Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Melissa Rodriguez (State Bar No. 352716)
mrodriguez@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Selena Matavosian (State Bar No. 348044)
smatavosian@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs JUSTINA VILLARREAL, AUBREY CONNAGHAN, and KRISTINE STEVENSON, individually, and on behalf of other similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAVIER LOERA, JUSTINA VILLARREAL, AUBREY CONNAGHAN, and KRISTINE STEVENSON, individually, and on behalf of other similarly situated employees,

Plaintiffs,

vs.

WORKCARE, INC., and DOES 1 through 25, inclusive,

Defendants

Case No.: 24STCV14766

Honorable Elihu M. Berle
Department 6

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	November 19, 2026
Time:	10:00 a.m.
Dept.:	6
Complaint Filed:	June 12, 2024
FAC Filed:	September 23, 2024
Trial Date:	Not Set

[PROPOSED] ORDER

On November 19, 2026 at 10:00 a.m. in Department 6 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Elihu M. Berle. Blackstone Law, APC appeared on behalf of Plaintiffs and Pettit Kohn Ingrassia Lutz & Dolin PC appeared on behalf of Defendant WorkCare, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Class Representative Service Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided

for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly-paid and/or non-exempt employees of Defendant who performed work for Defendant in the State of California at any time during the Class Period.
>
> (The Class Period is defined as the period from June 12, 2020, through February 1, 2026.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clark, Melissa Rodriguez, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

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10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate the number of Workweeks and number of Pay Periods (collectively referred to as the "Class List") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English by First-Class U.S. Mail to all Class Members within ten (10) business days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Class Representative Service Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Class Representative Service Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

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16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

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

***Loera; Villarreal; Connaghan; Stevenson v. WorkCare, Inc.* Case No. 24STCV14766**

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 **WorkCare, Inc.** ("WorkCare" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former WorkCare employees **Justina Villarreal, Aubrey Connaghan, and Kristine Stevenson** (together, "Plaintiffs") and s[illegible]s payment of (1) back wages, penalties, and other relief for a class of all current and former hourly-paid and/or non-exempt employees of WorkCare ("Class Members") who worked for WorkCare during the period from June 12, 2020, through February 1, 2026 ("Class Period") and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly-paid and/or non-exempt employees of WorkCare ("PAGA Employees") who worked for WorkCare during the period from June 7, 2023, through February 1, 2026 ("PAGA Period").

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

Based on WorkCare's records, and the parties' current assumptions, **your Individual Settlement Share 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 WorkCare'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 WorkCare's records showing that **you worked _____ Workweeks** during the Class Period and y**ou worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

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

If you worked for WorkCare 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 Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against WorkCare.

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

WorkCare 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against WorkCare that are covered by this settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is _____.**	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this Notice. You cannot opt-out of the PAGA Settlement. WorkCare must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).
Settlement 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 of Class Settlement ("Settlement 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII 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. Settlement Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you performed work for WorkCare during the Class Period ("Workweeks") and how many pay periods you performed work for WorkCare during the PAGA Period ("Pay Periods"), respectively. The number of Workweeks and number of Pay Periods you worked according to WorkCare's records is stated on the first page of this Notice. If you disagree with the number of Workweeks and/or Pay Periods, you must challenge it by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former WorkCare employees. The Action accuses WorkCare of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.).

Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Barbara DuVan-Clarke, Melissa Rodriguez, and Alexandra Rose of Blackstone Law, APC, 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211.

WorkCare strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws and has strong defenses to Plaintiffs' allegations.

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

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

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

1. WorkCare Will Pay One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00) as the Gross Settlement Amount ("Gross Settlement Amount"). WorkCare has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.

   WorkCare will fund the Gross Settlement Amount in eleven installments including one installment of $200,000 in September 2026; one installment of $200,000 on January 1, 2027; and then nine monthly installments of $100,000 until the Gross Settlement Amount has been fully paid.

   Payments will be disbursed as follows: Within five (5) business days of (1) the funding of the fifth Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Class Representative Service Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. Within five (5) business days of (1) the funding of the last Installment Payment or (2) the Effective Date (whichever is later), the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Class Representative Service Payments to Plaintiffs, remaining half of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself. The judgment will be final on the date the Court enters the judgment, or a later date if Settlement Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court:

   a. Up to $455,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to $10,000 each to Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class

Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment and any Individual PAGA Payment.

c. Up to $11,115 to the Settlement Administrator for services administering the settlement.

d. Up to $60,000 for PAGA penalties, allocated as 75% to the LWDA and 25% to Individual PAGA Payments to PAGA Employees based on their Pay Periods during the PAGA Period.

Settlement Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and WorkCare are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages and 80% to penalties, interest, and non-wage damages. The wages portion is subject to withholdings and will be reported on IRS W-2 Forms. WorkCare will separately pay employer payroll taxes it owes on the wages portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the non-wages portion of the Individual Settlement Payments on IRS 1099 Forms.

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

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

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

6. 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 ("Request for Exclusion") by the _____ response deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the name and case number for this Action, the Class Member's name, present address, telephone number, and four digits of their Social Security number, a simple statement electing to be excluded from the Class Settlement, and signature of the Class Member opting out which

is postmarked on or before the Response Deadline. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against WorkCare.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and WorkCare have agreed that, in either case, the settlement will be void, WorkCare will not pay any money, and Class Members will not release any claims against WorkCare.

8. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Settlement Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Settlement Administrator's contact information is contained in Section IX of this Notice.

9. Participating Class Members' Release. After the Judgment is final and WorkCare has fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the class 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 WorkCare or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint against Defendant during the Class Period. The Released Class Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure to properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculating the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l)

failure to pay employees two times per month or timely during employment; and (m) all claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 432.6, 510, 512, 512(a), 515, 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2801, and 2802, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims. The Released Class Claims exclude claims for wrongful termination of employment, unemployment insurance, social security, workers' compensation, and claims based on occurrences outside of the Class Period. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.,* 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action. The Released Class Claims also expressly encompasses a release by the Settlement Class Members of claims under the Fair Labor Standards Act based on the same conduct/primary rights as those alleged in the Actions. Class Members will not release the Released Class Claims if they have submitted a valid and timely Request for Exclusion.

10. PAGA Employees' PAGA Release. After the Judgment is final and WorkCare has fully funded the Gross Settlement and separately paid all employer payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against WorkCare, whether or not they exclude themselves from the Class Settlement. This means that all PAGA Employees, 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 WorkCare or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The PAGA Employees' Release is as follows:

All PAGA Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for PAGA penalties, whether pled or could have been pled arising from the facts alleged in the Operative Complaint and PAGA Letters against Defendant during the PAGA Period. The Released PAGA Claims include claims for alleged: (a) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (b) failure to pay wages for off-the-clock work; (c) failure to properly calculate and pay overtime wages (including failure to pay overtime, double-time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (d) failure to provide compliant meal periods; (e) failure to provide compliant rest periods; (f) failure to properly calculate and pay premiums (or correct premiums) for non-compliant meal and rest breaks; (g) failure properly calculate and pay paid sick leave benefits; (h) failure to properly calculate and pay the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculation the regular rate of pay, bonus, and incentive pay; (i) failure to properly calculate and pay wages due at termination and during employment; (j) failure to provide accurate, itemized wage statements; (k) failure to properly calculate and pay reimbursements for necessary business expenses; (l) failure to pay employees two times per month or timely during employment; and (m) all claims for civil penalties under PAGA for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 510, 512, 512(a), 515, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5,

2800, and 2802. The PAGA Employees shall not opt out of PAGA Settlement.

IV. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement 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 Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $15,000 by the total number of Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of Pay Periods worked by each individual PAGA Employee.

3. Disputes to Workweeks and Pay Periods. The number of Workweeks you worked during the Class Period and Pay Periods you worked during the PAGA Period, as recorded in WorkCare's records, is stated in the first page of this notice. You have until _____ to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute by signing and sending a letter to the Settlement Administrator via mail. Section IX of this notice has the Administrator's contact information.

   You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept WorkCare's calculation of Workweeks and Pay Periods based on WorkCare'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 Settlement Administrator will resolve disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and WorkCare's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

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

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

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

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

To opt out of the Class Settlement, submit a written and signed letter with your full name, mailing address, and telephone number and a simple statement that you do not want to participate in the Class Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the

Action as _____, 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. **You must send your request to be excluded to the Settlement Administrator by _____, or it will be invalid.** The Administrator will exclude you based on any writing communicating your request be excluded. Section IX of the Notice has the Settlement Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and WorkCare are asking the Court to approve. At least sixteen (16) days before the _____ final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's website _____ or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case.

A Settlement Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator is _____.** Be sure to tell the Settlement Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number and approximate dates of employment for WorkCare and sign the objection. Section IX of this notice has the Settlement Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department ___ of the Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comments from objectors, Class Counsel, and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). 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 Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything WorkCare and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any

other settlement documents is to go to the website at https://www.lacourt.ca.gov/pages/lp/access-a-case. 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 (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number 24STCV14766. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel
Name of Attorneys:
Email Addresses:
Name of Firm:
Mailing Address:
Telephone:

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

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