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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

**AMENDED ~~PROPOSED~~ ORDER
GRANTING 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

1 This matter having come before the Honorable Judge Harold W. Hopp of the Superior Court of
2 the State of California, in and for the County of Riverside, at 8:30 a.m. on May 15, 2026, with Jean-
3 Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC,
4 and Edwin Aiwezian of Lawyers for Justice, PC as counsel for Plaintiffs Lonyai Camacho (“Plaintiff
5 Camacho”) and Teresa Turner (“Plaintiff Turner”) (collectively, “Plaintiffs”), and Ryan H. Crosner,
6 Esq., of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appearing for Defendants Eyecare Services
7 Partners Management LLC (“Defendant Eyecare Services”) and Inland Eye Specialists, a Medical
8 Corporation (“Defendant Inland Eye Specialists”) (collectively, “Defendants”). The Court, having
9 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
10 good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
11 and PAGA Settlement.

12 **IT IS HEREBY ORDERED:**

13 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
14 (“Agreement”). This is based on the Court’s determination that the Agreement is within the range of
15 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
16 Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants
20 shall pay is Two Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$2,350,000.00). It
21 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all Class Members when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
28 intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiffs seek payment in the amount of up to 35% of the Gross Settlement Amount for
8 Attorneys' Fees, currently estimated to be \$822,500.00 out of \$2,350,000.00, Attorneys' Expenses in
9 the amount of up to \$35,000.00, and proposed Plaintiff Incentive Awards in the amount of up to
10 \$7,500.00 to Plaintiff Camacho and up to \$7,500.00 to Plaintiff Turner. While these awards appear to
11 be within the range of reasonableness, the Court will not approve the Attorneys' Fees, Attorneys'
12 Expenses, or Plaintiff Incentive Awards until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
14 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
15 other proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All current and former hourly-paid or non-exempt employees employed
18 by Defendants in California ("Settlement Class") at any time during the
19 period from July 25, 2018, through March 23, 2025. ("Class Release
20 Period")."

21 7. The Court concludes that, for settlement purposes only, the Settlement Class meets the
22 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
23 the Class is ascertainable and so numerous that joinder of all members of the Settlement Class is
24 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
25 community of interest amongst the Settlement Class Members with respect to the subject matter of the
26 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class
27 Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement
28 Class Members; (e) a class action is superior to other available methods for the efficient adjudication

1 of this controversy; and (f) Class Counsel is qualified to act as counsel for the Class Representative in
2 his individual capacity and as the representative of the Settlement Class Members.

3 8. The Court provisionally appoints Plaintiff Camacho as the representative of the Class.

4 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. of the JCL Law Firm,
5 APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, and Edwin Aiwazian of the Lawyers for
6 Justice, PC as Class Counsel for the Settlement Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
8 Class and Representative Action Settlement and Final Hearing Date ("Class Notice"), a true and correct
9 copy of which is attached hereto as **Exhibit "A."** The Court finds that the notice appears to fully and
10 accurately inform the Settlement Class Members and PAGA Group Members of all material elements
11 of the proposed Settlement, including right of any Settlement Class Member to be excluded from the
12 Class by completing the attached Request for Exclusion Form, and of each Settlement Class Member's
13 right and opportunity to object to the Settlement via the attached Objection Form. The Court further
14 finds that the distribution of the notice substantially in the manner and form set forth in the Agreement
15 and this Order meets the requirements of due process, is the most reasonable notice under the
16 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
17 orders the mailing of the notice by first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Administrator. No later than ten
19 (10) calendar days after the entry of this order, Defendants shall provide to the Administrator the
20 Settlement Class Data, including information regarding Settlement Class Members that Defendants will
21 in good faith compile from its records, including each Settlement Class Member's full name, last-known
22 mailing address, Social Security number, start and end dates worked for Defendants during the Class
23 Release Period and during the PAGA Release Period, and such other information as is necessary for
24 the Administrator to calculate Workweeks and PAGA Pay Periods. No later than fifteen (15) calendar
25 days after receiving the Settlement Class Data from Defendants, the Administrator shall mail the Class
26 Notice to all Settlement Class Members identified in the Settlement Class Data via regular first-class
27 United States Postal Service ("USPS") using the most current mailing address information available.
28 The Administrator shall also be required to perform all duties set forth in the Agreement.

1 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
2 Settlement. A true and correct copy of the proposed exclusion form is attached hereto with the Class
3 Notice in **Exhibit “A.”** Any Settlement Class Member may individually choose to opt out of and be
4 excluded from the Settlement as provided in the Notice by following the instructions for requesting
5 exclusion from the Settlement of the Released Class Claims that are set forth in the Notice and
6 submitting the exclusion form to the Administrator. All requests for exclusion must be postmarked or
7 received by the Response Deadline which is sixty (60) calendar days after the date the Class Notice is
8 mailed to the Settlement Class Members or, in the case of a re-mailed Notice, not more than fourteen
9 (14) calendar days after the original Response Deadline. Any such person who chooses to opt out of
10 and be excluded from the Settlement will not be entitled to an Individual Class Payment under the
11 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
12 thereon. Settlement Class Members who have not requested exclusion shall be bound by all
13 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
14 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
15 individuals is not permitted and will be deemed invalid. The Administrator shall file a declaration
16 concurrently with the filing of the Motion for Final Approval, authenticating a copy of every exclusion
17 form received by the Administrator.

18 13. Any Settlement Class Member may appear at the final approval hearing, regardless of
19 whether they have submitted a timely written objection and notice of intention to appear. Settlement
20 Class Members may express their views regarding the Settlement and may present evidence and file
21 briefs or other papers that may be proper and relevant to the issues to be heard and determined by the
22 Court as provided in the Notice. Class Members will have sixty (60) days from the date the
23 Administrator mails the Class Notice to postmark their objections to the Administrator. A true and
24 correct copy of the proposed objection form is attached hereto with the Class Notice in as **Exhibit “A.”**
25 The Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval
26 authenticating a copy of every objection form received by the Administrator.

27 14. A final approval hearing and the hearing to approve Attorneys’ Fees, Attorneys’
28 Expenses and Plaintiff Incentive Awards shall both be held before this Court on **November 17, 2026**

1 at 8:30 AM in Department 1 of the Riverside County Superior Court to determine all necessary matters
2 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
3 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
4 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
5 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
6 to the Class; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Plaintiff Incentive
7 Awards, and the Administration Costs. All papers in support of the motion for final approval and the
8 motion for Attorneys' Fees, Attorneys' Expenses and Plaintiff Incentive Awards shall be filed with the
9 Court and served on all counsel no later than sixteen (16) court days before the hearing. The
10 Administrator must give notice to any objecting party of any continuance of the hearing of the Motion
11 for Final Approval and Motion for Attorneys' Fees, Attorneys' Expenses and Plaintiff Incentive
12 Awards.

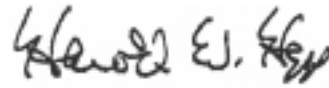
13 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
14 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
15 evidence of, or used against Defendants as, an admission or indication in any way, including with
16 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
17 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
18 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
19 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
20 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
21 including, but not limited to, evidence of a presumption, concession, indication or admission by
22 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

23 16. In the event the Settlement does not become effective in accordance with the terms of the
24 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
25 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
26 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
27 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
28 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of

1 the Agreement with respect to the effect of the Agreement if it is not approved.

2 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
3 and all dates provided for in the Agreement without further notice to Class Members and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
5 The Administrator must give notice to any objecting party of any continuance of the hearing of the
6 Motion for Final Approval and Motion for Attorneys' Fees, Attorneys' Expenses and Plaintiff Incentive
7 Awards.

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10 Dated: July 27, 2026



11 JUDGE OF THE SUPERIOR COURT
12 Honorable Harold W. Hopp
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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 January 13, 2026, 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 Class 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.

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.

Released PAGA Claims. 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.

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 [REDACTED] 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 class action portion of the Settlement, you may exclude yourself from the class action portion of the Settlement or "opt out." **If you opt out, you will NOT receive your Individual Settlement Payment (see Section 5 for your estimated Individual Settlement Payment), and you will not be bound by the release of Released Class Claims described in Section 4). While you can opt out of the class action portion of the Settlement, you cannot opt out of the PAGA portion of the settlement. Therefore, irrespective of whether you opt out of the class action portion of the Settlement, you will receive your Aggrieved Employee Payment. See Section 5 for your estimated Aggrieved Employee Payment.**

To opt out of the class action portion of the Settlement, 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 Aiwarzian, 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
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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 Class Action and PAGA 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/>. Alternatively, you may find the Settlement Agreement entitled "Class Action and PAGA Settlement Agreement" filed on April 21, 2026, with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Declaration of Vartan Madoyan in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on April 21, 2026.

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: _____