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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

ERIN KRAMER, on behalf of herself and all others similarly situated,

Plaintiff,

v.

SUPPORT FOR FAMILY, LLC, a California Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CU24-03583

Assigned to the Hon. Wendy Gett

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

HEARING INFORMATION

Date: April 30, 2026
Time: 9:00 a.m.
Dept.: 8

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record for Plaintiff Erin Kramer ("Plaintiff") and the Putative Class. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. I am admitted to practice before all California state courts and the United States District Courts for the Central, Eastern, Southern, and Northern Districts of California, and I have litigated class actions and PAGA representative actions in various courts in California.

3. I graduated from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on Plaintiff-side employment litigation, emphasizing disability discrimination and harassment matters under the Fair Employment and Housing Act.

4. I opened my law firm in 2014 with an exclusive concentration on the representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. Most of my cases have been litigated as class actions, representative PAGA actions, or both.

5. I am also an active member of the California Employment Lawyers Association ("CELA") and have attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees. My firm has the experience, resources, and means to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as lead counsel in at least 25 wage-and-hour class actions and as co-counsel in at least 20 others.

6. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" from 2023-2026, a distinction reserved for the top 2.5 % of attorneys in the practice area.

7. Through a contested but productive mediation, Plaintiff and Defendant Support for Family, LLC ("Defendant") (collectively, the "Parties") entered into a Class Action and PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class ("Settlement Agreement" and/or "Settlement"), and Class Notice which is attached hereto as **Exhibit "A"**. The Settlement Agreement seeks to fully release and discharge Defendant from the claims brought against it in this matter in exchange for Defendant' agreement to pay $580,000 on a non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or taking action, except for those who opt-out).

8. Plaintiff seeks to represent a settlement Class consisting of all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period, defined as May 10, 2020, through the date of preliminary approval (the "Class" or "Class Members"). Likewise, the PAGA Members include any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period, defined as May 10, 2023, through the date of preliminary approval ("PAGA Members").

9. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for an award of attorneys' fees not to exceed $193,333.33, representing one third of the Gross Settlement Amount, reimbursement of Class Counsel's litigation expenses not to exceed $25,000, Settlement Administration Expenses not to exceed $15,000, PAGA penalties in the total amount of $20,000, of which $15,000 or 75 percent will be paid to the California Labor and Workforce Development Agency and $5,000 or 25 percent will be paid to the PAGA Members, and a Class Representative Service Payment not to exceed $5,000 to Plaintiff Erin Kramer:

	Total Amount
Gross Settlement Amount	$580,000
Class Counsel Fees Payment	$193,333.33
Class Counsel Litigation Expenses Payment	$25,000.00
Administration Expenses Payment	$15,000
PAGA Penalties to LWDA	$15,000.00
PAGA Penalties to PAGA Members	$5,000.00
Class Representative Service Payment	$5,000.00
Net Settlement Amount	**$321,666.67**

Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "B."**

10. The Settlement Class consists of approximately 2,367 non-exempt hourly employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job title or position, all non-exempt hourly employees were subject to the same wage and hour policies and practices. Based on Defendant's records, Class Members collectively worked approximately 52,000 Workweeks during the Class Period. After deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis according to each Participating Class Member's number of Workweeks. Based on these figures, the average Individual Class Payment is conservatively estimated to be approximately $150 to $250. A Class Member who worked the entire Class Period would receive the highest Individual Class Payment, which is estimated to be approximately $1,800 to $2,000. Class Members who worked fewer Workweeks will receive proportionally smaller payments.

11. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement.

12. Because the Settlement is fair, reasonable, and adequate, and is the result of arm's length negotiations between experienced counsel with the assistance of an experienced mediator, following a thorough exchange of relevant information and documents, it warrants preliminary approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil Procedure section 382 for settlement purposes only; (3) approving the form and manner of dissemination of the proposed Class Notice; (4) appointing Plaintiff Erin Kramer as Class Representative and appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appointing

Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

13. Defendant offers in-home care, emergency response, personal care, housekeeping, and senior care.

14. Plaintiff was employed by Defendant as a "Care Manager" beginning in February 2022 from its Vacaville location. Alongside Plaintiff, other non-exempt employees, including but not limited to Caregiver, Home Manager, Shift Leader, Home Care Aide, and Occupational Therapist, and all other non-exempt positions, were responsible for supporting various aspects of Defendant's business operations in California. Plaintiff alleges that, in performing these duties, Defendant failed to consistently provide Plaintiff and other non-exempt hourly employees with all wages, meal and rest periods, and other protections required by the California Labor Code and applicable wage orders.

15. On May 10, 2024, Plaintiff filed this action in Solano County Superior Court. On October 24, 2024, Plaintiff filed a First Amended Complaint asserting claims based on Defendant's alleged failure to pay all overtime wages, and sick wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate itemized wage statements; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; and violation of California's Unfair Competition Law (UCL). Plaintiff subsequently filed a Second Amended Complaint adding and asserting a cause of action for alleged failure to pay minimum wages and PAGA penalties. The Second Amended Complaint is the operative complaint in this action.

16. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting interviews with putative class members, investigation of Defendant and their operations, and their pay policies/procedures, exchange of informal discovery, including Defendant's written policies and practices, and the production of a reasonable sampling of payroll and timekeeping records for Settlement Class Members and Aggrieved Employees. Class Counsel are both knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Members. Class Counsel has diligently investigated the Class Members' claims against Defendant.

17. On September 2, 2025, the Parties participated in an all-day mediation presided over by

Daniel Turner, Esq., which resulted in the proposed Settlement by way of a mediator's proposal.

18. Based upon Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable resolution as further detailed below.

19. Plaintiff alleged that Defendant failed to properly calculate the "regular rate of pay" by excluding certain non-discretionary bonuses, commissions, and incentive payments when calculating overtime and sick pay wages, resulting in alleged underpayment in violation of California law.

20. Based on a review of payroll and paystub data produced during the investigation, Plaintiff estimated that the alleged exclusion of certain incentive payments may have resulted in underpayment of overtime and sick pay wages for some Class Members.

21. Defendant disputed these allegations and asserted that it properly paid all wages and many of the incentive payments at issue were discretionary and therefore properly excluded from regular rate calculations. Defendant further contended that any potential underpayments, to the extent they occurred at all, were limited, de minimis, and not widespread across the Class.

22. Plaintiff acknowledges the significant litigation risks associated with this claim. Those risks include the possibility that the Court could deny class certification due to individualized variations in compensation structures and incentive programs, as well as risks on the merits, including summary judgment or an unfavorable trial result. Plaintiff further acknowledges that the estimated lost wages attributable to this theory were relatively modest.

23. In light of these risks and uncertainties, Plaintiff applied a substantial discount to the estimated value of this claim in evaluating the Settlement.

24. Plaintiff alleged that Defendant failed to timely pay all wages due upon separation of employment, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on Defendant's records, approximately 1,500 Settlement Class Members were separated from employment during the applicable statutory period. Assuming the statutory maximum

penalty of thirty (30) days, an 8-hour workday, and an average hourly rate of $17.65, Plaintiff estimated a maximum theoretical exposure of approximately $6,354,000 for waiting time penalties. (1,500 employees × 8 hours per day × $17.65 per hour × 30 days.)

25. Defendant disputed this claim and asserted that any alleged failure to timely pay wages at separation was not willful and therefore did not give rise to waiting time penalties. Defendant further contended that many Settlement Class Members were not "separated" from employment within the meaning of Labor Code sections 201 through 203 because they remained on Defendant's roster and continued receiving work assignments after periods without work. According to Defendant, workers were removed from the roster only if they failed to respond to work assignments for an extended period. Defendant, therefore, maintained that waiting time penalties were not triggered. Defendant further contended that it maintained compliant payroll practices and that any waiting time penalties claim was derivative of underlying wage claims. Defendant also asserted that the claims lacked merit or were unsuitable for class treatment.

26. To account for these risks, including the risk that the Court could accept Defendant's position regarding whether a separation from employment occurred, as well as the risk of denial of class certification and the risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 90 percent discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $635,400 for the waiting time penalties claim.

27. With respect to Plaintiff's meal and rest period claims, Settlement Class Members collectively worked approximately 185,223 shifts during the Class Period. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiff applied an estimated 5 percent violation rate for meal periods and a 25 percent violation rate for rest periods. Using an applicable premium rate of $17.65 per missed break, Plaintiff estimated a maximum theoretical exposure of approximately $163,459 for the meal period claim (185,223 shifts × 5 percent × $17.65) and approximately $817,296 for the rest period claim (185,223 shifts × 25 percent × $17.65).

28. Defendant disputed liability on both claims and asserted that meal and rest period compliance presented highly individualized issues that were inappropriate for class treatment.

Defendant maintained that its written policies were facially compliant with California law and required employees to take legally compliant meal and rest periods. Defendant also asserted that employees acknowledged these policies and were required to report any missed breaks. Defendant further contended that, when caregivers worked at client facilities, those facilities were contractually required to provide compliant meal and rest periods and that caregivers were reminded of their break obligations at the start of those assignments. Defendant also asserted that the alleged violations were limited because work performed in facilities was relatively rare. According to Defendant's records, shifts reflecting facility work occurred in only a small percentage of workweeks, and Defendant maintained that when such work occurred it paid overtime and doubletime consistent with Wage Order 5 requirements rather than relying on the personal attendant exemption. Defendant therefore contended that the payroll records confirm compliance with California wage and hour laws. Defendant further argued that these issues created a substantial risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Defendant also asserted that Plaintiff would be unable to present reliable representative evidence sufficient to establish liability or damages on a classwide basis.

29. In light of these risks, including the risk that the Court could find Defendant's written policies compliant or determine that individualized issues predominated, Plaintiff applied a 60 percent discount to the maximum theoretical exposure for these claims. Applying this discount, Plaintiff estimates a risk adjusted value of approximately $65,383 for the meal period claims and approximately $326,918 for the rest period claims.

30. In calculating Defendant's maximum potential exposure, Plaintiff conservatively assumed that only the initial statutory penalty of fifty dollars per violation would apply, consistent with Labor Code section 226(e) and authority holding that higher penalties apply only after notice of a violation. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207.) Using this conservative assumption, Plaintiff estimated a maximum theoretical exposure of approximately $1,399,600 (27,992 wage statements multiplied by $50).

31. Defendant disputed this claim, asserting that its wage statements fully complied with

Labor Code section 226. Defendant further argued that, even if any technical deficiencies existed, they were not knowing and intentional and did not result in the injury required to recover penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class certification.

32. In light of these risks, including the risk of denial of class certification and the risk of an adverse ruling on the merits, Plaintiff applied a 80% discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $279,920 for the wage statement penalty claim.

33. Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure of approximately $2,799,200, based on approximately 27,992 pay periods.

34. This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations and asserted that its written policies were facially compliant with California law, that employees were afforded compliant meal and rest periods, and that employees were required to report any missed breaks. Defendant also contended that certain alleged violations were unlikely or limited in scope, including because work performed in facilities occurred only rarely and was compensated pursuant to Wage Order 5 overtime rules rather than the personal attendant exemption. Defendant further disputed that waiting time penalties were triggered because many workers remained on Defendant's roster and continued receiving work assignments rather than experiencing a separation from employment. Courts are also divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another. In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where

the legal obligations were unsettled.

35. In light of these risks, including the risk that the Court could find limited or no underlying Labor Code violations or exercise its discretion to substantially reduce any penalties, the Parties agreed to allocate $20,000 of the Gross Settlement Amount to the resolution of the PAGA claim, which Plaintiff submits is fair, reasonable, and adequate under the circumstances.

36. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class recovery as follows:

- Regular Rate of Pay Claim: $0 (*discounted*)
- Labor Code §§ 201 – 203 Claims: $635,400
- Meal Period Claims: $65,383
- Rest Break Claims: $326,918
- Wage Statement Claims: $279,920
- PAGA Penalties $20,000
- **<u>Total Risk-Adjusted Penalties and Damages</u>: $1,327,621**

Given the realistic value of Plaintiff's claims, the $580,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 43% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class.

37. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and their counsel believe that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses, the employees may not have received any substantial monetary recovery.

38. The Settlement will result in a fair payment to each Settlement Class Member based

on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and their counsel have diligently investigated the claims and defenses on behalf of the Settlement Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution of the claims alleged.

39. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (e.g., documents pertaining to Defendant's policies and procedures, personnel documents, wage statements, time records, among others) and conducted an extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.

40. Based on our experience in other cases, including wage and hour matters, I believe our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each Settlement Class Member is reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides each Settlement Class Member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

41. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

42. Of course, the Settlement Amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant' asserted defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class Members, with no reversion to Defendant.

43. Plaintiff seeks a Service Award of $10,000, which we believe is fair and warranted. Plaintiff agreed to come forward in an effort to effectuate a policy and practice change that benefitted all other Settlement Class Members, and to recover unpaid wages and penalties. Plaintiff assumed a significant risk in bringing this litigation, namely, that if she lost, she could have been ordered to pay the Defendant's costs.

44. Plaintiff provided invaluable assistance to the investigation and prosecution of this case, including: providing factual background for the Class Complaint; reviewing the litigation documents; providing information and documentation about Defendant's policies and practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Plaintiff's comprehensive declaration setting forth all of the reasons why she believes that the Service Award should be approved has been filed herewith.

45. When this case was taken on a contingency fee basis, with our firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, he could have been ordered to pay Defendant's costs

46. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. Our firm's Costs will not exceed $25,000 and will be based on the actual amount incurred at the time of final approval.

47. Subject to the Court's approval, the parties stipulated that Phoenix Class Action Administration Solutions serve as the Settlement Administrator. Phoenix is experienced in administering class action settlements and will not exceed $15,000 to administer this class action Settlement.

48. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff

signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to the Falakassa Law, P.C.

49. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, and to preliminarily approve the notice plan and set a final approval hearing. Plaintiff will seek final approval of attorneys' fees, costs, and service awards at the final approval stage.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 11th day of March 2026, in Los Angeles, California.

By: ________________________
Mehrdad Bokhour, Esq.

EXHIBIT "A"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

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

Erin Kramer v. Support for Family, LLC
Case No. CU24-03583

A class action is a type of lawsuit where one or more people (called "Class Representatives") sue on behalf of a larger group of people who have similar claims. The group is called the "Class."

A PAGA representative action is a type of lawsuit where one employee seeks civil penalties on behalf of the State of California and other employees for alleged labor law violations. Most of the penalties go to the State, and the rest are shared among the employees.

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Support for Family, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by a former Defendant employee, Erin Kramer ("Plaintiff") and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (May 10, 2020, through the date of preliminary approval) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (May 10, 2023, through the date of preliminary approval) ("PAGA Members").

How do I exclude myself or object?

If you do not want to be part of the settlement, you may submit a written request for exclusion ("opt out"). If you want to remain in the settlement but disagree with it, you may submit a written objection.

Requests for exclusion or objections must be sent to the Settlement Administrator by mail, email, or fax at the addresses and numbers listed below, and must be received or postmarked no later than [deadline date].

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked______workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by______________. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal and/or rest periods; (3) failure to pay all sick time; (4) failure to provide accurate itemized wage statements; and (5) failure to pay all wages due upon separation of employment; and (6) failure to reimburse necessary business expenses.

Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

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

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

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

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

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

1. Defendant Will Pay $580,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
2. Defendant shall fund the Gross Settlement Amount by no later than 150 days after the date of the Order for final approval of the settlement.

3. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $193,333.33 (one third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to $ 15,000 to the Administrator for services administering the Settlement.

D. Up to $20,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

4. Net Settlement Distributed to Class Members. After deducting the amounts approved by the Court as outlined above, the Administrator will distribute the remaining Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

5. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be contributed to Legal Aid at Work or another recipient approved by the Court.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than__________, that you wish to opt-out.

The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_______________Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

8. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval.</u> It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

9. <u>Administrator.</u> The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

10. <u>Participating Class Members' Release.</u> After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

    > In consideration for their awarded Individual Class Payment and Individual PAGA Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members release all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period.

11. <u>PAGA Members' PAGA Release</u>. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all

PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

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

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator shall inform each Class Member who submits a challenge of the Administrator's final determination regarding their Pay Periods within 14 days of receiving the dispute.

The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Erin Kramer v. Support for Family, LLC*, Case No. CU24-03583, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by_____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the_____________Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Erin Kramer v. Support for Family, LLC*, Case No. CU24-03583, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

If the Court changes the date or time of the Final Approval Hearing, Plaintiff's Counsel will notify any Class Member who submitted a written objection of the new date and time. The updated hearing information will also be available from the Settlement Administrator.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 8 of the Solano County Superior Court, located at 600 Union Avenue, Fairfield, CA 94533. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to____(specify entity)_____________________'s website at _______________________(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://sf.courts.ca.gov/online-services/case-information) and entering the Case Number for the Action, Case No. CU24-03583.

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

Class Counsel:

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Settlement Administrator:

WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

10. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT "B"