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Attorney for Plaintiff,
ELENA MARTHA VARELA, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ELENA MARTHA VARELA, on behalf of herself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC., a California Corporation, and DOES 1 to 10, inclusive,

Defendants.

Case No. 30-2025-01462276-CU-OE-CXC

DECLARATION OF ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: July 16, 2026
Time: 2:00 p.m.
Dept.: CX105
Judge: Hon. Melissa R. McCormick
Reservation No.: 74836400

I, Roman Otkupman, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiff Elena Martha Varela as well as proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Education and Experience

2. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

3. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motion to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials pertaining to employee complaints.

4. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

5. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

6. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage and hour class actions involving failure to pay wages, wage statement violations and derivative Labor Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v.*

Be.Group, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California, County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc*., Superior Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner, Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v. Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California, County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-STK; Jared Sewell v. Gary D Nelson Associates Inc., Superior Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors*, Superior Court of California, County of Los Angeles, Case No. BC549815; *Patricia Mosley v. Shields for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

7. Upon becoming a member of the bar, I worked at a boutique employment firm specializing in defense of multi-plaintiff and single plaintiff defense of Wage and Hour claims as well as other various employment claims. There, I was involved in numerous wage and hour actions as well as employment discrimination lawsuits including but not limited to: violation of Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 et seq., sexual harassment, gender discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability discrimination and failure to accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

8. I have written numerous articles on various wage and hour and related employment litigation issues, three of which were published in recent years.

9. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Class Members, and the recovery for each Class Member, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour cases and the value of settlements of cases such as this one.

10. My opinion takes into consideration, the amounts received in other similar class actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each Class Member's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class.

Factual Background and Procedural Posture

11. Defendant is a California corporation doing business in California. Defendant operates within the State of California. This lawsuit arises from Defendant's alleged unlawful failure to provide meal and rest periods or compensation in lieu thereof, failure to pay all wages, knowing and intentional failure to comply with itemized employee wage statement provisions, failure to timely pay all wages due at termination, failure to timely pay employees, failure to reimburse employees for business expenses, failure to pay for all hours worked, including overtime hours worked, and unfair business practices.

12. Defendant employed Plaintiff during the relevant time period. Plaintiff sent a letter to the PAGA Administrator at the Labor and Workface Development Agency (LWDA) in compliance with the statutory exhaustion requirements of Labor Code § 2699.3 prior to commencing an action pursuant to Labor Code § 2699 et seq. (Attached hereto as **Exhibit "A"** is a true and correct copy of the PAGA letter my office sent to the LWDA on behalf of my client.)

13. On February 21, 2025, Plaintiff filed the operative Class and Representative Action Complaint against Defendant alleging the following causes of action: (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code sections 226(a), (e); (5) failure to timely pay wages due at termination in violation of Labor Code sections 201-203; (6) failure to timely pay employees in violation of Labor Code section 204(a), (b); (7) failure to reimburse for business expenses in violation of Labor Code section 2802; (8) failure to pay all hours worked, including overtime hours worked, in violation of Labor Code sections 210, 218; (9) violation of Business and Professions Code section 17200; and (10) penalties pursuant to Labor Code section 2699(f) (the

"Action").

14. Thereafter, the Parties informally exchanged information and documentation.

15. As part of the exchange of information, Defendant produced data related to the Class Members and Aggrieved Employees, including statistical data, which was used to calculate a damage model and liability analysis. Specifically, Defendant provided the following:

a. Statistical data, including records of its employees, which consisted of a 20% randomized sample of wage statements and time records, times taken for meal breaks, and wages earned during the relevant pay periods. This was used to calculate a damage model and liability analysis;

b. Written policies and procedures on meal breaks, rest breaks, overtime compensation, and expense reimbursement; and

c. The number of Workweeks in the Class Period and Pay Periods in the PAGA Period, the number of Class Members and Aggrieved Employees, and the average rate of the pay for Class Members for each year in question.

Based on the written policies, workweeks, pay periods, and class size numbers as well as the time punch and payroll documents for the Class Members, Plaintiff analyzed the number of potential violations and potential penalties for the Class Members and Aggrieved Employees and created a damage exposure. The data provided by Defendant was sufficient to calculate the realistic exposure of Defendant's potential liability.

Settlement Negotiations and Due Diligence

16. After engaging in formal discussions about the case, discovery and comprehensive information exchange, the Parties agreed to engage in private mediation.

17. On November 20, 2025, Parties participated in a full day mediation session with Todd Smith, a mediator with experience in wage and hour class actions. Respective counsel represented each party during the good-faith negotiations facilitated by Mr. Smith.

18. The Parties came to an arm's length mutually agreed upon settlement as outlined in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), which is attached hereto as **Exhibit "B".** The Settlement Agreement includes all terms of the Parties' agreement. The parties have further agreed on a Class Notice, which is attached hereto as **Exhibit "C"** and a Request

for Exclusion Form, which is attached hereto as **Exhibit "D"**.

19. Discussions between counsel for the Parties, discovery, as well as the investigation and evaluation of the claims of Plaintiff by the Parties, have permitted each side to assess the relative merits of the claims and the defenses to those claims. At all times, the Parties' settlement negotiations have been non-collusive, adversarial and at arm's length. The parties agree that the above-described investigation and evaluation, and the information exchanged during settlement negotiations and mediation, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Based on our independent investigation and evaluation, I am of the opinion that the consideration and terms of the Settlement, considering the risk inherent in asserting and prevailing on the representative and the class claims, and the risk of loss on the merits, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interest of the Class. I am also of the opinion that the total consideration and payment outlined in the Settlement Agreement is adequate in light of the uncertainties surrounding the risk of further litigation, and the possible defenses that Defendant has asserted and could assert.

The Nature of Plaintiff's Claims and Risks of Continued Litigation

20. Although Plaintiff is reasonably confident she would have prevailed on her motion for class certification, there was a risk the Court would deny certification and find that individual issues predominate over class members' claims. Thus, the risk that Defendant would defeat certification on some or all of Plaintiff's claims supports settlement at this juncture, especially because most Class Members' claims are so small that individual litigation of their claims (required in the event certification was denied) is simply not feasible or realistic.

21. Prevailing on the merits, in this case, was by no means guaranteed. Plaintiff asserts novel claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Operative Complaint. Defendant contends that its employment policies and practices did not violate applicable wage and hour laws. Defendant contends that it has complied at all times with the California Labor Code and the Industrial Welfare Commission Wage Orders. Defendant claims that none of Plaintiff's claims are suitable for class certification because individual issues predominate over common issues on these claims. Individualized inquiries preclude class certification because a class action cannot be maintained where the existence of damage, the cause of

damage and the extent of damage have to be determined on a case-by-case basis, even if there are some common questions. See *Brinker Restaurant Corp. v. Superior Ct.,* 54 Cal.4th 1004, 1021 (2012); (whether common issues predominate turns on whether the theory of recovery advanced by proponents of certification is, as an analytical matter, likely to prove amenable to class treatment). Here, the individualized inquiry could be focused on each individual who was not paid their requisite wages.

22. Defendant is represented by competent and experienced counsel, and would undoubtedly have raised all of the above arguments, and more, in continued litigation. Despite Plaintiff's confidence in her ability to prove all of her claims on a class-wide basis, any one of the above defenses, if decided in favor of Defendant could reduce or even eliminate any potential damage award.

23. Defendant's defenses to liability on Plaintiff's claims are an important basis for further validating the reasonableness of the settlement amount. Put simply, Plaintiff faces substantial risk in prevailing on her claims. The Settlement compromises this risk.

The Settlement Terms in Light of These Risks

24. It is our judgment that Defendant's defenses to certification and liability are an important basis for validating the reasonableness of the settlement amount. Defendant has consistently maintained that it has ample legal and factual grounds for defending this action on both class and merits issues. Considering the risks going forward, the present settlement represents an excellent compromise of Plaintiff and Class Members' claims.

25. The settlement for each participating Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The fairness and reasonableness are demonstrated by the uncertainty and risks to the Plaintiff and the Class both in not prevailing on one or more causes of action or theories alleged in the Complaints and non-certification. Although we are confident that all of the elements necessary for certification are satisfied in this case, the risk of non-certification is always present. Defendant has adamantly disputed that Plaintiff will be able to certify any class and that the Class Members were entitled to recovery under any of the theories alleged. If the Class was not certified, most Class Members would not be able to pursue their individual claims against Defendant because 1) their

individual claims would not be large enough to provide an incentive to litigate individually, and 2) they may not know their claims even exist. The settlement takes these risks into account and is a good compromise for the damages of absent Class Members.

26. Prosecution of this case will result in tangible benefits for the Class Members in the following respects: (1) by this settlement, Class Members will receive their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or a possibly worse, result; and (2) settlement at this juncture will translate into significant savings in our attorney's fees and costs which would have only increased exponentially had the case progressed through trial, appeals, etc.

Suitability of the Action for Class Certification

27. To date, no class has been certified. The Settlement reached between the Parties contains a provision pursuant to which we stipulate to the Court's provisional certification of the Settlement Class and, but do so for purposes of this Settlement only.

28. As proposed Class Counsel, and based on the discovery to date, I am confident that Plaintiff could successfully prove that this action meets the requirements of class certification. Here, based on a review of Defendant's records through November 20, 2025, Defendant estimates there are approximately 560 Class Members who collectively worked a total of approximately 56,000 Workweeks during the Class Period. Therefore, joinder of their individual claims would be impractical, and the numerosity requirement is satisfied for settlement purposes.

29. Here, the Class Members all seek the same remedies under identical laws, all relating to Defendant's alleged uniform policies and practices related to the requirements of wage and hour laws. Plaintiff submits that the same factual predicates apply to each and every Class Member and the Settlement compensates Class Members for these common claims.

30. It is Plaintiff's position that Plaintiff's claims are not only typical of those of all Class Members – they are identical. Plaintiff alleges that the same failure to provide meal and rest periods or compensation in lieu thereof, failure to pay all wages, knowing and intentional failure to comply with itemized employee wage statement provisions, failure to timely pay wages due at termination, failure to timely pay employees, failure to reimburse employees for business expenses, and failure to pay for all hours worked, including overtime hours, is typical of numerous employees of Defendant.

31. Plaintiff contends that she is an adequate Class Representative and her chosen counsel is qualified to act as Class Counsel in this litigation. Here, Plaintiff has interests directly aligned with all Class Members and has vigorously prosecuted this case on their behalf. She has no apparent conflicts with Class Members. She has demonstrated her commitment to prosecute this Action on their behalf through its conclusion. Under the proposed Settlement, Plaintiff will request a modest Service Payment up to $10,000.00 for her significant time and efforts assisting Class Counsel with factual issues surrounding the case and for her participation in the litigation. Plaintiff assisted with providing the relevant documents to Plaintiff's counsel and assisted with the investigation of the data provided by the Defendant. Furthermore, there is no indication of any actual (or potential) conflicts between the Plaintiff and the Class.

32. With respect to the predominance inquiry, Plaintiff submits that the proposed Settlement Class is sufficiently cohesive because all Settlement Class Members share a common nucleus of facts and potential legal remedies – the same facts and law govern their claims; this Court could try their claims in representative fashion by common evidence regarding Plaintiff's and Class Members' claims, and identical law applies. Few factual issues are individualized to Class Members – the policies applied by Defendant to all Class Members will drive the resolution of the litigation. All of the Settlement Class Members seek relief based on the same allegations and factual predicates. As a result, common questions of law and fact predominate here.

33. Perhaps the most persuasive argument in favor of the superiority of class treatment here is the relative size of the alleged violations by Defendant; were a class not certified, many (if not all) Class Members would not bring claims for the violations alleged, because few (if any) know that Defendant conduct is allegedly unlawful, and few would have the incentive to pursue litigation over these small claims. As a result, class treatment is a superior method for adjudicating these claims, and a class action is the preferred method of resolution.

Class Counsel's Attorneys' Fees and Costs

34. The Parties have agreed that Class Counsel will seek no more than 33.33% of the Gross Settlement Amount in attorneys' fees. This agreement is fully disclosed in the Settlement Agreement. Any attorneys' fees awarded are subject to this Court's approval at the final approval hearing, in advance of which Plaintiff will file a formal noticed motion.

35. This Court can appreciate that litigating a high stakes case against a large Defendant represented by a highly respected law firm in an evolving area of law is not appealing to most lawyers, particularly when the Plaintiff's lawyer will have to finance the litigation. This case was taken solely on a contingency basis and is not a case undertaken lightly. The risk of advancing substantial costs in this type of litigation can be very high.

36. We have expended substantial time to date litigating the case and bringing it to fruition. We expect to expend substantially more time through a comprehensive notice and claims program and final approval process. We have aggressively litigated this case from the start. Plaintiff's counsel achieved a result whereby each Class Member will receive a payment depending on the number of Workweeks that person worked during the relevant time. The Class Members will not be obliged to submit a claim form or worry about sending it in. Moreover, Plaintiff counsel's work is not yet complete, as we will spend a significant amount of time overseeing and participating in the settlement administration process and final approval proceedings.

37. Finally, the Settlement Agreement provides that we will seek to recover litigation costs of no more than $25,000.00 from the Gross Settlement Amount. At the final approval stage, we will submit an itemized statement of costs incurred to the Court for its approval.

Attorney's Estimate of Total Damages Recoverable

38. In evaluating the allegations in Plaintiff's Complaint, Plaintiff determined that the estimated maximum realistic potential recovery for a total victory in this case would be **$837,999.27**. The Parties settled for **$500,000.00**, which equates to approximately **60%** of the maximum realistic potential recovery. To assist the parties in coming to the settlement, the parties relied upon the following exposure calculations:

Overtime Violations: Plaintiff maintained that Plaintiff and Defendant's California employees were not properly compensated for all overtime hours worked. Based on Plaintiff's investigation, which included discussing the merits and reviewing the informal data provided by Defendant, Plaintiff concluded that approximately 30 unpaid overtime minutes were worked without adequate compensation per Workweek. Defendant denies this allegation. There are a total of approximately 56,000 Workweeks in the Class and the average overtime rate is $41.51. If proven, the estimated exposure for this claim was calculated to be **$1,162,280.00**. Plaintiff estimated a 5%

probability of prevailing on this claim based on the sample data provided by Defendant and based on the fact that Defendant had compliant policies and practices with respect to working overtime. As such, Plaintiff estimated the realistic exposure of this claim to be **$58,114.00.**

Rest Break Violations: Plaintiff's investigation from reviewing Defendant's policies and addressing the practices, determined that rest periods were seldom missed. Defendant has previously settled a lawsuit, and subsequently tightened up its practices with respect to rest breaks. Counsel's investigation revealed that approximately once per week, Plaintiff's and other Class Members' rest breaks were interrupted. Defendant denies this allegation. Based on Plaintiff's allegations and the investigation, it was estimated that there was 1 missed rest break per Workweek with no premium pay during the Class Period. Based on this estimate, Plaintiff alleges she and other Class Members missed a total of 56,000 rest periods at an average hourly rate of $27.67 for a total of **$1,549,520.00** in rest period exposure. Plaintiff estimated a 7% probability of prevailing on this claim based on Defendant's legally compliant policy. The law further does not require that Defendant keep the necessary records of the rest breaks taken and considering that Defendant had compliant policies, proving this claim on a class basis would be a challenge. Yet another challenge with this claim is that the failure to take the rest breaks may require an individualized inquiry, something that may have contributed to the class not being certified. This settlement avoided that risk. As such, Plaintiff estimated the realistic exposure for this claim to be approximately **$108,466.40.**

Meal Break Violations: According to Plaintiff, approximately once per week, her and other Class Members' meal breaks were interrupted. Based on the sample data provided, which included punch records, and according to Plaintiff, it was determined that Defendant's employees were provided the opportunity to take uninterrupted meal breaks, and the majority of deviations were voluntary on the part of the employees. Therefore, it was estimated that there was 1 missed meal break per Workweek with no premium pay during the Class Period. Based on this determination, Plaintiff alleges she and other Class Members missed a total of 56,000 meal breaks at an average hourly rate of $27.67 for a total of **$1,549,520.00** in meal period exposure. Defendant denies this allegation. Plaintiff estimated a 5% probability of prevailing on this claim as several risk factors exist as follows: Defendant had a legally compliant meal period policy in place; Plaintiff and the rest of the Class would have to prove that their reason for failure to take a compliant meal break was not

unique and that a similar practice applied to the rest of the Class. This can be especially difficult considering that Defendant had a compliant meal period policy. As such, the realistic exposure was approximately **$77,476.00.**

Reimbursement for Business Expenses Claim: According to Plaintiff, she and other employees of Defendant were not reimbursed for cell phone usage. Plaintiff estimated $5.00 per Workweek in reimbursements owed to Plaintiff and others. Plaintiff estimated a 20% probability of prevailing on this issue as Defendant had compliant policies and the use of the cell phone was not necessarily required for the job performance of certain Class Members. Defendant denies this allegation. The realistic exposure was estimated to be approximately **$56,000.00**

Derivative Wage Statement Claim: Based on Plaintiff's investigation and the extrapolation of data, it was calculated that there would have been a 5% violation rate if this case was taken to trial. Defendant issued approximately 28,000 wage statements during the relevant period. Plaintiff used a penalty of $50 for the initial violation and $100 for all subsequent violations to determine the potential penalty for wage statement violations if this case was taken to trial. As such the damages are as follows: 50 x 1 + 100 x 27,999 x 0.10 = **$279,995.00**. Defendant denies this allegation.

Derivative Waiting Time Penalty Claim: Based on Plaintiff's investigation and the extrapolation of data, it was calculated that there would have been a 7% violation rate if this case was taken to trial. Plaintiff used the number of former employees in the class (198 employees) and calculated their average rate of pay ($27.67) times 8 hours a day times 30 days to determine that potential penalty for waiting time penalties at a 7% violation rate was **$92,041.49**. Defendant denies this allegation.

PAGA Claim: Maximum exposure was based upon an analysis of a 100% violation rate. While this would be unlikely, even for the purposes of the maximum exposure, Plaintiff calculated the PAGA liability at 100%. Plaintiff used the data provided by Defendant and determined that there were 15,012 PAGA Pay Periods. Since the Labor Code allows for a maximum of $100 per pay period and there were 15,012 Pay Periods in the PAGA Period, the maximum exposure was calculated to be **$1,501,200.00**. Defendant denies this allegation. PAGA claims are subject to a one-year statute of limitations, and penalties can be recovered for a period of one year prior to the date notice is sent to the LWDA. *Taylor v. Interstate Grp., LLC,* No. 15-CV-05462-YGR, 2016 WL

335226, at *1 (N.D. Cal. Jan. 28, 2016). Unless a Labor Code provision provides for a specific civil penalty, PAGA imposes a default civil penalty of "one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." Cal. Lab. Code § 2699(f)(2). The court in *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144, held that the defendant was not liable for heightened penalties for any Labor Code violation that occurred before the defendant was notified by the Labor Commissioner or any court that it had violated the Labor Code provisions at issue. The California Court of Appeal in *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 356 confirmed that "the increased $200 civil penalty for 'subsequent violation[s]' does not apply unless [plaintiff] presents evidence that the Labor Commission or a court notified [defendant] that it was in violation of the Labor Code"). Here, PAGA penalties were discounted by using only initial violation rates, based on Defendant's argument that heightened penalties would not apply for violations that occurred before Defendant was notified by the Labor Commissioner or any court that it had violated the Labor Code provisions at issue. Counsel believed that since the violations were not willful and Defendant had compliant policies, that the Court would award a smaller portion of the potential PAGA Claim. Plaintiff believed that it would be difficult to obtain penalties for wage statement violations and waiting time penalties in addition to the PAGA penalties. Plaintiff believed that the realistic exposure was 7% probability of success. As such, Plaintiff estimated its realistic value if prevailed at trial would be **$105,084.00**. Defendant denies this allegation.

Interest: Interest will accrue at a rate of seven percent (7%). As such, the interest was calculated in the amount of **$54,822.38**

Notice to LWDA

39. Counsel for Plaintiff gave notice of the Settlement to the LWDA. Attached hereto as **Exhibit "E"** is proof of that notice.

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Settlement Administration

40. Attached hereto as **Exhibit "F"** is the bid the Parties received from ILYM Group, Inc.

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

Executed this 27th day of April 2026 at Westlake Village, California.



Roman Otkupman

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION
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December 17, 2024

VIA ELECTRONIC FILING
Labor & Workforce Development Agency

VIA CERTIFIED MAIL
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VIA CERTIFIED MAIL
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VIA CERTIFIED MAIL
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Defendant certified mail # 9589 0710 5270 2390 8658 39

Re: ***Elena Martha Varela v. Florence Crittexnton Services of Orange County, Inc., Crittenton Services for Children and Families, Florence Crittenton Family Services – Labor Code Violations of Florence Crittenton Services of Orange County, Inc., Crittenton Services for Children and Families, Florence Crittenton Family Services – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Elena Martha Varela ("Plaintiff"), a former California employee of Florence Crittenton Services of Orange County, Inc., Crittenton Services for Children and Families, Florence Crittenton Family Services ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant's other California non-exempt employees.

Plaintiff began working for Defendant in or around February of 2017. While working for Defendant as a Team Leader, Plaintiff was earning ($28.50) per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Plaintiff and Defendant's California employees were required to be on call during their meal and rest breaks as Defendant required them to keep their walkie talkies on in case of an emergency and obligated them to respond to Defendants' calls when needed. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and all other California employees of Defendants also claims that Defendants have failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendants regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendant paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-monthly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-monthly basis must be paid no later than ten calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant also failed to reimburse Plaintiff and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

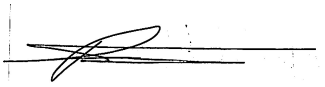
Defendant failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendant or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM



ROMAN OTKUPMAN

EXHIBIT B

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Elena Martha Varela ("Plaintiff") ("Class Representative" or "Plaintiff"), individually and on behalf of all putative class members, putative aggrieved employees, and the State of California, on the one hand, and Defendant Florence Crittenton Services of Orange County, Inc. ("Defendant") on the other hand. The Settlement Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party." This Settlement Agreement is subject to the terms and conditions set forth below and the Court's approval. This Settlement Agreement completely resolves the Released Class Claims (as defined herein) and Released PAGA Claims (as defined herein) against the Released Parties (as defined herein).

1. DEFINITIONS.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be applicable.

1.1 "Action" means the Complaint, attached as Exhibit A that was filed on February 21, 2025, by Plaintiff in the Superior Court of the State of California, County of Orange, Case No.30-2025-01462276-CU-OE-CXC.

1.2 "Administrator" means ILYM Group, Inc. ("ILYM") the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement. ILYM has submitted "not to exceed" bid of $7,850.00

1.4 "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt employee during the PAGA Period.

1.5 "Class" means all persons employed by Defendant in California as non-exempt employees during the Class Period.

1.6 "Class Counsel" means Roman Otkupman and Nidah Farishta, for Otkupman Law Firm, a Law Corporation.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks worked in the Class Period and Pay Periods worked in the PAGA Period (as applicable).

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1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, attached as Exhibit B and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from July 25, 2019 to the date of preliminary approval of this Settlement, or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

1.13 "Class Representative" means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Orange.

1.16 "Defendant" means named Defendant Florence Crittenton Services of Orange County, Inc.

1.17 "Defense Counsel" means Alfred Landegger and Joseph P. Sklar of Landegger Verano, ALC.

1.18 "Effective Date" means the date by when both of the following have occurred:(a) The court enters a Judgment on its Order Granting Final Approval of the Settlement, and the entered Judgment is served on Defendant; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means FIVE HUNDRED THOUSAND DOLLARS and ZERO CENTS ($500,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below, and not including the employer payroll taxes owed on the Wage Portions of Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator's Expenses.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from December 17, 2023 to the date of preliminary approval of this Settlement, or the Alternate End Date (as defined in Paragraph 8 below), whichever is sooner.

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1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33 "PAGA Notice" means Plaintiff's December 17, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), of alleged Labor Code violations.

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which is FORTY THOUSAND DOLLARS and ZERO CENTS ($40,000.00), which is allocated 35% to the Aggrieved Employees ($14,000.00) and the 65% to LWDA ($26,000.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiff" means Elena Martha Varela, a named plaintiff in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 "Released Class Claims" means any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Complaint (as defined below) in the Action that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the Complaint in the Action, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act ("FLSA")) or local law including, but not limited to claims for unpaid minimum and overtime wages (including, inter alia, in connection with off-the-clock work and improper rounding of time), claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, the failure to reimburse for business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, California Industrial Welfare Commission Wage Order 5-2001, California Business and Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the Operative Complaint in the Action.

1.40 "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, et seq., and IWC Wage Order 5-2001 as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice submitted in the Action.

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1.41 "Released Parties" means: Florence Crittenton Services of Orange County, Inc., Florence Crittenton Community Support, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and affiliates.

1.42 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek" means any calendar week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 On February 21, 2025, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendant for (1) meal period violations (Labor Code §§226.7, 512, 558); (2) rest period violations (Labor Code §§ 226.7, 516, 558); (3)failure to pay minimum wages (Labor Code §§ 510, 1194, 1194.2); (4) wage statement penalties (Labor Code § 226); (5) waiting time penalties (Labor Code § 201-203); (6) failure to timely pay (Labor Code § 204(a)(b)); (7) failure to reimburse business expenses (Labor Code §2802); (8) unpaid overtime wages (Labor Code §§ 210, 218); (9) Business and Professions Code section 17200 *et seq.* (10) Civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

2.2 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged therein.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4 On November 20, 2025, the Parties participated in an all-day mediation presided over by Todd Smith, which led to this Agreement to settle the Action.

2.5 Prior to mediation and negotiating this Settlement, Class Counsel obtained, through informal discovery, documents and information, including a representative sampling of putative class members time and corresponding pay records, which Class Counsel used to thoroughly assess the viability and support for the claims alleged in the Action. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

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3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay FIVE HUNDRED THOUSAND DOLLARS and ZERO CENTS ($500,000.00) and no more as the Gross Settlement Amount and to separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay any portion the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment of not more than Ten Thousand Dollars and Zero Cents ($10,00.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative may be entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for the Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment to the Plaintiff less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative the Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment she receives.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand DOLLARS and ZERO CENTS ($25,000.00), supported by a declaration, both of which will be paid from the Gross Settlement Amount subject to court approval. Defendant will not oppose requests for these payments provided that Class Counsel does not request more than these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Seven Thousand Eight Hundred and Fifty Dollars and ZERO CENTS ($7,850.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than this amount, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and non-wage damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Forty Thousand Dollars and ZERO CENTS ($40,000.00) to be paid from the Gross Settlement Amount, with 65% ($26,000.00) allocated to the LWDA PAGA Payment and 35% ($14,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($14,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records through November 20, 2025 (i.e., as of the date the Parties participated in mediation), Defendant estimates there are 560 Class Members who collectively worked a total of 56,000 Workweeks between February 21, 2021 and November 20, 2025, and 395 Aggrieved Employees who worked a total of 15,012 Pay Periods in the PAGA Period.

4.2 Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date. Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount and Defendant's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Settlement Administrator shall also set aside the employer taxes and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks

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not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the Released Class Claims and Released PAGA claims described below, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including but not limited to, any claims for vested benefits, unemployment insurance, disability, social security, workers' compensation. Plaintiff acknowledges that Plaintiff may hereafter discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but

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agrees, nonetheless, that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims, as defined in Paragraph 1.39. Except for Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees (whether they are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, as defined in Paragraph 1.40.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Representations. Defense Counsel and Defendant represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. Defendant further represents that, based on its records and available information, Spanish is the only non-English languages necessary to ensure that the Class Notice provides adequate notice to Class Members..

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other

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misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the filing of the answer to the Complaint; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINSITATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendants comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Tax Reporting & Employer Identification Number. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed, on the Individual Class Payments, and for paying the taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS

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Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, total Workweeks, and total Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice

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requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to

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calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representatives Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of

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the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records through November 20, 2025 (i.e., as of the date the Parties participated in mediation), Defendant estimates there are 560 Class Members who collectively worked a total of 56,000 Workweeks between February 21, 2021 to November 20, 2025, and 395 Aggrieved Employees who worked a total of 15,012 Pay Periods in the PAGA Period. If the number of Work Weeks as of the date the Court approves the settlement exceeds the referenced 56,000 Work Weeks by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment, and the LWDA payment, will increase proportionally according to the number of additional Work Weeks. In the alternative, Defendant may elect to end the Class Period and PAGA Period on an earlier date at Defendant's discretion in order to limit the covered Work Weeks to no more than 110% of Defendant's estimates ("Alternate End Date"). Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the Preliminary Approval hearing regarding whether the escalator clause has been triggered and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties

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agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

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

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

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communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Roman Otkupman

Nidah Farishta

OKTUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123

Westlake Village, California 91362

To Defendant:

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Alfred Landegger
Joseph Sklar
LANDEGGER VERANO, ALC
15760 Ventura Blvd., Suite 1200
Encino, CA 91436

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

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

SIGNATURES ON THE FOLLOWING PAGE

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DATED: _____

ELENA MARTHA VARELA

By: _____
ELENA MARTHA VARELA

DATED: _____

OTKUPMAN LAW FIRM,
A LAW CORPORATION

By: _____
Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff ELENA MARTHA VARELA

DATED: 1/15/2026

FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC.

By: Signed by: C58A1546F67F4F6... _____
Douglas Yost
Chief Executive Officer, Florence Crittenton Services of Orange County, Inc.

DATED: 1/13/26

LANDEGGER VERANO, ALC

By: _____
Alfred Landegger
Joseph Sklar
Attorneys for Defendant, FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC.

DATED: 12 / 15 / 2025

ELENA MARTHA VARELA

By: _____
ELENA MARTHA VARELA

DATED: 12 / 15 / 2025

OTKUPMAN LAW FIRM,
A LAW CORPORATION

By: _____
Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff ELENA MARTHA VARELA

DATED: _____

FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC.

By: _____
Douglas Yost
Chief Executive Officer, Florence Crittenton Services of Orange County, Inc.

DATED: _____

LANDEGGER VERANO, ALC

By: _____
Alfred Landegger
Joseph Sklar
Attorneys for Defendant, FLORENCE CRITTENTON SERVICES OF ORANGE COUNTY, INC.

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EXHIBIT C

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

Elena Martha Varela v. Florence Crittenton Services of Orange County, Inc.

Orange County Superior Court Case No. 30-2025-01462276-CU-OE-CXC

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 Florence Crittenton Services of Orange County, Inc. ("Florence Crittenton") for alleged wage and hour violations. The Action was filed by a former Florence Crittenton employee, Elena Martha Valera ("Plaintiff"), and seeks payment of wages, penalties, and interest for a class of all persons employed by Defendant in California as non-exempt employees at any time during the Class Period (the period from July 25, 2019 to [the date of preliminary approval of the Settlement, or the Alternate End Date (as defined in Paragraph 8 of the Agreement), whichever is sooner]) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all persons employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (the period from December 17, 2023 to [the date of preliminary approval of the Settlement, or the Alternate End Date (as defined in Paragraph 8 of the Agreement), whichever is sooner]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement whereby Florence Crittenton agrees to fund Individual Class Payments, and (2) a PAGA Settlement whereby Florence Crittenton agrees to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Florence Crittenton'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 Florence Crittenton'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 Florence Crittenton's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, 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 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 Florence Crittenton to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Florence Crittenton.

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 Florence Crittenton 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. Florence Crittenton must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees 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 Florence Crittenton '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.

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Florence Crittenton. The Action accuses Florence Crittenton of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, and failing to reimburse employees for business expenses. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under Business and Professions Code section 17200 and 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: Otkupman Law Firm, A Law Corporation ("Class Counsel")

Florence Crittenton denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification. However, Florence Crittenton recognizes the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

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

So far, the Court has made no determination whether Florence Crittenton or Plaintiff is correct on the merits. In the meantime, Plaintiff and Florence Crittenton hired Todd Smith, an experienced, neutral mediator, in an effort to resolve the Action by negotiating and to end the case by agreement (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 Florence Crittenton 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, Florence Crittenton 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) Florence Crittenton 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 Aggrieved Employees. 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?

A. Florence Crittenton will pay $500,000.00 as the Gross Settlement Amount (Gross

Settlement). Florence Crittenton 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"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. 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:

1. Up to $166,650.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 to Class Counsel for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Up to $10,000.00 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 Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment

3. A payment to the Administrator for services administering the Settlement not to exceed $7,850.00.

4. Up to $40,000.00 for PAGA Penalties, allocated 65% ($26,000.00) to the LWDA PAGA Payment and 35% ($14,000.00) in Individual PAGA Payments to the Aggrieved Employees 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.

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

D. Taxes Owed on Payments to Class Members. Plaintiff and Florence Crittenton 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. Florence Crittenton 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 Florence Crittenton 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.

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

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

F. 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 form 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 Florence Crittenton.

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 Florence Crittenton based on the PAGA Period facts alleged in the Action.

G. The Proposed Settlement will be Void if the Court Denies Final Approval. 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. Plaintiff and Florence Crittenton have agreed that, in either case, the Settlement will be void: Florence Crittenton will not pay any money and Class Members will not release any claims against Florence Crittenton.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. ("ILYM") (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.

I. Participating Class Members' Release. After the Judgment is final and Florence Crittenton 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 Florence Crittenton or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. Except for Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
>
> The Released Class Claims are defined as: any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Complaint (as defined below) in the Action that arose during the Class Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual allegations contained in the Complaint in the Action, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act ("FLSA")) or local law including, but not limited to claims for unpaid minimum and overtime wages (including, inter alia, in connection with off-the-clock work and improper rounding of time), claims related to non compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, the failure to reimburse for business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, California Industrial Welfare Commission Wage Order 5-2001, California Business and Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the Operative Complaint in the Action.

J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Florence Crittenton has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Florence Crittenton, whether or not they exclude themselves from the Settlement. This means that all Aggrieved 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 Florence Crittenton or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

> All Aggrieved Employees (whether they are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

The Released PAGA Claims are defined as: any and all claims for civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, et seq., and IWC Wage Order 5-2001 as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice submitted in the Action.

K. Released Parties. The Released Parties are defined as Florence Crittenton Services of Orange County, Inc., Florence Crittenton Community Support, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and affiliates

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. 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.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $14,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. 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 Florence Crittenton'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 challenged 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 Florence Crittenton's calculation of Workweeks and/or Pay Periods based on Florence Crittenton'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 Florence Crittenton's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do

nothing, you will be considered a "Participating Class Member" and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section **6** below), you will be considered a "Non-Participating Class Member" and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 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 *Varela v. Florence Crittenton Services of Orange County, Inc*. 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 (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Florence Crittenton are asking the Court to approve. At least 16 court 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. You can also view them on the Administrator's Website _____.

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 as *Varela v. Florence Crittenton Services of Orange County, Inc*. and include your name, current address,

telephone number, and approximate dates of employment for Florence Crittenton and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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 on _____ at _____ in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 to attend) either personally or virtually. 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 Florence Crittenton and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to ILYM's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also review court documents on the Court's website: https://www.occourts.org/online-services/case-access/civil-case-access.

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

Class Counsel:
Name of Attorney: Roman Otkupman; Nidah Farishta
Email Address: Roman@OLFLA.com; Nidah@OLFLA.com
Name of Firm: Otkupman Law Firm, A Law Corporation
Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362
Telephone: (818) 293-5623

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. 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 D

REQUEST FOR EXCLUSION FORM/OPT-OUT FORM

Varela v. Florence Crittenton Services of Orange County, Inc.
Orange County Superior Court Case No. 30-2025-01462276-CU-OE-CXC

If you want to remain a member of the class, you should not fill-in this form and are not required to do anything at this time. This form is only used if you want to exclude yourself from this case.

If you want to opt-out of the class, you must fill-in this Exclusion Request form and return it to ILYM Group, Inc. ("ILYM") (Settlement Administrator), [street address, city, state, zip] by mail postmarked no later than _____.

If you have any questions regarding this case, please call the Settlement Administrator ILYM at _____ or write to ILYM for more information to be provided to you. ILYM's address is _____. DO NOT CALL THE CLERK OF COURT FOR INFORMATION.

I hereby certify that I believe myself to be a member of the class.

Further, I want to exclude myself from this lawsuit.

_____

Please print legibly:

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Last 4 Digits of SSN: _____

Case Name: Varela v. Florence Crittenton Services of Orange County, Inc.

Case No.: 30-2025-01462276-CU-OE-CXC

Signature of Class Member _____

EXHIBIT E

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 1067944-24

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXX-XX".
Search for PAGA Case number

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name * Roman

Your Last Name * Otkupman

Your Email Address * gabriela@olfla.com

Your Street Name, Number and Suite/Apt * 5743 Corsa Ave, Suite 123

Your Mobile Phone Number 818-293-5623

Your City * Westlake Village

Your Work Phone Number 818-293-5623

Your State * California

Your Zip/Postal Code * 91362

Court and Hearing Information

Court *
Orange County Superior Court

Court Case Number *
30-2025-01462276-CU-(

Hearing Date *
05/08/2026

Hearing Time *
08:30
HH:MM

Hearing Location *
Orange Superior Court

Number of aggrieved employees *
395

Net Amount to Aggrieved Employees *
14,000.00

Gross settlement amount *
500,00.00

Gross penalty *
40,000.00

Penalties to LWDA *
26,000.00

Date of proposed settlement *
01/15/2026

Other PAGA Notices

Search for PAGA Case number

- [x] I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

- (•) There are no other PAGA claims which may be affected by this proposed settlement.
- ( ) The proposed settlement may affect other PAGA claims.

- [ ] A Notice of Related Cases has been filed in all related actions.
- [x] Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- [x] Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *
Choose File Settlement Ag…executed).pdf

Other Attachment (if any, must be .pdf or .xlsx)
Choose File No file chosen

Add Another Attachment

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page Submit

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Thu 4/16/2026 7:22 AM
To Gabriela Zaragoza <gabriela@olfla.com>

04/16/2026 07:22:29 AM

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

Item submitted: Proposed Settlement

On 04/16/2026 07:22:29 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1067944-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Varela

Monday, November 24, 2025

Requesting Attorney:
Roman Otkupman
Otkupman Law Firm
Roman@OLFLA.com
818.293.5623

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	546
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$650.00
Project Management:	$1,250.00
Notification & Mailing:	$1,543.06
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$3,441.94
Case Conclusion:	$965.00
Estimated ILYM Fees & Expenses:	**$7,850.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Varela

Monday, November 24, 2025

Requesting Attorney's Name: Roman Otkupman

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*			**Subtotal**	**$650.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	4	$480.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
NCOA	Flat Rate	$150.00	1	$150.00
Toll Free Customer Service Representative	Flat Fee	$200.00	1	$200.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$1,250.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English only	Per Piece	$1.50	546	$819.00
USPS First Class Postage	Per Piece	$0.74	546	$404.04
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	82	$163.80
Storage, Photocopies, Deliveries	Flat Fee	$156.22	1	$156.22
			Subtotal	**$1,543.06**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Varela

Monday, November 24, 2025

Requesting Attorney's Name: Roman Otkupman

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	2	$300.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	2	$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	546	$546.00
USPS First Class Postage	Per Piece	$0.74	546	$404.04
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	55	$81.90
Preparation of Taxes	Hourly	$120.00	3	$360.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$3,441.94**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$500.00	1	$500.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$965.00**

Estimated ILYM Fees & Expenses: **$7,850.00**

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.