against Defendants for violations of the California Labor Code. On May 13, 2024, Plaintiff Turner sent her PAGA Notice to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a). On [REDACTED], Plaintiff Camacho filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq., adding Plaintiff Turner as a named plaintiff and a cause of action under PAGA.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by Plaintiffs are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 5, 2024, the Parties participated in an all-day mediation presided over by mediator Warren Jackson, Esq., experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff Camacho to serve as the Class Representative, Plaintiff Turner to serve as the PAGA Representative, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC, and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$2,350,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Incentive Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$12,425.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 35% of the Gross Settlement Amount (currently \$822,500.00) and actually incurred litigation expenses of not more than \$35,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Incentive Awards. Incentive Awards of up to Ten Thousand Dollars and Zero Cents (\$7,500) to each Plaintiff (\$15,000 total), or such lesser amount as may be approved by the Court, to compensate them for their services on behalf of the Class and PAGA Group Members in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Penalties. A payment of \$150,000.00 relating to Plaintiff Turner's claim under the Private Attorneys General Act ("PAGA"), \$112,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$37,500.00 will be distributed to PAGA Group Members as part of the PAGA Penalties.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Incentive Awards, the PAGA Penalties, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any week during which a Settlement Class Member actually recorded time worked in Defendants' timekeeping system, during the Class Release Period, and does not include leaves of absences, vacations, or furloughs.
- Calculation of PAGA Group Members' Payment to PAGA Group Members. The PAGA Penalties shall be distributed to PAGA Group Members irrespective of whether they exclude themselves or opt-out. The PAGA Penalties will be divided by the total number of pay periods worked by all PAGA Group Members during the PAGA Period and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Group Member during the PAGA Period. "PAGA Group Member" means all non-exempt employees employed by Defendants in California at any time during the period beginning May 13, 2023, through March 23, 2025 ("PAGA Release Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and interest (“Non-Wages Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Group Members, and each PAGA Group Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and PAGA Group Member Payments made to Settlement Class Members and/or PAGA Group Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff Camacho and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims that were pled in any of the complaints in this matter, or which could have been pled in any of the complaints in this matter based on the factual allegations alleged therein and that arose during the Class Period, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to timely pay all wages during employment; (g) failure to reimburse all reasonable and necessary business expenses; (i) failure to keep requisite payroll records; (j) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the

operative complaints in the Action; (k) any other claims under the wage and hour laws pleaded in the Operative Complaint in the Action; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Action. 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 facts occurring outside the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, Plaintiff Turner, and the State of California shall release all Released PAGA Claims. "Released PAGA Claims" means all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to the LWD A; Plaintiff Teresa Turner does not release any aggrieved employee's claim for wages or damages. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Release Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Release Period (July 25, 2018, through March 23, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Release Period (May 13, 2023, through March 23, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments

will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.*, currently pending in Superior Court of Riverside, Case No. CIVRI2203096. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.***, **Riverside County Superior Court, Case No. CIVRI2203096**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no

later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for Class Counsel are as follows:

Class Counsel:

Edwin Aiwanian, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: edwin@calljustice.com

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Email: jlapyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: 619) 255-9047
Email: shani@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Riverside County Superior Court, Department 1, located at 4050 Main Street, Riverside CA 92501 before Judge Harold Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Lonyai Camacho v. Eyecare Services Partners Management LLC, et al., Riverside County Superior Court, Case No. CIVRI2203096***, Settlement Administrator, 18 Technology Drive, Suite 154 Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall redistribute all funds from such uncashed checks to Class Members/PAGA Group Members who did cash their checks. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Riverside
Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.
Riverside County Superior Court Case No. CVRI2203096

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Administrator is **** INSERT DATE****. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Penalties

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.*, Case No. CVRI2203096, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Class Action Settlement does not result in exclusion from the PAGA Penalties.

Any Class Member that submits a timely Request for Exclusion that is also a PAGA Group Member will still receive his/her pro rata share of the PAGA Penalties.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before ****INSERT DATE**** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, California 92618

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

Superior Court of California, County of Riverside
Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.
Riverside County Superior Court Case No. CVRI2203096

Apex Class Action LLC,
18 Technology Drive, Suite 164
Irvine, California 92618

Must Be Postmarked
No Later Than
XXX, 2026

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Lonyai Camacho v. Eyecare Services Partners Management LLC, et al.
Riverside County Superior Court Case No. CVRI2203096

Indicate Name/Address Changes, if any: _____

<<Name>> _____

<<Address>> _____

<<City>>, <<State>> <<Zip Code>> _____

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE **XXX, 2026. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Perssia Razma
JCL Law Firm, A.P.C.
prazma@jcl-lawfirm.com
888.498.6999

Case Name:

**Camacho v. Eyecare Services Partners
Management LLC, et al.**

Date:

Tuesday, November 4, 2025

RFP Number:

16350019

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	799
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$700.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	799	\$998.75
USPS First Class Postage	Per Piece	\$0.74	799	\$591.26
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	160	\$359.55
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$195.00	1	\$195.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,764.56

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$320.56	1	\$320.56
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$320.56

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	4	\$480.00
Account Management and Reconciliation	Per Hour	\$140.00	4	\$560.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	799	\$799.00
USPS First Class Postage	Per Piece	\$0.74	799	\$591.26
Redistribution Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	559	\$559.30
USPS First Class Postage	Per Piece	\$0.74	559	\$413.88
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	120	\$299.63
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$750.00	2	\$1,500.00
Sub Total:				\$6,403.07

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	4	\$480.00
Sub Total:				\$1,185.00

DISCOUNTED TOTAL ESTMATED SETTLEMENT ADMINISTRATION COSTS:				\$12,425.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.