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Attorneys for Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

VIANNA MONARQUE RALH, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

RO HEALTH, LLC, a Delaware limited
liability company; RO HEALTH, INC., an
unknown business entity; RO HEALTH
HOLDINGS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive.

Defendants.

Case No.: 25CV022017

Honorable Jill H. Talley
Department 8A

CLASS ACTION

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

Date: October 9, 2026
Time: 9:00 a.m.
Department: 8A

Complaint Filed: September 16, 2025
Trial Date: None Set

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1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Vianna Monarque Ralh (“Plaintiff Ralh”) and Leslie Chasco-Ortega (“Plaintiff Chasco-Ortega”) (together with Plaintiff Ralh, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

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1 of the Chasco-Ortega PAGA Notice, the LWDA did not respond to the Chasco-Ortega PAGA
2 Notice. Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Chasco-
3 Ortega PAGA Notice.

4 7. On March 17, 2026, Plaintiff Ralh filed a First Amended Complaint for Enforcement
5 Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Ralh* PAGA
6 Action, thereby adding Plaintiff Chasco-Ortega as an additional named plaintiff.

7 8. On April 13, 2026, Plaintiff Ralh submitted an amended notice to the LWDA and
8 Defendants (“Amended Ralh PAGA Notice”). Aside from confirmation of receipt of the Amended
9 Ralh PAGA Notice, the LWDA did not respond to the Amended Ralh PAGA Notice. Marked and
10 attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Amended Ralh PAGA Notice.

11 **THE PROPOSED SETTLEMENT**

12 9. Marked and attached hereto as “**EXHIBIT 4**” is a true and correct copy of the Class
13 Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or
14 “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all
15 others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the
16 other hand (together, the “Parties”). The Parties and their counsel have approved the proposed
17 Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval (“Class
18 Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request
19 that the Court approve it as well.

20 10. The Settlement provides for a Gross Settlement Amount of \$3,055,000.00 to be paid
21 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross
22 Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel
23 Fees Payment of up to \$1,069,250.00 (if the Gross Settlement Amount remains \$3,055,000.00)
24 and Class Counsel Litigation Expenses Payment not to exceed \$20,000.00 to Class Counsel,
25 Representative Enhancement Awards to each Plaintiff of \$10,000.00 (for a combined total of
26 \$20,000.00), Administration Expenses Payment to the Administrator not to exceed \$55,000.00,
27 and the PAGA Penalties of \$300,000.00. Assuming that the amounts allocated under the
28 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will

1 be available for distribution to Participating Class Members is currently \$1,590,750.00.
2 Additionally, 35% of the PAGA Penalties (i.e., Individual PAGA Payment), which is \$105,000.00
3 out of \$300,000.00, will be distributed to the PAGA Members, for their respective portion of the
4 Individual PAGA Payments. The Gross Settlement Amount will be fully distributed in accordance
5 with the terms of the Settlement and there is no reversion to Defendants.

6 11. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
7 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
8 \$1,069,250.00, if the Gross Settlement Amount remains \$3,055,000.00) and expenses and costs of
9 not more than \$20,000.00, which will be paid out of the Gross Settlement Amount, subject to
10 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of
11 litigation and will not receive any compensation until recovery is obtained. A description of the
12 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved
13 by Class Counsel in this matter can be found in paragraphs 19 through 24, *infra*.

14 12. The Settlement Agreement provides for payment of up to \$10,000.00 to each
15 Plaintiff as a Representative Enhancement Award (for a total of \$20,000.00) to be paid out of the
16 Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and
17 effort to produce relevant documents and past employment records and to provide the facts and
18 evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class
19 Counsel needed them and actively tried to obtain information that would benefit the Class.
20 Accordingly, it is appropriate and just for Plaintiffs to each receive a Representative Enhancement
21 Award in addition to their individual settlement payment, for their services on behalf of the Class,
22 PAGA Members, and the State of California.

23 13. The Parties have agreed to retain Simpluris Inc., ("Administrator") to handle the
24 notice and settlement administration process. The Parties respectfully request that the Court
25 appoint Simpluris, Inc. to handle these procedures and serve as the Administrator. Defendants will
26 provide the Administrator with the Class Data, and the Administrator will calculate each Class
27 Member's estimated *pro rata* share of the Net Settlement Amount ("Individual Class Payment")
28 and each PAGA Members's estimated *pro rata* share of the thirty-five percent (35%) portion of

the PAGA Penalties. The Administrator will be responsible for translating, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. The Administrator Expenses Payment is currently estimated not to exceed \$55,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

14. Under the Settlement Agreement, Defendants are responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Individual Class Payment will be allocated twenty percent (20%) to wages and eighty percent (80%) to penalties and interest. The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payments.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

15. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the Class Period, which is the period from November 20, 2020, to June 1, 2026.

16. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be approximately 13,745 individuals who worked an estimated total of 350,000 Workweeks.

17. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuits, including the allegations that Defendants, with respect to Plaintiffs, Class Members, and PAGA Members, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant

1 wage statements, failed to maintain requisite payroll records, failed to pay sick pay wages, and
2 failed to reimburse necessary business expenses, and thereby engaged in unfair business practices
3 and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of
4 2004 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that Class Members
5 were expected to perform similar job duties and were subject to the same or similar operations and
6 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendants'
7 recordkeeping practices with respect to Plaintiffs, Class Members, and PAGA Members were
8 substantially the same during the time period at issue. As a result of said alleged uniform practices,
9 Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to
10 them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
11 would be determined by Defendants' uniform operations and employment practices, policies, and
12 procedures that Plaintiffs allege applied across their hourly-paid or non-exempt employees in
13 California during the relevant time period.

14 18. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
15 a class action against their former employer. Plaintiffs spent considerable time and effort to
16 produce relevant documents and past employment records and to provide the facts and evidence
17 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
18 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
19 no interests that are adverse to the Class. Plaintiffs were employed by Defendants during the Class
20 Period and subject to the same alleged violations and the same policies, practices, and procedures.
21 Plaintiffs took on the challenge and risk of commencing and maintaining these actions, and they
22 have not yet received any monetary benefit for their service to date. Plaintiffs put their own
23 interests aside and brought a publicly filed lawsuit against an employer not just for their own
24 benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

25 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

26 19. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
27 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
28 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is

1 the attorney of record in well over a dozen employment-related putative class actions in both state
2 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
3 who focus on litigating complex wage-and-hour class and Private Attorneys General Act PAGA
4 representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the
5 executive, administrative, and other overtime exemptions to the State of California and federal
6 overtime compensation requirements. During a relatively short time, in association with other law
7 firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of
8 individuals in California.

9 20. Edwin Aiwanian is the Chief Executive Officer of Lawyers *for* Justice, PC. He
10 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
11 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
12 formal training in dispute resolution and negotiation from the Straus Institute for Dispute
13 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
14 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
15 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
16 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
17 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
18 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
19 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
20 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
21 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
22 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
23 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
24 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
25 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
26 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
27 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
28 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases

1 involving the executive, administrative, and other overtime exemptions to the State of California
2 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
3 has successfully obtained class certification by contested motion practice in approximately sixteen
4 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

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

24 22. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a
25 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
26 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
27 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010),
28 in New York (since 2013), and in Washington (since 2026), and she is also admitted to practice in

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

23 23. Brian J. St. John is a Member of Lawyers for Justice, PC. He received his Bachelor's
24 degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree
25 from the University of California, Berkeley, School of Law in 2013. He was admitted to practice
26 law in California in 2015. He is admitted to practice before all courts of the State of California and
27 all federal district courts in the State of California. He has worked on many wage and hour class
28 action and PAGA representative matters, and his work has included, *inter alia*, researching and

1 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
2 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
3 analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, he spent
4 several years working for a boutique employment and labor law firm representing employers, and,
5 in 2019 and 2020, he was employed as general counsel for a DMHC licensed discount dental plan.

6 24. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from
7 the University of California, Santa Barbara in 2019, and earned my Juris Doctor degree from the
8 Southwestern Law School in 2024. I was admitted to practice law in California in November of
9 2024. From approximately May 2022 to approximately August 2022, I served as a Judicial Extern
10 to the Honorable Andre Birotte Jr. at the United States District Court for the Central District of
11 California. I am admitted to practice before all courts of the State of California and all federal
12 district courts in the State of California. Since joining Lawyers *for* Justice, PC, I have worked on
13 wage and hour class action and PAGA representative matters. My work has included, *inter alia*,
14 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
15 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation
16 and analysis, and making court appearances.

17 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

18 25. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this
19 matter has translated into tangible monetary benefits for the Class Members in the following
20 respects: (1) Class Members, PAGA Members, and the State of California recover over a
21 reasonably short period of time as opposed to waiting additional years for the same, or possibly
22 worse, result; (2) a guaranteed result that compares favorably with other similar class action
23 settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings
24 in Class Counsel's fees and/or costs that would have only increased significantly had the cases
25 progressed through certification, trial, and/or appeals.

26 26. Class Counsel has litigated the matter for about one (1) year and was actively
27 preparing the matters for class certification and trial. The Parties have engaged in extensive
28 settlement negotiations and participated in a full-day mediation conducted by Doug Leach, a well-

1 respected mediator experienced in mediating complex wage and hour class and PAGA matters. In
2 the course of the litigation and in connection with the mediation and settlement discussions, the
3 Parties exchanged extensive information and engaged in discussions regarding their evaluations
4 of the matter and various aspects of the matter, including but not limited to, the risks and delays
5 of further litigation, the risks to the Parties of proceeding with class certification and/or
6 representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest
7 periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as
8 the evidence produced and analyzed, and the possibility of appeals, among other things. During
9 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
10 position via Mediator Doug Leach. The Parties did not reach a settlement at mediation, but instead
11 only reached a settlement pursuant to a mediator's proposal, agreed to days after the mediation
12 and further negotiations facilitated by the Mediator. Arriving at a settlement that was acceptable
13 to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail
14 on the merits, and at certification, and Plaintiffs and Class Counsel believed that they would be
15 able to obtain class certification and prevail at trial. After conducting investigations, formal and
16 informal discovery and exchange of information, extensive settlement negotiations, and with the
17 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
18 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
19 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
20 adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members,
21 and of the Released PAGA Claims of Plaintiffs, the State of California, and the PAGA Members,
22 against the Released Parties.

23 27. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
24 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs
25 conducted significant investigation and formal and informal discovery regarding the facts of the
26 cases, including and not limited to, the exchange, review, and analysis of hundreds of pages of
27 documents and more than 1.5 million lines of data obtained from Defendants, Plaintiffs, and other
28 sources. Class Counsel propounded multiple sets of formal written discovery requests onto

1 Defendants (specifically, Form Interrogatories - General (Set One), Special Interrogatories (Sets
2 One and Two), and Requests for Production of Documents (Set One)), and served notices of
3 deposition of Defendants' Persons Most Knowledgeable designees regarding job duties and
4 organizational structure, along with a request for production of documents. The volume of data
5 and documents that Class Counsel reviewed and analyzed included and was not limited to:
6 Plaintiffs' and other Class Members' employment records, time and pay data from for the entire
7 class (as opposed to a sampling) containing more than 1.5 million rows of data, each of
8 Defendants' Employee Handbooks in place during the relevant time period, Defendants'
9 standalone policies, including those related to reporting time, on-duty meal periods, expense
10 reimbursement, personal device use, travel, documents related to Defendants' operations and
11 employment practices and procedures (including but not limited to Defendants' Meal and Rest
12 Period Policy, New Hire Personnel Activity Forms, and Orientation Forms), and policies, among
13 other information and documents. Class Counsel had the opportunity to interview Plaintiffs and
14 other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties
15 also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,
16 and the production of documents and data prior to the mediation. Class Counsel also drafted
17 pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and
18 settlement negotiations, among other tasks.

19 28. Counsel for the Parties have also invested time researching and investigating the
20 applicable law, which is constantly evolving as it relates to certification, representative PAGA
21 claims, Fair Labor Standards Act ("FLSA"), off-the-clock theory, regular rate, meal and rest
22 periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and
23 Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, I
24 submit that the result achieved in this litigation is fair, adequate, and reasonable.

25 29. Class Counsel is aware of the defenses and position of Defendants, but believe that
26 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
27 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
28 and the difficulties and delays inherent in such litigation, including those involved in class

1 certification and/or representative adjudication. Plaintiffs further recognize the burdens of proof
2 necessary to establish liability for the claims asserted in the lawsuits, Defendants' defenses, and
3 the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have
4 also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who
5 is experienced and well-regarded in complex labor and employment matters.

6 30. Defendants, on the other hand, denied and continue to deny any liability and
7 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that
8 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
9 than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both
10 sides have also had the opportunity to interview witnesses and review documents and information
11 relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendants, and
12 Defendants' operations and employment policies, practices, and procedures. The Parties also
13 reviewed and analyzed a volume of documents and data to determine the potential value and
14 strength of the claims. The available information enabled Class Counsel to assess and value the
15 class and PAGA claims and prepare violation, damages, and penalties analyses models.
16 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
17 informed of the nature and extent of the Class Members' claims, and to enable both sides to fully
18 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
19 account the strengths and weaknesses of each side's position and the uncertainty of how the cases
20 might have concluded at certification, trial, and/or appeals.

21 **ESTIMATE OF THE VALUE OF THE CLAIMS**

22 31. Plaintiffs' actions allege that Defendants have violated the California Labor Code
23 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
24 scheme of wage abuse against Plaintiffs and the putative class members, including *inter alia*,
25 failing to properly compensate overtime and minimum wages, failing to provide compliant meal
26 and rest periods and associated premium pay, failing to timely pay wages during employment,
27 failing to timely pay wages upon termination and associated waiting-time penalties, failing to
28 provide compliant wage statements, failing to maintain requisite payroll records, failing to pay

1 sick pay wages, and failing to reimburse necessary business expenses. Plaintiffs further contend
2 that Defendants' aforementioned conduct constitutes unfair business practices (under the
3 California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable
4 under PAGA.

5 32. Based on data provided by Defendants and extrapolated by Plaintiffs, the total
6 number of Class Members during the period from November 20, 2020 to March 31, 2026 was
7 estimated to be approximately 13,745 individuals who worked an estimated total of 350,000
8 Workweeks with an average hourly rate of pay of \$22.50.

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

28 34. Class Counsel considered Defendants' arguments, e.g., that the employer's

1 practices, policies, and procedures complied with the law, that Defendants paid putative class
2 members over the California minimum wage for all hours worked, that Defendants correctly paid
3 overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-
4 time penalties only arise from “willful” failure to pay wages due and owing at the time of
5 termination or resignation, that Plaintiffs and putative class members suffered no actual injury
6 from the alleged wage statement violations and that this alleged violation and the alleged
7 recordkeeping violation are entirely derivative of the other causes of action, and that a policy and
8 practice of reimbursing employees for necessary business-related expenses exists. Class Counsel
9 also considered the likelihood of Plaintiffs’ success in establishing that any of provisions of the
10 California Labor Code, on which the civil penalties under PAGA and the UCL claim are
11 predicated, were violated and that such violations were injurious and/or warranted imposition of
12 civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing
13 penalties under PAGA, and that it could be determined that individual liability issues predominate
14 (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which
15 could raise individualized questions of fact) and could pose challenges to certification,
16 manageability, and the merits of Plaintiffs’ claims.

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

disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$23,625,000.00 (350,000 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$33.75, which is based on the average hourly rate of \$22.50). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$8,268,750.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$2,480,625.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$496,125.00).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$7,875,000.00 (350,000 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$22.50). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,756,250.00, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$826,875.00), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$124,031.25).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$15,750,000.00 (350,000 workweeks x 2 meal period premium x average hourly rate of \$22.50). At this juncture, a discount

of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$5,512,500.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,378,125.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$275,625.00).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$7,875,000.00 (350,000 workweeks x 1 rest period premiums x average hourly rate of \$22.50). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,756,250.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$689,062.50), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$103,359.38).

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

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately 10,184 Class Members had been terminated during the three-year statute of limitations (i.e., from September 16, 2022). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$54,993,600.00 collectively (10,184 individuals x [30 days x hourly rate of \$22.50 x 8 hours]), or approximately \$1,366.00 per individual. At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class

certification (bringing the value of this claim closer to \$16,498,080.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$4,949,424.00), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$101,745.45).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$11,305,050.00 ([10,123 initial violations x \$50 statutory penalty] + [107,989 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$3,391,515.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,017,454.50), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$101,745.45).

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

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$1,400,000.00 (350,000 workweeks x \$4.00 unreimbursed business expenses). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$420,000.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$126,000.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$25,200.00).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$15,184,500.00 (10,123 PAGA Members to have worked during one-year statutory period x \$1,500 civil penalties). At this juncture a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$4,555,350.00), and a discount of 90% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$455,535.00).

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

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

trial, and/or appeals.

38. I have reviewed the Court's Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith comply with the checklist.

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

Executed on this 16th day of September 2026, at Glendale, California.



Maria Halwadjian

EXHIBIT 1



September 16, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RO HEALTH, LLC; RO HEALTH, INC.; RO HEALTH HOLDINGS, LLC

Dear Representative:

We have been retained to represent Vianna Monarque Ralh against Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Ro Health”) for violations of California wage-and-hour laws. Ms. Ralh seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Ralh seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ro Health employed Ms. Ralh as an hourly-paid, non-exempt employee from approximately January 2025 to approximately May 2025, in the State of California.

The “aggrieved employees” that Ms. Ralh may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Ro Health has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Ro Health required Ms. Ralh and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Ralh and other aggrieved employees for this time. Such work included, but was not limited to, processing onboarding, generating work credentials, performing background checks, confirming employment information, responding to work-related communications, and completing other regular tasks/duties. Ro Health rounded the work time recorded by Ms. Ralh and other aggrieved employees in a manner that was not fair and neutral on

its face and/or that favored Ro Health over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Ralh and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Ralh and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ro Health required Ms. Ralh and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ro Health did not provide Ms. Ralh and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ro Health were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to

include the total hours worked by Ms. Ralh and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above and the failure to accurately list the employer.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Ralh and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Ralh and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Ralh and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Ralh and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Ro Health failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Ralh and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ro Health did not provide Ms. Ralh and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which

Ms. Ralh and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Ralh and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Ralh and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ro Health. These costs include, but are not limited to, , the use of personal phones for business-related purposes and the purchasing of tools, supplies, and/or equipment for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Ralh seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Elizabeth Parker-Fawley, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ro Health, LLC
c/o Incorp Services, Inc.
Agent for Service of Process
5716 Corsa Ave., Suite 110
Westlake Village, CA 91362

Ro Health Holdings, LLC
c/o Incorp Services, Inc.
Agent for Service of Process
5716 Corsa Ave., Suite 100
Westlake Vilalge, CA 91362

Ro Health, Inc.
1900 W. Nickerson St., Suite 200
Seattle, WA 98119

EXHIBIT 2



January 8, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RO HEALTH INC; RO HEALTH, LLC

Dear Representative:

We have been retained to represent Leslie Chasco-Ortega against Ro Health Inc and Ro Health, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Ro Health”) for violations of California wage-and-hour laws. Ms. Chasco-Ortega seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Chasco-Ortega seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ro Health employed Ms. Chasco-Ortega as an hourly-paid, non-exempt employee from approximately March 2025 to approximately October 2025, in the State of California.

The “aggrieved employees” that Ms. Chasco-Ortega may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Ro Health has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Ro Health required Ms. Chasco-Ortega and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Chasco-Ortega and other aggrieved employees for this time. Such work included, but was not limited to, responding to work related communications, retrieving instructional materials, and performing other regular tasks and duties as assigned. Ro Health rounded the work time recorded by Ms. Chasco-Ortega and other aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Ro Health over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Chasco-Ortega and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Chasco-Ortega and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ro Health required Ms. Chasco-Ortega and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Ro Health failed to pay Ms. Chasco-Ortega and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ro Health failed to pay Ms. Chasco-Ortega and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ro Health did not provide Ms. Chasco-Ortega and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ro Health were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Chasco-Ortega and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Chasco-Ortega and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Chasco-Ortega and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Chasco-Ortega and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Chasco-Ortega and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Ro Health failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Chasco-Ortega and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ro Health did not provide Ms. Chasco-Ortega and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ro Health failed to pay Ms. Chasco-Ortega and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Chasco-Ortega and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ro Health failed to pay Ms. Chasco-Ortega and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Chasco-Ortega and the other aggrieved employees were

required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Chasco-Ortega and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ro Health. These costs include, but are not limited to, the use of personal phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Chasco-Ortega seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ro Health, LLC
c/o Incorp Services, Inc.
5716 Corsa Ave, Suite 110
Westlake Village, CA 91362

Ro Health Inc
1900 W. Nickerson St., #200
Seattle, WA 98119

EXHIBIT 3



April 13, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RO HEALTH, LLC; RO HEALTH, INC.; RO HEALTH HOLDINGS, LLC

Dear Representative:

We have been retained to represent Vianna Monarque Ralh against Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Ro Health”) for violations of California wage-and-hour laws. Ms. Ralh seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code

Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Ralh seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ro Health employed Ms. Ralh as an hourly-paid, non-exempt employee from approximately January 2025 to approximately May 2025, in the State of California. The “aggrieved employees” that Ms. Ralh may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California during the period November 20, 2024 to the present.

Based on the following facts and theories, Ro Health has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 233, 245, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001, 5-2001, and 7-2001.

Ro Health required Ms. Ralh and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Ralh and other aggrieved employees for this time. Such work included, but was not limited to, processing onboarding, generating work credentials, performing background checks, confirming employment information, responding to work-related communications, retrieving instructional materials, undergoing mandatory security procedures, submitting to mandatory temperature checks and symptom questionnaires for COVID-19 screening, and completing other regular tasks/duties. Ro Health rounded the work time recorded

by Ms. Ralh and other aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Ro Health over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Ralh and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Ralh and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ro Health required Ms. Ralh and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, inter alia, short, late, interrupted, and missed meal and rest periods. Additionally, Ro Health's policy restricted Ms. Ralh and other aggrieved employees from leaving the work premises during their rest periods, preventing them from taking unconstrained, off-duty rest breaks as required under California law and the applicable IWC Wage Order.

State law requires that overtime wages and meal and rest period premiums be paid at one-and-one-half times the employee's "regular rate of pay." Ms. Ralh and other aggrieved employees were compensated at an hourly rate plus additional compensation, including per diems and non-discretionary incentive and bonus pay tied to specific elements of their performance. Ro Health's non-discretionary incentive program provided employees paid on an hourly basis with incentive compensation when they met performance goals set by Ro Health. As a matter of law, such non-discretionary incentive compensation and per diem payments must be included in the "regular rate of pay" for purposes of calculating overtime and meal and rest period premiums. Ro Health failed to include this additional compensation in the regular rate of pay when calculating overtime wages, meal period premiums, rest period premiums, sick pay, and vacation pay owed to Ms. Ralh and other aggrieved employees, resulting in the systematic underpayment of such compensation.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201, 202, 203, and 227.3, including earned and unpaid minimum, overtime, vacation, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 204 and 210, including earned and unpaid minimum, overtime, vacation, and premium wages as discussed above.

California Labor Code sections 245, et seq., require employers to provide paid sick leave. During the relevant time period, Ro Health did not provide Ms. Ralh and other aggrieved employees with all paid sick leave that was owed to them. Ro Health failed to provide sick leave at all or improperly calculated sick leave accrual and the sick leave rate of pay owed to Ms. Ralh and other aggrieved employees by failing to base the accrued sick leave hour on the actual hours worked and by failing to incorporate multiples rates of pay and/or all shift differentials/non-discretionary bonuses/non-discretionary performance pay into the sick leave pay rate calculation. Moreover, Ro Health failed to provide Ms. Ralh and other aggrieved employees with notice of the paid sick time available to them, as required under California Labor Code sections 245, et seq.

California Labor Code section 221 prohibits employers from making unlawful deductions from employees' wages. During the relevant time period, Ro Health unlawfully deducted from the wages of Ms. Ralh and other aggrieved employees by failing to pay for all hours worked, failing to provide premium wages for all meal and rest periods that were not provided, and failing to reimburse Ms. Ralh and other aggrieved employees for all necessary business expenses incurred.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ro Health did not provide Ms. Ralh and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ro Health were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Ralh and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, failure to keep time records showing when Ms. Ralh and other aggrieved employees began and ended each shift and meal period, and the failure to accurately list the employer.

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 7-2001, require employers to provide suitable seating to employees if the nature of their work reasonably permits sitting, or when they are not actively performing tasks that require standing. During the relevant time period, Ms. Ralh and other aggrieved employees performed tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require

them to stand. Defendants failed to provide Ms. Ralh and other aggrieved employees with suitable seating.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Ralh and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Ralh and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Ralh and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Ralh and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Ro Health failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Ralh and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ro Health did not provide Ms. Ralh and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which

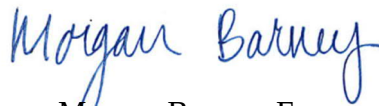
Ms. Ralh and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ro Health failed to pay Ms. Ralh and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Ralh and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Ralh and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ro Health. These costs include, but are not limited to, , the use of personal phones for business-related purposes and the purchasing of tools, supplies, and/or equipment for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Ralh seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Morgan Barney, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ro Health, LLC
Ro Health, Inc.
Ro Health Holdings, LLC
c/o Matthew J. Weber (Matthew.Weber@gtlaw.com)
Lindsay E. Hunter (Lindsay.Hutner@gtlaw.com)
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Attorneys
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EXHIBIT 4

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Vianna Monarque Ralh (“Ralh”) and Leslie Chasco-Ortega (“Chasco-Ortega”) (collectively, “Plaintiffs”) and defendants Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or any of them individually as “Party.”

1. DEFINITIONS.

1.1 “Action” or “Actions” means the lawsuits alleging wage and hour violations against Defendant captioned *Ralh v. Ro Health, LLC, et al.* - Sacramento County Court Case No. 25CV022017.

1.1.1 “Ralh/Chasco-Ortega PAGA Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Ralh and Chasco Ortega v. Ro Health, LLC, et al.* - Sacramento County Court Case No. 25CV028110.

1.1.2 Chasco-Ortega FLSA Collective Action means the lawsuit alleging wage and hour violations against Defendant captioned *Chasco Ortega v. Ro Health, LLC, et al.* - Riverside County Court Case No. CVRI2600323.

1.2 “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement after receiving bids from numerous companies.

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.

1.4 “PAGA Members” means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the PAGA Period.

1.5 “Class” means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the Class Period.

1.6 “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Stephanie Roseman of Lawyers for Justice, P.C.

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 actual litigation expenses, respectively, incurred to prosecute the Action (including the Ralh/Chasco-Ortega PAGA Action and the Chasco-Ortega FLSA Collective 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 Class Period Workweeks and PAGA Pay Periods.

1.9 “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 a PAGA Member).

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 with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Settlement Class Period” or “Class Period” means the period from November 20, 2020 to June 1, 2026.

1.13 “Class Representative” or “Class Representatives” means the named Plaintiffs in the operative complaint in the Actions seeking Court approval to serve as Class Representatives.

1.14 “Representative Enhancement Award” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action (including the Ralh/Chasco-Ortega PAGA Action and the Chasco-Ortega FLSA Collective Action).

1.15 “Court” means the Superior Court of California, County of Sacramento.

1.16 “Defendants” means named Defendants Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC.

1.17 “Defense Counsel” means Lindsay Hutner and Matthew Weber of Greenberg Traurig, LLP.

1.18 “Effective Date” means the later of (i) the 65th day after the entry of judgment granting final approval of the settlement, and (ii) the expiration of all applicable periods for filing any post-judgment motions or appeals (including motions for reconsideration, motions to vacate, motions for intervention, or notices of appeal), provided that no such motions or appeals are filed. If any such motions or appeals are filed, the Settlement shall become effective only after final resolution of all such proceedings, such that the judgment is no longer subject to further review or challenge.

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.

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

1.22 “Gross Settlement Amount” means Three Million Fifty-Five Thousand Dollars and Zero

Cents (\$3,055,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 5.1.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Representative Enhancement Award 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 PAGA Members' pro rata share of PAGA Members' share 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, subdivision (i).

1.27 "LWDA PAGA Payment" means the share of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (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, Representative Enhancement Award, 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 "Operative Complaint" means the most recently filed and current version complaint in the Action, including as amended as contemplated in Paragraphs 2.4 and 3.4.

1.31 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.32 "PAGA Period" means the period from August 21, 2023 to June 1, 2026.

1.33 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.34 "PAGA Notice" means Plaintiff Ralh's September 16, 2025 and April 13, 2026 letters to Defendants and the LWDA, and Plaintiff Chasco-Ortega's January 8, 2026 and April 13, 2026 letters to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members (\$105,000.00) and 65% to the LWDA (\$195,000.00) in settlement of PAGA claims.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 “Plaintiff” or “Plaintiffs” means Vianna Monarque Ralh (“Ralh”) and Leslie Chasco-Ortega (“Chasco-Ortega”), the named plaintiffs in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 3.3 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 3.4 below.

1.42 “Released Parties” means Defendants Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC, and all their respective present and former parent companies, subsidiaries, divisions, related entities, affiliates, officers, directors, shareholders, members, employees, attorneys, insurers, agents, predecessors, successors, and assigns.

1.43 “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.

1.44 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and PAGA Members 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, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1 On September 16, 2025, Ralh filed a class action against the Company (the “Action”).

2.2 On November 20, 2025, Ralh filed a PAGA action against the Company. On March 13, 2026, Ralh amended her PAGA Action to add Chasco-Ortega as a Plaintiff (the “Ralh/Chasco-Ortega PAGA Action”).

2.3 On January 18, 2026, Chasco-Ortega filed an FLSA collective action against the Company (the “Chasco-Ortega Collective Action”).

2.4 Plaintiffs agree to amend the complaint in the Action (25CV022017) by filing the First Amended Complaint attached hereto as Exhibit B, which adds all class claims and PAGA claims described in the Released Class Claims and PAGA Released Claims. Plaintiffs agree to file the amended complaint by June 24, 2026.

2.5 Once the Action is amended to include all class claims and PAGA claims described in the Released Class Claims and PAGA Released Claims, Plaintiffs agree to dismiss without prejudice the Ralh/Chasco-Ortega PAGA Action (25CV028110) and Chasco-Ortega Collective Action (CVRI2600323).

2.6 Defendants deny the allegations in the Action, Ralh/Chasco-Ortega PAGA Action, and Chasco-Ortega Collective Action, deny any failure to comply with the laws identified in any of the actions, and deny any and all liability for the causes of action alleged.

2.7 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.8 On March 31, 2026, the Parties participated in an all-day arms-length mediation presided over by an experienced, neutral, and well-regarded private mediator, Doug Leach. The Parties did not reach a settlement during the mediation. At the conclusion of the mediation, the mediator made a blind mediator's proposal.

2.9 On April 2, 2026, the mediator informed the Parties that all Parties had accepted the mediator's proposal.

2.10 Prior to negotiating the Settlement, Plaintiffs obtained, through informal discovery, sufficient information including, all of Defendant's time and pay data for all class and PAGA Members, Defendants' policies and employee handbooks related to the claims at issue in the actions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.11 The Court has not yet granted class certification of any claims in the Action.

2.12 The Parties, Class Counsel, and Defense Counsel represent they are aware of the following other pending actions asserting claims that will be extinguished or affected by the Settlement:

2.12.1 *Wilson v. Ro Health, LLC*, San Joaquin Court Case No. STK-CV-UOE-2024-0016340 (the "Wilson Action").

2.12.2 *Wong v. Ro Health, LLC*, Santa Clara Court Case No. 24CV452239 (the "Wong Action").

2.12.3 On March 11, 2026, Defendant filed a Notice of Related Cases identifying the Wilson and Wong Actions as potentially related to the Ralh and Chasco-Ortega Actions. Thus far, they have not been deemed related.

3. RELEASES OF CLAIMS.

Effective upon the date when Defendants, after Final Approval, fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and PAGA Members will release claims against all Released Parties as follows:

3.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to:

- (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; and
- (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices ("Plaintiffs' Release").

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

3.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code with respect to the scope of Plaintiffs' release as detailed above. Section 1542 of the Civil Code reads as follows:

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.

3.2 Release by Participating Class Members (Class Release): All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative complaint (as amended pursuant to Paragraphs 2.4 and 3.4), including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1 and the Federal Labor Standards Act ("FLSA"); (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198 and the FLSA; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at

separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 233, 246; (12) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210); and (13) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The Released Class Claims are those that accrued during the Settlement Class Period. Except as set forth in Section 3.3 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.

3.3 Release by PAGA Members (PAGA Release): All PAGA 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint (as amended pursuant to Paragraph 2.4 and 3.4) and PAGA Notice, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1; (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 218, 233, 246; (12) unlawful collecting/receiving employee wages in violation of Labor Code section 221; (13) failure to provide seating under Cal. Code Regs. Title 8, § 11070(14); (14) failure to pay accrued vacation in violation of Labor Code section 227.3; violations of Labor Code sections 221, 551, 552, 558, 2100 *et seq*, or the IWC Wage Orders 4, 5, and 7. The Released PAGA Claims are those that accrued during the PAGA Period. PAGA Members are not entitled to request exclusion from the Released PAGA Claims.

3.4 Plaintiffs' Amended Pleading. Plaintiffs agree to amend the complaint in the Action (25CV022017) by filing the First Amended Complaint attached hereto as Exhibit B, which adds all class claims and PAGA claims described in the Released Claims and PAGA Released Claims. Plaintiffs agree to file the amended complaint by June 24, 2026. Plaintiffs' filing of the First Amended Complaint (draft attached hereto as Exhibit B) is a material term of this Agreement.

4. **MONETARY TERMS.**

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 5.1.1 below, Defendants promise to pay Three Million Fifty-Five Thousand Dollars and Zero Cents (\$3,055,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

4.2.1 To Plaintiffs: Representative Enhancement Award to the Class Representatives of not more than Ten Thousand Dollars each (\$10,000.00) (for a total of \$20,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Representative Enhancement Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Representative Enhancement Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Representative Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Enhancement Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative Enhancement Award.

4.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be One Million Sixty-Nine Thousand Two Hundred and Fifty Dollars and Zero Cents (\$1,069,250.00), and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 Plaintiffs' 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$55,000.00 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 \$55,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4 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.

4.2.4.1 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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (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.

4.2.4.2 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 retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to be paid from the Gross Settlement Amount, with 65% (\$195,000.00) allocated to the LWDA PAGA Payment and 35% (\$105,000.00) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' share of PAGA Penalties (\$105,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Defendants estimate there are 13,700 Class Members who collectively worked a total of 350,000 Workweeks, and 10,500 PAGA Members who worked a total of 220,000 PAGA Pay Periods.

5.1.1 If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 385,000 workweeks), then Defendant shall have the option to either: (1) have the Gross Settlement Amount increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than 350,000 Workweeks, then the Gross Settlement Amount shall increase by 1%); or (2) have the end date of the Class Period become the date one day prior to the date on which the total number of workweeks exceeds 385,000 workweeks. Provided, however, that Defendant must notify Class Counsel of its election prior to the date that Class Counsel files the Motion for Preliminary Approval of the Settlement so that the Parties can advise the Court accordingly.

5.2 Class Data. Not later than 15 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.

5.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Representative Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Representative Enhancement Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5.4.1 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 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks 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 PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). If feasible and if qualifying for both checks, 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.

5.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 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.

5.4.3 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 Code of Civil Procedure section 384, subdivision (b).

5.4.4 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.

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 Plaintiffs' Responsibilities. Plaintiffs 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, subdivision (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 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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) 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 (Lab. Code, § 2699.3, subd. (a))), Operative Complaint

(Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall reference any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement (with Plaintiffs' counsel drafting the Motion and providing it to Defense counsel for review and approval); 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. Class Counsel's supporting declaration must attest to compliance with Sacramento Superior Court Local Rule 2.99.05 and review of the Court's settlement checklist.

6.3 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 ADMINISTRATION.

7.1 Selection of Administrator. After obtaining bids from numerous administrators, the Parties have jointly selected Simpluris, Inc. (who is qualified and provided the most cost-effective bid) to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. 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. 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 Employer Identification Number. 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, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing, the Administrator shall update Class Member addresses using the National Change of Address database. The face of each check issued to Class Members shall prominently state the void date, which shall be not less than 180 days after the date of mailing.

7.4.3 Not later than 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 15 days beyond the 60 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, Defendants 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 requiring them to exercise options under this Agreement not later than 14 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 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their 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 Paragraph 3.2 of this Agreement, regardless of 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 PAGA Members are deemed to release the claims identified in Paragraph 3.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 15 day 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 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 Representative Enhancement Award.

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 oral 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 15 day 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 Representative Enhancement Award, 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 5 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 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 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate 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 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of the total of all Class Members as set forth in the final Class Data provided by the Administrator, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval and shall not file without Defense Counsel's 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.

9.1 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 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 Representative Enhancement Award, 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.

9.3 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.

9.4 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 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.

9.5 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. To the extent there are any additional Administration Expenses reasonably incurred after remittitur, such costs will be deemed Administration Expenses and paid from the Gross Settlement pursuant to Section 4.2.3 above, but if the settlement is void or the additional cost is otherwise unable to be paid from the Gross Settlement, the Parties will pay the cost, splitting it 50-50. An appellate decision to vacate, reverse or modify the Court's award of the Representative Enhancement Award 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.

10. 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 file a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (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. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. In addition and continuing beyond the filing of the Motion for Preliminary Approval, Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media.

11.3 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.

11.4 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.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

11.6 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.

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

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

11.9 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.

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

11.11 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.

11.12 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.

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

survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 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 California Rules of Court rule. Not later than 60 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 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.

11.16 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.

11.17 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:

LAWYERS FOR JUSTICE
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Stephanie Roseman (SBN 364057)
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
aa@calljustice.com
joanna@calljustice.com
yasmin@calljustice.com
s.roseman@calljustice.com

To Defendant:

GREENBERG TRAURIG, LLP
Lindsay Hutner (SBN 238998)
101 Second Street, Suite 2200
San Francisco, California 94105

Telephone: 415.655.1300
Facsimile: 415.707.2010
Lindsay.Hutner@gtlaw.com

Matthew Weber (SBN 318097)
1840 Century Park East, Suite 1840
Los Angeles, California 90067
Telephone: 310.586.7700
Facsimile: 310.586.7800
Matthew.Weber@gtlaw.com

11.18 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.

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

Plaintiff Vianna Monarque Ralh

08/04/2026
Dated: _____, 2026

Electronically Signed 2026-08-04 22:06:24 UTC - 76.158.189.54
iNintex AssureSign® efd055ab-3b63-4111-8827-b49c0135b04c
Signature

Plaintiff Leslie Chasco-Ortega

08/05/2026
Dated: _____, 2026

Electronically Signed 2026-08-05 23:15:24 UTC - 172.116.171.97
iNintex AssureSign® 81d466ec8-ddc1-4682-ba1e-b49d0179834f
Signature

**Defendants Ro Health, LLC, Ro Health, Inc.,
and Ro Health Holdings, LLC**

Dated: _____, 2026

Signature

Name

Its: _____
Position

Telephone: 415.655.1300
Facsimile: 415.707.2010
Lindsay.Hutner@gtlaw.com

Matthew Weber (SBN 318097)
1840 Century Park East, Suite 1840
Los Angeles, California 90067
Telephone: 310.586.7700
Facsimile: 310.586.7800
Matthew.Weber@gtlaw.com

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Plaintiff Vianna Monarque Ralh

Dated: _____, 2026

Signature

Plaintiff Leslie Chasco-Ortega

Dated: _____, 2026

Signature

**Defendants Ro Health, LLC, Ro Health, Inc.,
and Ro Health Holdings, LLC**

Dated: 08/04/2026, 2026


Abigail Johnston (Aug 4, 2026 12:51:35 PDT)

Signature

Abigail Johnston

Name

Its: Chief Administrative Officer

Position

Approved as to form:

Counsel for Plaintiffs

Dated: August 5, 2026



Yasmin Hosseini

Counsel for Defendants

Dated: _____, 2026

Lindsay Hutner

Approved as to form:

Counsel for Plaintiffs

Dated: _____, 2026

Yasmin Hosseini

Counsel for Defendants

Dated: 08/04/2026
_____, 2026

Lindsay Hutner
Lindsay Hutner (Aug 4, 2026 12:59:02 PDT)

Lindsay Hutner

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

Ralh v. Ro Health, LLC, et al. – Sacramento County Court Case No. 25CV022017

***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 a class action lawsuit (“Action”) against Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (“Ro Health”) for alleged wage and hour violations. The Action was filed by former Ro Health employees Vianna Monarque Ralh and Leslie Chasco-Ortega (“Plaintiffs”) and seeks payment of (1) back wages and other relief for all current and former hourly-paid or non-exempt employees who worked for who worked for Ro Health during the Class Period (November 20, 2020 to June 1, 2026) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees who worked for Ro Health during the PAGA Period (August 21, 2023 to June 1, 2026) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Defendants’ 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 Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a

Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is [REDACTED]	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 [REDACTED]	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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Ro Health employees. The Action accuses Defendants of violating California labor laws by failing to pay wages, failing to provide meal/rest breaks or provide premiums, failing to timely pay all wages during employment and at termination, failing to provide compliant wage statements, failing to reimburse, failing to comply with record keeping obligations, failing to pay sick pay, unfair business practices, unlawfully collecting wages, failing to provide suitable seating, failing to pay vacation wages, and violating the Wage Orders. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Stephanie Roseman of Lawyers for Justice, P.C. ("Class Counsel").

Defendants strongly deny Plaintiffs' allegations, deny violating any laws, and deny failing to pay any wages. Defendants contend they complied with all applicable laws.

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

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating 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, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Gross Settlement Amount. Defendants will pay Three Million Fifty-Five Thousand Dollars (\$3,055,000.00) as the Gross Settlement Amount (Gross Settlement or GSA). Defendants have 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, Representative Enhancement Awards, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Effective Date. The Effective Date is the 65th day after Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,069,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees, and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to each Plaintiff as a Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class. A Representative Enhancement Award will be the only monies Plaintiffs will receive from the GSA other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$55,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$300,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

3. 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 Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants 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. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date, which is not less than 180 days after the date of mailing). 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 is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void, Defendants will not pay any money, and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (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.

9. Participating Class Members' Release. After the Judgment is final and Defendants have 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 Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative complaint (as amended pursuant to Paragraphs 2.4 and 3.4), including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1 and the Federal Labor Standards Act ("FLSA"); (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198 and the FLSA; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 233, 246; (12) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210); and (13) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The Released Class Claims are those that accrued during the Settlement Class Period. Except as set forth in Section 3.3 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.

10. PAGA Members' PAGA Release. PAGA Members are not entitled to request exclusion from the Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or its

related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members Release is as follows:

All PAGA 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint (as amended pursuant to Paragraph 2.4, 3.4) and PAGA Notice, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1; (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 218, 233, 246; (12) unlawful collecting/receiving employee wages in violation of Labor Code section 221; (13) failure to provide seating under Cal. Code Regs. Title 8, § 11070(14); (14) failure to pay accrued vacation in violation of Labor Code section 227.3; violations of Labor Code sections 221, 551, 552, 558, 2100 *et seq*, or the IWC Wage Orders 4, 5, and 7. The Released PAGA Claims are those that accrued during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$105,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or

fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ***Ralh v. Ro Health, LLC, et al. – Sacramento County Court Case No. 25CV022017***, 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 [REDACTED], or it will be invalid. Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are requesting as a Representative Enhancement 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 [REDACTED] or the Court's website <https://www.saccourt.ca.gov/> or <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

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 Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. 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 *Ralh v. Ro Health, LLC, et al.* – **Sacramento County Court Case No. 25CV022017** and include your name, current address, telephone number and approximate dates of employment for Ro Health and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, and regardless of whether you submitted a written objection, 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 [REDACTED] at [REDACTED] in Department 8A of the Sacramento Superior Court, located at Tani G. Cantil Sakauye Courthouse, 500 G Street Sacramento, CA 95814. 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, Plaintiffs 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 via the Department's Zoom link (which can be found at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>). 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 [REDACTED] 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 Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>). You can also make an appointment to personally review court documents in the Civil Records Unit in the Gordon D. Schaber Sacramento County Courthouse Room 102 or by calling (916) 874-7186.

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

Class Counsel:

Name of Attorney: Arby Aiwarzian Joanna Ghosh, Yasmin Hosseini, and Stephanie Roseman

Email Address: aa@calljustice.com / joanna@calljustice.com / yasmin@calljustice.com / s.roseman@calljustice.com

Name of Firm: Lawyers for Justice

Mailing Address: 450 North Brand Boulevard, Suite 900, Glendale, California 91203

Telephone: 818-265-1020

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.