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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TAMIKA R. THOMAS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,
a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 22CV024221

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: December 29, 2023

Time: 9:00 a.m.

Reservation ID: 628376307502

Judge: Hon. Evelio Grillo

Dept.: 21

1 This matter having come before the Honorable Judge Evelio Grillo of the Superior Court of the
2 State of California, in and for the County of Alameda, at 9:00 a.m. on December 29, 2023, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff TAMIKA R. THOMAS (“Plaintiff”), and Erin R. Ezra, Esq. and Walker
5 Macon, Esq. of Berger Kahn, A Law Corporation appearing for defendant CENTER FOR ELDER’S
6 INDEPENDENCE (hereinafter “Defendant”). The Court, having carefully considered the brief,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
12 copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Nine Hundred, Seventy Thousand Dollars and Zero Cents (\$970,000.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a payment for Attorneys' Fees in the amount of up-to one-third of the
6 Gross Settlement Amount, currently estimated at Three Hundred Twenty-Three Thousand, Three
7 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$323,333.33), an award of Attorneys' Expenses
8 not to exceed Twenty-Five Thousand Dollars (\$25,000), and proposed Service Award to the Class
9 Representative, Tamika Thomas, in an amount not to exceed Five Thousand Dollars (\$5,000). While
10 these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys'
11 Fees, Attorneys' Expenses, or Service Award until the Final Approval Hearing.

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

16 "All non-exempt employees who are or previously were employed by
17 Defendant and performed work in California during the period of December
18 7, 2019 to September 20, 2023 (the "Class Period")."

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

1 8. The Court provisionally appoints plaintiff TAMIKA THOMAS as the representative of
2 the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 A.P.C., and Shani Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Class
5 Members.

6 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
7 Class Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds
8 that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of
9 all material elements of the proposed Settlement, including right of any Class Member to be excluded
10 from the Class by submitting a written request for exclusion, and of each Class Member’s right and
11 opportunity to object to the Settlement. The Court further finds that the distribution of the notices
12 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
13 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
14 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
15 mail, pursuant to the terms set forth in the Agreement.

16 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. No later than
17 ten (10) business days after entry of this order, Defendant shall provide, to the Settlement Administrator
18 the Class Data, including information regarding Class Members that Defendant will in good faith
19 compile from its records, including each Class Class Member’s full name; last known address; Social
20 Security Number; start dates and end dates of employment. No later than twenty-one (21) calendar days
21 after preliminary approval of the Settlement, the Settlement Administrator shall mail the Class Notice
22 to all identified, potential Class Members via first class regular U.S. Mail using the most current mailing
23 address information available and electronic mail.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
25 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
26 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
27 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
28 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date

1 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
2 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
3 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
4 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
5 comment thereon. Class Members who have not requested exclusion shall be bound by all
6 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
7 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
8 individuals is not permitted and will be deemed invalid.

9 13. Any Class Member who has not opted out may appear at the final approval hearing and
10 may object or express the Class Member's views regarding the Settlement and may present evidence
11 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
12 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
13 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement
14 Administrator.

15 14. A final approval hearing shall be held before this Court on _____ at
16 _____ AM in Department 21 of the Alameda County Superior Court to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
18 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
19 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
20 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
21 to the Class; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Award, and the
22 Administration Costs. All papers in support of the motion for final approval and the motion for
23 Attorneys' Fees, Attorneys' Expenses and Service Award shall be filed with the Court and served on
24 all counsel no later than sixteen (16) court days before the hearing.

25 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
26 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
27 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
28 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth

1 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
2 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
3 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
4 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
5 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
6 liability, fault, wrongdoing, omission, concession or damage.

7 16. In the event the Settlement does not become effective in accordance with the terms of the
8 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
9 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
10 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
11 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
12 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
13 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

14 17. Pending final determination of whether the Settlement should be approved, Class
15 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
16 intervening in, instigating or in any way participating in the commencement or prosecution of any
17 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
18 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
19 request for exclusion pursuant to the Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
21 and all dates provided for in the Agreement without further notice to Class Members and retains
22 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

23
24 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TAMIKA R. THOMAS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDERS' INDEPENDENCE,
a California corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No.: 22CV024221

[Action Filed December 20, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff TAMIKA THOMAS (hereinafter “Plaintiff”), an individual,
3 on behalf of the Settlement Class, and in her representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant CENTER FOR ELDER’S
5 INDEPENDENCE (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Thomas v. Center*
8 *for Elders’ Independence*, Alameda County Superior Court, Case No. 22CV024221,
9 filed December 20, 2022.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator
11 from the Gross Settlement Amount for administering the Settlement pursuant to this
12 Agreement currently estimated not to exceed \$9,000.00.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously
14 were employed by Defendant and performed work in California during the period of
15 December 20, 2021 to September 20, 2023 (the “PAGA Period”).
- 16 D. “Aggrieved Employee Payment” means 25% of the PAGA Penalties allocated to the
17 Aggrieved Employees.
- 18 E. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
19 Class and PAGA Action and Release of Claims.
- 20 F. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
21 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 22 G. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
23 Class Counsel for the services they have rendered to Plaintiff and the Settlement
24 Class in the Action, not to exceed one-third of the Gross Settlement Amount,
25 currently estimated to be \$323,333.33 out of \$970,000.00. Attorneys’ Fees will be

divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 7, 2019 to September 20, 2023 (the “Class Period”).

I. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

J. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment.

K. “Class Period” means the period beginning December 7, 2019 to September 20, 2023.

L. “Class Representative” shall mean plaintiff Tamika Thomas.

M. “Court” means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

N. “Defendant” shall mean Center for Elders’ Independence, Inc., including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

O. “Effective Date” means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal

is taken from the Court’s overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

P. “Funding Date” shall be sixty (60) calendar days after the Effective date and is the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement.

Q. “Gross Settlement Amount” means Nine Hundred, Seventy Thousand Dollars and Zero Cents (\$970,000.00) that Defendant must pay into the Qualified Settlement Fund (QSF) in connection with this Settlement, inclusive of the sum of Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, Service Award, and the PAGA Penalties and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

R. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

S. “LWDA Payment” means 75% of the PAGA Penalties allocated to the Labor and Workforce Development Agency.

T. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees, Attorneys’ Expenses, Service Award, PAGA Penalties, and Administration Costs.

U. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

V. “Operative Complaint” shall mean the Second Amended Complaint filed on March 27, 2023.

- 1 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
4 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
5 Aggrieved Employees during the PAGA Period.
- 6 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
7 Employee Payment, as defined herein, means the number of pay periods of
8 employment during the PAGA Period that each Aggrieved Employee worked in
9 California.
- 10 Z. "PAGA Period" means the period beginning December 20, 2021 to September 20,
11 2023.
- 12 AA. "PAGA Penalties" shall mean Forty-Eight Thousand and Five Hundred Dollars
13 (\$48,500.00) to be allocated from the Gross Settlement Amount, with 25% of the
14 payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and
15 75% of the payment going to the Labor and Workforce Development Agency
16 ("LWDA Payment"). The amount of the PAGA Penalties is subject to Court approval
17 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross
18 Settlement Amount to increase the PAGA Penalties will not constitute grounds by
19 either party to void this Agreement, so long as the Gross Settlement Amount remains
20 the same.
- 21 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
22 Plaintiff or Defendant, individually.
- 23 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided
24 by the sum total Workweeks for all Class Members.
- 25 DD. "Plaintiff" shall mean Tamika Thomas.

- 1 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
4 been alleged based on the facts alleged in the Operative Complaint in the Action
5 which occurred during the Class Period, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance,
7 disability, social security, workers' compensation, and class claims outside of the
8 Class Period.
- 9 GG. "Released PAGA Claims" means all PAGA claims alleged in the Operative
10 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
11 during the PAGA Period, and expressly excluding all other claims, including claims
12 for vested benefits, wrongful termination, unemployment insurance, disability, social
13 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 14 HH. "Released Parties" shall mean Defendant.
- 15 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
16 Administrator mails Notice Packets to Class Members and the last date on which
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 JJ. "Service Award" means an award in the amount of \$5,000 or in an amount that the
19 Court otherwise orders to be paid to the Class Representative, in addition to her
20 Individual Settlement Payment and her individual Aggrieved Employee Payment, in
21 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 22 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 LL. "Settlement Administrator" means Apex Class Action Settlement Administration, 18
24 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-
25 3536. The Settlement Administrator establishes, designates and maintains, as a QSF
26 under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-

1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an interest-bearing account(s) segregated from the assets of Defendant and any person related to Defendant. *Any accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. Interest paid to Settlement Class Members will not increase the Gross Settlement Amount or otherwise burden Defendant in any way.*

MM. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

NN. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.

II. RECITALS

A. On December 20, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On December 20, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);

- 1 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
2 *et seq.*);
- 3 8. Failure to Reimburse for Required Expenses (Labor Code § 2802);
- 4 C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional
5 claims for:
- 6 1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et*
7 *seq.*);
- 8 2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et*
9 *seq.*);
- 10 3. Failure to Engage in a Timely, Good Faith, Interactive Process (California
11 Govt. Code §§ 12940, *et seq.*);
- 12 4. Work Environment Harassment (Hostile Work Environment);
- 13 5. Retaliation (California Govt. Code §§ 12940, *et seq.*);
- 14 6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§
15 12940, *et seq.*).
- 16 D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim
17 of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) and
18 amending the alleged Class Period to December 7, 2019 to present.
- 19 E. The Class Representative believes she has claims based on alleged violations of the
20 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
21 that class certification is appropriate because the prerequisites for class certification
22 can be satisfied in the Action, and this action is manageable as a PAGA representative
23 action.
- 24 F. Defendant denies any liability or wrongdoing of any kind associated with the claims
25 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
26 Representative are owed, and further contends that, for any purpose other than

1 settlement, the Action is not appropriate for class or representative action treatment.
2 Defendant contends, among other things, that at all times it complied with the
3 California Labor Code and the Industrial Welfare Commission Wage Orders.

4 G. The Class Representative is represented by Class Counsel. Class Counsel investigated
5 the facts relevant to the Action, including conducting an independent investigation as
6 to the allegations, reviewing documents and information exchanged through informal
7 discovery, and reviewing documents and information provided by Defendant
8 pursuant to informal requests for information to prepare for mediation. Defendant
9 produced for the purpose of settlement negotiations certain employment data
10 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
11 the assistance of an expert. Based on their own independent investigation and
12 evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair,
13 reasonable, and adequate, and is in the best interest of the Settlement Class
14 considering all known facts and circumstances, including the risks of significant
15 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
16 numerous potential appellate issues. Although it denies any liability, Defendant
17 agrees to this Settlement solely to avoid the inconveniences and cost of further
18 litigation. The Parties and their counsel have agreed to settle the claims on the terms
19 set forth in this Agreement.

20 H. On September 20, 2023, the Parties participated in mediation presided over by
21 Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage
22 and hour class and PAGA actions. The mediation concluded with a settlement, which
23 was subsequently memorialized in the form of a Memorandum of Understanding.

24 I. This Agreement replaces and supersedes the Memorandum of Understanding and any
25 other agreements, understandings, or representations between the Parties. This
26 Agreement represents a compromise and settlement of highly disputed claims.

Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

K. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Nine Hundred, Seventy Thousand Dollars (\$970,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of

1 employer payroll taxes and as provided in Section III.A.2 below, Defendant
2 shall not be required to pay more than the Gross Settlement Amount.

3 2. Class Size. Defendant represents that the Settlement Class was comprised of
4 475 Class Members who collectively worked approximately 48,530
5 workweeks ("Projected Workweeks") during the Class Period. One week
6 prior to the filing of the motion for Preliminary Approval, the Settlement
7 Administrator will provide Class Counsel with a declaration under penalty of
8 perjury confirming the number of applicable Class Members and workweeks
9 they worked during the Class Period. No later than thirty (30) days after
10 execution of this Settlement Agreement, Defendant will provide the
11 Settlement Administrator with the Class Data in order to ensure the Settlement
12 Administrator has sufficient time to prepare the foregoing declaration prior to
13 the filing of the motion for Preliminary Approval. If the Projected Workweeks
14 increase by more than 10% of the estimated stated herein, the Gross
15 Settlement Amount shall increase proportionally for the number of
16 workweeks over 110% of the 48,530 Projected Workweeks (53,383). For
17 example, if the total workweeks in the Class Period are 115% of 48,530, the
18 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has
19 the option of shortening the class period end date to where total workweeks
20 do not exceed 48,530. Defendant will provide a declaration under penalty of
21 perjury confirming the number of applicable Class Members, Aggrieved
22 Employees, PAGA Pay Periods, and workweeks they worked during the
23 applicable Class Period three business days prior to Plaintiff's deadline to file
24 her motion for preliminary approval of the settlement.

25 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
26 into the QSF, through the Settlement Administrator by the Funding Date. Any

1 interest accrued will be added to the NSA and distributed to the Settlement
2 Class Members except that if final approval is reversed on appeal, then
3 Defendant is entitled to prompt return of the principal and all interest accrued.

4 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
5 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
6 together with the Gross Settlement Amount on the Funding Date.

7 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
9 release the Released Parties from the Released Class Claims for the Class Period.

10 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
11 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
12 California release the Released Parties from the Released PAGA Claims for the PAGA
13 Period. As a result of this release, the Aggrieved Employees shall be precluded from
14 bringing claims against Defendant for the Released PAGA Claims.

15 D. Conditions Precedent: This Settlement will become final and effective only upon the
16 occurrence of all of the following events:

- 17 1. The Court enters an order granting preliminary approval of the Settlement;
- 18 2. The Court enters an order granting final approval of the Settlement and a Final
19 Judgment;
- 20 3. If an objector appears at the final approval hearing, the time for appeal of the
21 Final Judgment and Order Granting Final Approval of Class Action
22 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
23 any appeal from the Judgment and Order Granting Final Approval of Class
24 Action Settlement; and
- 25 4. Defendant fully funds the Gross Settlement Amount.

1 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
2 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
3 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
4 from obtaining a complete resolution of the Released Class Claims, or if Defendant
5 fails to fully fund the Gross Settlement Amount:

- 6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural;
- 10 2. The conditional class certification (obtained for any purpose) shall be void *ab*
11 *initio* and of no force or effect, and shall not be admissible in any judicial,
12 administrative or arbitral proceeding for any purpose or with respect to any
13 issue, substantive or procedural;
- 14 3. None of the Parties to this Settlement will be deemed to have waived any
15 claims, objections, defenses, or arguments in the Action, including with
16 respect to the issue of class certification; and
- 17 4. If nullification is caused by the fault of one Party and not the other, the
18 responsible Party shall bear the sole responsibility for any cost to issue or
19 reissue any curative notice to the Settlement Class Members and all Settlement
20 Administration Costs incurred to the date of nullification.

21 F. Certification of the Settlement Class. The Parties stipulate to conditional class
22 certification of the Class for the Class Period for purposes of settlement only. In the
23 event that this Settlement is not approved by the Court, fails to become effective, or is
24 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
25 Defendant from obtaining a complete resolution of the Released Class Claims, the
26 conditional class certification (obtained for any purpose) shall be void *ab initio* and of

no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed

any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties'

counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**, including Spanish translation. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of

1 their Individual Settlement Payment if they do not request to be
2 excluded from the Settlement and each Aggrieved Employees' share
3 of the Aggrieved Employment Payment, if any. The Settlement
4 Administrator shall use the Class Data to determine Class Members'
5 Workweeks and PAGA Workweeks. The Notice will also advise the
6 Aggrieved Employees that they will release the Released PAGA
7 Claims and will receive their share of the Aggrieved Employee
8 Payment regardless of whether they request to be excluded from the
9 Settlement.

10 b) The Notice Packet's mailing envelope shall include the following
11 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
12 ENTITLED TO PARTICIPATE IN A CLASS ACTION
13 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
14 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
15 NOTICE."

16 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
17 Settlement Administrator will perform a search based on the National Change
18 of Address Database to update and correct any known or identifiable address
19 changes. No later than twenty-one (21) calendar days after preliminary
20 approval of the Settlement, the Settlement Administrator shall mail copies of
21 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
22 electronic mail. The Settlement Administrator shall exercise its best judgment
23 to determine the current mailing address for each Class Member. The address
24 identified by the Settlement Administrator as the current mailing address shall
25 be presumed to be the best mailing address for each Class Member.

1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if the Settlement Administrator identifies
8 another mailing address. In addition, if any Notice Packets, which are
9 addressed to Class Members who are currently employed by Defendant, are
10 returned to the Settlement Administrator as non-delivered and no forwarding
11 address is provided, the Settlement Administrator shall notify Defendant.
12 Defendant will request that the currently employed Class Member provide a
13 corrected address and transmit to the Administrator any corrected address
14 provided by the Class Member. Class Members who received a re-mailed
15 Notice Packet shall have their Response Deadline extended fifteen (15) days
16 from the original Response Deadline.

17 5. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendant's records regarding
19 the start and end dates of employment, to provide documentation and/or an
20 explanation to show contrary dates. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an
22 adjustment is warranted. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payments under
24 the terms of this Agreement. The Settlement Administrator's determination
25 of the eligibility for and amount of any Individual Settlement Payment shall
26 be binding upon the Class Member and the Parties.

1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Settlement Administrator concerning the administration of the
3 Settlement will be resolved by the Court under the laws of the State of
4 California. Before any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of
6 involving the Court.

7 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a written request for exclusion to the Settlement
10 Administrator by the Response Deadline. The written request for exclusion
11 must state that the Class Member wishes to exclude himself or herself from
12 the Settlement and (1) must contain the name, address, and the last four digits
13 of the Social Security number of the person requesting exclusion; (2) must be
14 signed by the Class Member; (3) must be postmarked or fax stamped by the
15 Response Deadline and returned to the Settlement Administrator at the
16 specified address or fax telephone number; and (4) contain a typewritten or
17 handwritten notice stating in substance that he or she wishes to be excluded
18 from the settlement of the class action lawsuit entitled *Thomas v. Center for*
19 *Elders' Independence*, currently pending in Superior Court of Alameda, Case
20 No. 22CV024221. The request for exclusion will not be valid if it is not timely
21 submitted, if it is not signed by the Class Member, or if it does not contain the
22 name and address and last four digits of the Social Security number of the
23 Class Member. The date of the postmark on the mailing envelope or fax stamp
24 on the request for exclusion shall be the exclusive means used to determine
25 whether the request for exclusion was timely submitted. Any Class Member
26 who submits a timely request for exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and
2 will not be otherwise bound by the terms of the Settlement or have any right
3 to object, appeal or comment thereon. However, any Class Member that
4 submits a timely request for exclusion that is also a member of the Aggrieved
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as
6 specified below, and in consideration, will be bound by the Release by the
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail
8 to submit a valid and timely request for exclusion on or before the Response
9 Deadline shall be bound by all terms of the Settlement and any final judgment
10 entered in this Action if the Settlement is approved by the Court. No later than
11 twenty-one (21) calendar days after the Response Deadline, the Settlement
12 Administrator shall provide counsel for the Parties with a final list of the Class
13 Members who have timely submitted timely requests for exclusion. At no time
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage
15 members of the Class to submit requests for exclusion from the Settlement.

- 16 8. Objections. The Notice of Class Action Settlement contained in the Notice
17 Packet shall state that Class Members who wish to object to the Settlement
18 may submit to the Settlement Administrator a written statement of objection
19 (“Notice of Objection”) by the Response Deadline. The postmark date of
20 mailing shall be deemed the exclusive means for determining that a Notice of
21 Objection was served timely. The Notice of Objection, if in writing, must be
22 signed by the Settlement Class Member and state: (1) the case name and
23 number; (2) the name of the Settlement Class Member; (3) the address of the
24 Settlement Class Member; (4) the last four digits of the Settlement Class
25 Member’s Social Security number; (5) the basis for the objection; and (6) if
26 the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Class Members who fail to make
2 objections in writing in the manner specified above may still make their
3 objections orally at the Final Approval/Settlement Fairness Hearing with the
4 Court's permission. Settlement Class Members will have a right to appear at
5 the Final Approval/Settlement Fairness Hearing to have their objections heard
6 by the Court regardless of whether they submitted a written objection. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Penalties.

12 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated
13 as follows:

14 1. Calculation of Individual Settlement Payments. Individual Settlement
15 Payments shall be paid from the Net Settlement Amount and shall be paid
16 pursuant to the formula set forth herein. Using the Class Data, the Settlement
17 Administrator shall add up the total number of Workweeks for all Class
18 Members. The respective Workweeks for each Class Member will be divided
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio
20 for each Class Member. Each Class Member's Payment Ratio will then be
21 multiplied by the Net Settlement Amount to calculate each Class Member's
22 estimated Individual Settlement Payments. Each Individual Settlement
23 Payment will be reduced by any legally mandated employee tax withholdings
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
25 Members who submit valid and timely requests for exclusion will be
26 redistributed to Settlement Class Members who do not submit valid and timely

requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
4 Parties' intention that this Settlement Agreement will not affect any rights,
5 contributions, or amounts to which any Class Members may be entitled under
6 any benefit plans.

7 6. All monies received by Settlement Class Members under the Settlement which
8 are attributable to wages shall constitute income to such Settlement Class
9 Members solely in the year in which such monies are actually received by the
10 Settlement Class Members. It is the intent of the Parties that Individual
11 Settlement Payments and individual shares of the PAGA Penalties provided for
12 in this Settlement agreement are the sole payments to be made by Defendant to
13 Settlement Class Members and/or Aggrieved Employees in connection with this
14 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
15 Class Members and/or Aggrieved Employees are not entitled to any new or
16 additional compensation or benefits as a result of having received the Individual
17 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
20 and/or Aggrieved Employees' last known mailing address no later than thirty
21 (30) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employees does not cash his or her settlement check within 90
26 days, the Settlement Administrator will send a letter to such persons, advising

1 that the check will expire after the 180th day, and invite that Settlement Class
2 Member and/or Aggrieved Employees to request reissuance in the event the
3 check was destroyed, lost or misplaced. In the event an Individual Settlement
4 Payment and/or Aggrieved Employees' individual share of the PAGA
5 Penalties check has not been cashed within one hundred and eighty (180) days,
6 all funds represented by such uncashed checks, plus any interest accrued
7 thereon, shall be paid to the Community Law Project pursuant to California
8 Code of Civil Procedure section 386.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a
10 Settlement Class Member and her individual share of the Aggrieved
11 Employee Payment, Plaintiff will apply to the Court for an award of not more
12 than \$5,000.00, as the Service Award. Defendant will not oppose a Service
13 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator
14 shall pay the Service Award, either in the amount stated herein if approved by
15 the Court or some other amount as approved by the Court, to Plaintiff from
16 the Gross Settlement Amount no later than thirty (30) days after the Funding
17 Date. Any portion of the requested Service Award that is not awarded to the
18 Class Representative shall be part of the Net Settlement Amount and shall be
19 distributed to Settlement Class Members as provided in this Agreement. The
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
21 for her Service Award. Plaintiff shall be solely and legally responsible to pay
22 any and all applicable taxes on her Service Award and shall hold harmless the
23 Released Parties from any claim or liability for taxes, penalties, or interest
24 arising as a result of the Service Award. Approval of this Settlement shall not
25 be conditioned on Court approval of the requested amount of the Service
26 Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain
2 binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
4 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
5 the Gross Settlement Amount currently estimated to be \$323,333.33 *and*
6 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
7 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and
8 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
9 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
10 not awarded to Class Counsel shall be part of the Net Settlement Amount and
11 shall be distributed to Settlement Class Members as provided in this
12 Agreement. The Settlement Administrator shall allocate and pay the
13 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
14 than thirty (30) days after the Funding Date. Class Counsel shall be solely
15 and legally responsible to pay all applicable taxes on the payment made
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
17 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
18 paragraph. In the event that the Court reduces or does not approve the
19 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right
20 to revoke the Settlement, or to appeal such order, and the Settlement will
21 remain binding.

22 11. PAGA Penalties. Forty-Eight Thousand Five Hundred Dollars (\$48,500.00)
23 shall be allocated from the Gross Settlement Amount for settlement of claims
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA
25 Penalties"). The Settlement Administrator shall pay the LWDA Payment,
26 comprised of seventy-five percent (75%) of the PAGA Penalties (\$36,375.00),

1 to the California Labor and Workforce Development Agency no later than
2 thirty (30) days after the Effective Date. The Aggrieved Employee Payment,
3 comprised of twenty-five percent (25%) of the PAGA Penalties (\$12,125.00),
4 will be distributed to the Aggrieved Employees as described in this
5 Agreement. For purposes of distributing the Aggrieved Employee Payment,
6 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
7 Employee Payment using the PAGA Payment Ratio as defined above.

8 12. Administration Costs. The Settlement Administrator shall be paid for the
9 costs of administration of the Settlement from the Gross Settlement Amount.
10 The estimate of the Administration Costs is \$9,000.00. The Settlement
11 Administrator shall be paid the Administration Costs no later than thirty (30)
12 days after the Effective Date.

13 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
14 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
15 twenty-eight (28) days following the expiration of the Response Deadline, which
16 motion shall request final approval of the Settlement and a determination of the
17 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
18 Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide
19 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
20 Motion to give Defendant an opportunity to propose changes or additions to the
21 Motion.

22 1. Declaration by Settlement Administrator. No later than seven (7) days after
23 the Response Deadline, the Settlement Administrator shall submit a
24 declaration in support of Plaintiff's motion for final approval of this
25 Settlement detailing the number of Notice Packets mailed and re-mailed to
26 Class Members, the number of undeliverable Notice Packets, the number of

timely requests for exclusion, the full names of those Class Members who requested exclusion from the Settlement, the number of objections received, the amount of the average, highest, and lowest Individual Settlement Payments, the amount of the average, highest, and lowest Aggrieved Employee Payments, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.

6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate
8 this Agreement and to take all appropriate Action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The persons signing
11 this Agreement on behalf of Defendant represents and warrants that he/she is
12 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
13 warrants that she is authorized to sign this Agreement and that she has not assigned
14 any claim, or part of a claim, covered by this Settlement to a third-party.

15 T. No Public Comment: The Parties and their counsel agree that they will not issue any
16 press releases, initiate any contact with the press, respond to any press inquiry, or have
17 any communication with the press about the fact, amount or terms of the Settlement
18 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
19 of its terms for any marketing or promotional purposes. Nothing herein will restrict
20 Class Counsel from including publicly available information regarding this settlement
21 in future judicial submissions regarding Class Counsel's qualifications and experience.
22 Further, Class Counsel will not include, reference, or use the Settlement Agreement
23 for any marketing or promotional purposes, either before or after the Motion for
24 Preliminary Approval is filed.

25 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties, as previously defined.

- 1 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 W. Counterparts. This Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them shall be deemed to be one and the same
5 instrument provided that counsel for the Parties to this Agreement shall exchange
6 among themselves copies or originals of the signed counterparts.
- 7 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
8 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant
10 factors, present and potential.
- 11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation, and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
- 17 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
18 the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this
20 Agreement valid and enforceable.
- 21 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this settlement only.
- 23 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
24 Released Class Claims have merit and give rise to liability on the part of Defendant.
25 Defendant claims that the Released Class Claims have no merit and do not give rise to
26 liability. This Agreement is a compromise of disputed claims. Nothing contained in

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.

6 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

7
8 DATED: Nov 30, 2023


Tamika Thomas (Nov 30, 2023 10:58 PST)

9 Tamika Thomas

10
11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

12
13 DATED: 12/4/2023



CENTER FOR ELDER'S INDEPENDENCE

Robert F Scott

Printed Name

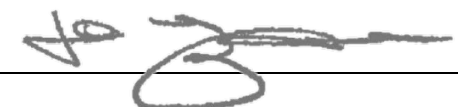
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18 IT IS SO AGREED AS TO FORM BY COUNSEL:

19
20 DATED: December 1, 2023

JCL LAW FIRM, A.P.C.

21 By: 

22
23 Attorneys for Plaintiff and the Settlement Class
24 Members

25
26 DATED: December 1, 2023

ZAKAY LAW GROUP, APLC

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By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: December 1, 2023

BERGER KAHN, A LAW CORPORATION

By:  _____

Erin R. Ezra, Esq.

Walker Macon, Esq.

Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against CEI as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the "Court") has been reached between Plaintiff Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the “Action”). Plaintiff’s second amended complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely, good faith, interactive process in violation of California Govt. Code §§ 12940, *et seq.*; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, *et seq.*; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, *et seq.* For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

CEI denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. CEI contends, among other things, that at all times it complied with California law, including but not limited to the California Labor Code and the Industrial Welfare Commission Wage Orders.

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on MONTH XX, 202X. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, CEI will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$36,375.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

If the Court approves the Settlement, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything

contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CEI for the claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

CEI's records reflect that you have <<____>> Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

CEI's records reflect that you have <<____>> pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action Settlement Administration.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://www.apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by

appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

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Counsel for CEI:

Erin R. Ezra, Esq.

Walker Macon, Esq.

Berger Kahn, A Law Corporation

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Tel.: (949) 614-0100

Fax: (949) 771-1922

E-Mail: eezra@bergerkahn.com

E-Mail : wmacon@bergerkahn.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. The Court may reschedule this hearing without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Thomas v. Center for Elders' Independence, currently pending in Alameda County Superior Court Case No. 22CV024221***, Settlement Administrator, c/o Apex Class Action Settlement Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.