

1 DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
2 CHRISTOPHER PETERSEN (SBN 260631)  
3 HAIG HOGDANIAN (SBN 334699)  
4 JUSTICE LAW CORPORATION  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
5 Telephone: (818) 230-7502  
6 Facsimile: (818) 230-7259

**FILED** MAY 13 2026  
MERCED SUPERIOR COURT  
By:   
Deputy

7 *Attorneys for Plaintiff*

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF MERCED**

11 RENEE HANEY, individually, and on behalf of  
12 other members of the general public similarly  
situated;

13 **Plaintiff,**

14 **v.**

15  
16 PACIFIC COAST SERVICES, INC. dba  
PACIFIC HOMECARE SERVICES INC., a  
17 California corporation; PACIFIC IN HOME  
SERVICES, LLC, a California limited liability  
18 company; and DOES 1 through 100, inclusive;

19 **Defendants.**

Case No.: 26CV-00661

Assigned for All Purposes to:  
Honorable Stephanie Jamieson  
Courtroom 8

**CLASS ACTION**

**] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF  
CLASS NOTICE, SETTING OF FINAL  
APPROVAL HEARING DATE**

Hearing Date: May 13, 2026  
Hearing Time: 8:15 a.m.  
Hearing Place: Courtroom 8

Complaint Filed: January 23, 2026  
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
3 the Honorable Stephanie Jamieson presiding, on May 13, 2026 at 8:15 a.m. Having considered  
4 papers submitted in support of the Motion, the Court **ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the settlement based upon the  
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”  
7 “Settlement,” or “Agreement”). The Settlement Agreement is entered between Plaintiff Renee  
8 Haney (“Plaintiff”) and Defendants Pacific Coast Services, Inc. dba Pacific Homecare Services,  
9 Inc. and Pacific In Home Services, LLC (“Defendant”). Attached hereto as **Exhibit 1** is a true and  
10 correct copy of the Settlement Agreement. Capitalized terms shall have the definitions set forth in  
11 the Settlement Agreement.

12 2. The following Class is conditionally certified for purposes of settlement  
13 only: all current and former hourly-paid or non-exempt employees of Defendant within the State of  
14 California at any time during the period from period from January 23, 2022, through February 7,  
15 2026 (“Class,” “Class Members,” and “Class Period”).

16 3. The settlement embodied in the Settlement Agreement appears to be fair,  
17 adequate, and reasonable to the Class Members. The Settlement Agreement falls within the range  
18 of reasonableness and appears to be presumptively valid, subject only to any objections that may  
19 be raised at the Final Approval Hearing.

20 4. Plaintiff is conditionally approved to serve as the class representative.

21 5. Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice  
22 Law Corporation are conditionally approved as Class Counsel.

23 6. The Court confirms ILYM Group, Inc. as the Administrator.

24 7. The Gross Settlement Amount of \$2,422,291 is conditionally approved.

25 8. The payment of the Class Counsel Fees Payment not to exceed \$847,801.35  
26 (35% of the Gross Settlement Amount) to Class Counsel and Class Counsel Litigation Expenses  
27 Payment for litigation costs incurred not to exceed \$20,000 to Class Counsel are conditionally  
28 approved.

1           9.     The payment of the Class Representative Service Payment not to exceed  
2 \$10,000 to Plaintiff for the services as the class representative is conditionally approved.

3           10.    The payment of the Administration Expenses Payment not to exceed \$80,000  
4 to the Administrator for its services is conditionally approved.

5           11.    The Court conditionally approves the Private Attorneys General Act of 2004  
6 (“PAGA”) Penalties not to exceed \$250,000 that the Parties have allocated for the settlement of the  
7 claims for the PAGA penalties stemming from the alleged Labor Code violations. Sixty-five percent  
8 (65%) of the PAGA Penalties (\$162,500) will be paid to the California Labor and Workforce  
9 Development Agency, and the remaining thirty-five percent (35%) of the PAGA Penalties  
10 (\$87,500) will be paid to the Aggrieved Employees, on a pro rata basis.

11           12.    A Final Approval Hearing on the question of whether the Settlement  
12 Agreement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class  
13 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to  
14 all the Class Members who do not submit valid and timely Requests for Exclusion from the  
15 Settlement is scheduled on the date and time set forth below.

16           13.    The Court approves, as to form and content, the Court Approved Notice of  
17 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached  
18 as Exhibit A to the Settlement. The Court also approves the procedure for the Class Members to  
19 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

20           14.    The Court directs the mailing of the Class Notice to all the identified Class  
21 Members via first-class United States Postal Service mail in accordance with the implementation  
22 schedule set forth below. The Court finds that the dates selected for the mailing and distribution of  
23 the Class Notice meet the requirements of due process, provide the best notice practicable under  
24 the circumstances, and shall constitute due and sufficient notice to all persons entitled.

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15. The Court orders the following implementation schedule for proceedings:

a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	No later than forty-five (45) calendar days from the initial mailing of the Class Notice
d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	No later than an additional fourteen (14) calendar days beyond the Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	No later than sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	September 17, 2026 at 8:15 a.m. in Courtroom 8

Dated: 5/13/2026

IT IS SO ORDERED.

By:   
 Honorable Stephanie Jamieson  
 Judge of the Superior Court

# EXHIBIT 1

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff Renee Haney (“Plaintiff”) and Defendants Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc. and Pacific In Home Services, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants as “Parties,” or individually as “Party”.

### A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendants captioned *Renee Haney v. Pacific Coast Services, Inc., et al.* initiated by Plaintiff on January 23, 2026 and pending in the Superior Court of the State of California, County of Merced. (Case No. 26CV-00661).
2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount that the Administrator will be paid from the Gross Settlement Amount to reimburse the Administrator for the costs and expenses incurred pursuant to the performance of its duties set forth herein.
4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the PAGA Period.
5. “Class” means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the Class Period.
6. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the Court approved amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means the Class Members’ identifying information in Defendants’ possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means each person who is a member of the Class defined above and who is eligible to participate in this Settlement.
10. “Class Member Address Search” means the Administrator’s investigation and search for the Class Members’ mailing addresses using all the reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with the Class Members.

11. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to the Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. "Class Period" means the period from January 23, 2022, through February 7, 2026.
13. "Class Representative" means Renee Haney on behalf of herself and each of her heirs, representatives, successors, assigns, and attorneys.
14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
15. "Court" means the Superior Court of California, County of Merced.
16. "Defendants" means Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc. and Pacific In Home Services, LLC, the named defendants of the Action.
17. "Defense Counsel" means Joel Van Parys and Dalia Z. Khatib of CDF Labor Law LLP and Robert E. King of Legally Nanny ®.
18. "Effective Date" means the later of the following dates: (a) if no objection to the settlement is made, then no later than the date of notice of entry of the order granting final approval; (b) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal. In this regard, if an objection or intervention is filed and not later withdrawn, the Parties state their intention that the Settlement will not become effective until the Court's order granting final approval of the Settlement is completely final, and there is no further recourse by any appellant or objector who seeks to contest the finality of the Settlement.
19. "Final Approval" means the Court's order granting final approval of the Settlement.
20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
21. "Gross Settlement Amount" means \$2,422,291 which is the total amount that Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.
22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount that will be calculated according to the number of Workweeks worked during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties that will be calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
25. "LWDA" means the California Labor and Workforce Development Agency.
26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to the Participating Class Members as their Individual Class Payments.
28. "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.
29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
30. "PAGA Notice" means the written notice sent to the LWDA and Defendants on January 12, 2026 that provided notice pursuant to Labor Code section 2699.3, subdivision (a).
31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.
32. "PAGA Period" means the period from December 9, 2024, through February 7, 2026.
33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees for the settlement of the PAGA claims.
34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. "Plaintiff" means Renee Haney on behalf of herself and each of her heirs, representatives, successors, assigns, and attorneys, the named plaintiff in the Action.
36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

37. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement.
38. "Released Class Claims" means the claims being released as described in Section E.2.
39. "Released PAGA Claims" means the claims being released as described in Section E.3.
40. "Released Parties" means: (a) Defendants; (b) Defendants' past and present direct and indirect parents; (c) respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (d) past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (e) any individual or entity which could be jointly liable with any of the foregoing.
41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.
42. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class Members and shall be the last date on which the Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. The Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
43. "Settlement" or "Agreement" means this Joint Stipulation of Class and PAGA Settlement.
44. "Workweek" means any week during which a Class Member worked for Defendants for at least one (1) day during the Class Period, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class Member will be credited with at least one (1) workweek.

**B. RECITALS.**

1. On June 7, 2024, then-plaintiff Lisa Pendleton Barone filed a wage-and-hour class action lawsuit in the Superior Court of California, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.* (Case No. 24CV078857).
2. After Defendants filed a motion to compel arbitration and then-plaintiff Barone appealed, on December 9, 2025, the Parties attended mediation with the mediator Honorable Steven R. Denton, resulting in a settlement, subject to the Court's approval.

3. In line with the settlement, then-plaintiff Lisa Pendleton Barone entered an individual settlement with Defendants.
4. In line with the settlement, January 12, 2026, Plaintiff provided a written notice to the LWDA and Defendants of the specific provisions of the Labor Code that Plaintiff contends were violated and theories supporting the contentions.
5. On January 23, 2026, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) Labor Code section 2698, *et seq.* (PAGA); and (i) Business & Professions Code section 17200, *et seq.* ("Operative Complaint").
6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
7. In anticipation of mediation, the Parties engaged in informal discovery, with Defendants providing documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendants' production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of Workweeks and PAGA Pay Periods. Class Counsel located and interviewed putative class members who worked for Defendants throughout the Class Period. Class Counsel believe the 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.
8. The Court has not granted class certification.
9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

**C. MONETARY TERMS.**

1. Gross Settlement Amount. In consideration for the resolution and release of claims provided for by this Settlement, Defendants promise to pay \$2,422,291, which is inclusive of all amounts Defendants are required to pay under the Settlement except as to all the 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 employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator

will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or Aggrieved Employees to submit a claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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:
  - a. Class Counsel. The Class Counsel Fees Payment of \$847,801.85 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of \$20,000
    - i. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendants will not oppose requests for these payments provided that do not exceed these amounts. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
    - ii. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendants harmless from any dispute or controversy regarding any division or sharing of any of these payments.
    - iii. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099.
  - b. Plaintiff. The Class Representative Service Payment of \$10,000 to Plaintiff.
    - i. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendants will not oppose the request for the Class Representative Service Payment that does not exceed this amount. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount.
    - ii. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- c. Administrator. The Administration Expenses Payment of \$80,000 except for a showing of good cause and as approved by the Court.
  - i. To the extent that the Administration Expenses Payment is less or the Court approves payment of less than \$80,000, the Administrator will allocate the remainder in the Net Settlement Amount.
- d. LWDA and Aggrieved Employees. The PAGA Penalties of \$250,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which (\$162,500) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$87,500) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
  - i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties (\$87,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
  - ii. If the Court approves the PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
  - iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- e. Participating Class Members. An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all the Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
  - i. Twenty percent (20%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
  - ii. The 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 the Participating Class Members on a pro rata basis.

**D. SETTLEMENT FUNDING AND PAYMENTS.**

1. Workweeks and PAGA Pay Periods. Defendants estimate there are 16,776 Class Members who worked a total of 897,145 Workweeks, and 12,470 Aggrieved Employees who worked a total of 347,782 PAGA Pay Periods.
2. Funding of the Gross Settlement Amount. No later than the Effective Date, Defendants shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator.
3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendants fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments.
  - a. 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 United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for the Individual Class Payments and Individual PAGA Payments to all the Participating Class Members and Aggrieved Employees, including the Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom the Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the mailing addresses of the recipients using the NCOA.
  - b. The Administrator must conduct a Class Member Address Search for all the other Class Members whose checks are returned undelivered without USPS forwarding address. No later than seven (7) calendar days of receiving a returned check, the Administrator will remail the checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
  - c. For any Class Member whose 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 9 Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

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

1. **Plaintiff's Release.** Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all the claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all the claims that were, or could have been, alleged based on the facts contained in the Operative Complaint, including unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely, non-complaint wage statements, unreimbursed business expenses, PAGA, and Business and Professions Code section 17200; and (b) all the PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice, including unpaid wages (regular, overtime, and double-time), off-the-clock work, failure to pay bonuses at the regular rate of pay, unpaid sick leave, unpaid meal and rest period premiums, untimely wages, inaccurate wage statements, failure to maintain accurate employment records, failure to reimburse for business expenses, and penalties pursuant to Labor Code section 558 ("Plaintiff's Release").
  - a. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.
  - b. Plaintiff's 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, or workers' compensation benefits that arose at any time.
  - c. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

Plaintiff acknowledges that Plaintiff has read this general release, including the waiver of California Civil Code section 1542, that Plaintiff has consulted counsel about the general release and specifically about the waiver of section 1542, that Plaintiff understands the general release and the section 1542 waiver, and that Plaintiff freely and knowingly enters into this Agreement. Plaintiff acknowledges that Plaintiff may later discover facts different from or in addition to those Plaintiff knows or now believes to be true with respect to the matters released or described in this Agreement. Plaintiff agrees that the general release will remain effective in all respects notwithstanding any later discovery of any such different or additional facts.

2. Release by the Participating Class Members. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, release the Released Parties from all the claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period, including unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely, non-complaint wage statements, unreimbursed business expenses, and Business and Professions Code section 17200.

- a. The 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. Release by the Aggrieved Employees. All the Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties and any other relief under the PAGA that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period, including unpaid wages (regular, overtime, and double-time), off-the-clock work, failure to pay bonuses at the regular rate of pay, unpaid sick leave, unpaid meal and rest period premiums, untimely wages, inaccurate wage statements, failure to maintain accurate employment records, failure to reimburse for business expenses, and penalties pursuant to Labor Code section 558.

**F. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiff's Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

- a. The amounts of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.
  - b. Defendants agree that they will not oppose the Motion for Preliminary Approval so long as the motion is consistent with the terms of the Settlement Agreement.
2. Class Counsel's Responsibilities. Class Counsel are responsible for: (a) finalizing and filing the Motion for Preliminary Approval after the execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and satisfy the Court's issues. If, despite the good faith efforts of Class and Defense Counsel, the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

#### **G. SETTLEMENT ADMINISTRATION.**

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all the duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating the payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to the Class Members.

- a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted the Class Members' identifying information and to provide corrected or updated Class Data as soon as possible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or resolve any issues related to missing or omitted Class Data.
- b. No later than three (3) business days after the receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of the Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- c. Using best efforts to perform as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all the Class Members identified in the Class Data the Class Notice via first-class USPS mail. Before mailing the Class Notices, the Administrator shall update the Class Members' addresses using the NCOA.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail 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 remail the Class Notice to the most current address obtained.
- e. If the Administrator, Defendants, or Class Counsel are contacted by or discovers any person who believe that they should have been included in the Class Data and should have received Class Notice, the Parties will meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be deemed Class Members entitled to the same rights as the other Class Members, and the Administrator will send these persons, via email or overnight delivery, a Class Notice requiring them to exercise their options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice or deadlines set forth in the Class Notice, whichever date is later.

5. Requests for Exclusion.

- a. The Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.
- b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- c. 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. 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 susceptible to challenge.
- d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, will be entitled to all the benefits, and will be bound by all the terms and conditions of the Settlement, including the release set forth in Section E.2. regardless of whether they receive the Class Notice or object to the Settlement.
- e. 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 portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation of Workweeks and PAGA Pay Periods (if any) 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 and PAGA Pay Periods contained in the Class Notice are correct. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

- c. The Administrator shall promptly provide copies of all the challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to the Settlement.

- a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.
- b. The Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that supports the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Only the Participating Class Members may object to the Class portion of the Settlement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- d. The Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

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

- a. The Administrator will establish and maintain and use a website to post information of interest to the Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive the Class Members' calls, faxes, and emails.
- b. On a weekly basis, the Administrator will provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to the Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports will include the Administrator's assessment of the validity of Requests for Exclusion.

- c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all the challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or susceptible to challenge. The Administrator will promptly review the Requests for Exclusion on a rolling basis to ascertain their validity.
- d. 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: (i) mailing of the Class Notice; (ii) remailing of the Class Notices; (iii) attempts to locate the Class Members; (iv) total number of Requests for Exclusion received (both valid or invalid); and (v) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.
- e. The Administrator shall calculate the amount of the employer taxes due on the Wage Portion of the Individual Class Payments and will promptly notify Defense Counsel so that the payments will be sent to the Administrator by Defendants.
- f. No later than ten (10) calendar days after the Administrator disburses all the 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 the payments made under this Agreement.

**H. ESCALATOR CLAUSE.** If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 897,145 (*i.e.*, more than 986,859 Workweeks), then, at Defendant's election, either (1) the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, then the Gross Settlement Amount shall increase by 2%); or (2) the Class Period shall end on the date that the number of Workweeks reaches 986,859 Workweeks.

**I. MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing or as ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's issues by revising the Agreement as necessary to obtain Final Approval. If the Court does not grant Final Approval, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the settlement will be

null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all the Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings and all rights 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 Settlement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
4. 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, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's issues and to obtain Final Approval and entry of Judgment sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis.
5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

**J. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

**K. ADDITIONAL PROVISIONS.**

1. Confidentiality Prior to Preliminary Approval. Before the filing of the Motion for Preliminary Approval, Plaintiff, Class Counsel, Defendants, and Defense Counsel agree that they 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 to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Before the filing of the Motion for Preliminary Approval, Plaintiff, Class Counsel, Defendants, and Defense Counsel agree not to initiate any conversation or other communication with a 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 section does not restrict Class Counsel's communication with the Class Members in accordance with their ethical obligations owed to the Class Members.

2. No Admission. 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. Nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses against the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. This Agreement and the Parties' willingness to settle will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate this Agreement)
3. No Determination on the Merits. There has been no determination on the merits of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all disputes and claims against the Released Parties arising from or related to the Action.
4. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all the copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, in connection with other settlement negotiations, or in connection with the Settlement may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all the settlement funds, Plaintiff 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 makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

6. Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants 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.
7. No Solicitation. The Parties agree that they and their 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 section shall be construed to restrict Class Counsel's ability to communicate with the Class Members in accordance with their ethical obligations owed to the Class Members.
8. No Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
9. Integrated Agreement. Upon execution by all the Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
10. No Tax Advice. Neither Plaintiff, 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).
11. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
12. Modification of this 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.
13. 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.
14. Applicable Law. All the terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
17. Notice. All the 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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:                Douglas Han  
                                     Shunt Tatavos-Gharajeh  
                                     Christopher Petersen  
                                     **Justice Law Corporation**  
                                     751 North Fair Oaks Avenue, Suite 101  
                                     Pasadena, California 91103  
                                     (Tel) (818) 230-7502  
                                     (Fax) (818) 230-7259  
                                     dhan@JusticeLawCorp.com  
                                     statavos@JusticeLawCorp.com  
                                     cpetersen@JusticeLawCorp.com

To Defendants:            Dalia Z. Khatib  
                                     Joel Van Parys  
                                     **CDF Labor Law LLP**  
                                     900 University Avenue, Suite 200  
                                     Sacramento, California 95825  
                                     (Tel) (916) 361-0991  
                                     dkhatib@cdflaborlaw.com  
                                     jvanparys@cdflaborlaw.com

Robert E. King  
**Legally Nanny ®**  
37 Trailwood  
Irvine, California 92620  
(Tel) (714) 336-8864  
(Fax) (714) 389-3971  
info@legallynanny.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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 evidence to prove the existence and contents of this Agreement.

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. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree 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.

Dated: 03/17/2026

Renee Haney

By: 

Dated: March 17, 2026

**Justice Law Corporation [Approving as to Form Only]**

By: 

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Christopher Petersen, Esq.  
*Attorneys for Plaintiff*

Dated: \_\_\_\_\_

**Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc.**

By: \_\_\_\_\_  
On behalf of Pacific Coast Services, Inc. dba Pacific Homecare Services,  
Inc.

Dated: \_\_\_\_\_

**Pacific In Home Services, LLC**

By: \_\_\_\_\_  
On behalf of Pacific In Home Services, LLC

This e-copy is the official court record (GC68150)

Dated: \_\_\_\_\_

Renee Haney

By: \_\_\_\_\_

Dated: \_\_\_\_\_

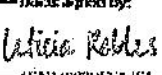
**Justice Law Corporation [Approving as to Form Only]**

By: \_\_\_\_\_

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Christopher Petersen, Esq.  
*Attorneys for Plaintiff*

Dated: 3/12/2026

**Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc.**

Designated by:  
  
By: \_\_\_\_\_  
On behalf of Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc.

Dated: 3/12/2026

**Pacific In Home Services, LLC**

Designated by:  
  
By: \_\_\_\_\_  
On behalf of Pacific In Home Services, LLC

# EXHIBIT A

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

*Haney v. Pacific Coast Services, Inc., et al.* (Case No. 26CV-00661)

***The Superior Court of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc. and Pacific In Home Services, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Renee Haney ("Plaintiff"), a former employee of Defendant. The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from January 23, 2022, through February 7, 2026 ("Class," "Class Members," "Class Period"); and
- (2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from December 9, 2024, through February 7, 2026 ("Aggrieved Employees" and "PAGA Period").

The settlement has two main parts: (1) Class Settlement requiring Defendant to fund the Individual Class Payments; and (2) PAGA Settlement requiring Defendant to fund the Individual PAGA Payments.

Your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked \_\_\_\_\_ Workweeks during the Class Period and worked \_\_\_\_\_ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make the payments under the settlement and requires the Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and to be eligible to receive an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

**Defendant won't retaliate against you for any actions you take with respect to the settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).</p>
<p><b>You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b></p> <p><b>The Opt Out Deadline is</b> _____</p>	<p>If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice.</p> <p>You cannot opt out of the PAGA portion of the settlement. Defendant must pay the Individual PAGA Payments to all the Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b></p> <p><b>Written Objections Must be Submitted by</b> _____</p>	<p>All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.</p>
<p><b>You Can Participate in the Final Approval Hearing</b></p>	<p>The Court's <u>Final</u> Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf</p>

	at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
<b>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.
<b>Written Challenges Must be Submitted by</b>	

**I. WHAT IS THE ACTION ABOUT?**

The Action accuses Defendant of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice Law Corporation.

Defendant denies the allegations in the Action and denies violating any laws or failing to pay any wages and premiums, providing compliant wage statements, and reimbursing business expenses. Defendant contends that it complied with all the applicable laws at all relevant times.

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

The Court has made no determination as to whether Plaintiff or Defendant is correct on the merits. Defendant denies all of Plaintiff's allegations. The Parties hired an experienced, neutral mediator to resolve the Action by helping to negotiate a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to Final Approval.

The Court preliminarily approved the Settlement, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay the Gross Settlement Amount of \$2,422,291. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, Individual Class Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

- a. No later than the Effective Date, Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator. No later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.
  - b. "Effective Date" means the later of the following dates: (i) if no objection to the settlement is made, then no later than fourteen (14) calendar days after entry of the order granting final approval; (ii) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (iii) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - a. Up to \$847,801.85 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$20,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only money that Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.
  - c. Up to \$80,000 to the Administrator as the Administration Expenses Payment for the services in administering the Settlement.
  - d. Up to \$250,000 for PAGA Penalties, sixty-five percent (65%) of which (\$162,500) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$87,500) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by issuing Individual Class Payments to the Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes that it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.
  - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Uncashed Checks. The face of each check shall state checks that are not cashed no later than one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement 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. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.
7. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out.
  - a. You cannot opt out of the PAGA portion of the Settlement. In other words, the 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 facts alleged in the Action during the PAGA Period.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Requests for Exclusion. The Administrator will also decide the challenges regarding the allocation of the Workweeks, mail and remail the checks and tax forms, and perform other

tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.

10. Release by Participating Class Members. Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Participating Class Members will be legally barred from asserting any of the claims released under the Agreement. The Participating Class Members will be bound by the following release:

- a. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, release the Released Parties from all the claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period, including unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely, non-complaint wage statements, unreimbursed business expenses, and Business and Professions Code section 17200.
- b. The 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.

11. Release by the Aggrieved Employees. Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California (including the LWDA) will be legally barred from asserting the PAGA claims against the Released Parties. The State of California will be bound by the following release:

All the Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties and any other relief under the PAGA that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

#### **IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate the Individual Class Payments 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 during the Class Period.

2. **Individual PAGA Payments.** The Administrator will calculate the Individual PAGA Payments by: (a) dividing the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$87,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during PAGA Period.
3. **Workweek / Pay Period Challenges.** The number of Workweeks that you worked during the Class Period and number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or PAGA 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 IX of this Class Notice has the Administrator's contact information.
  - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records validating 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

#### V. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, via First Class U.S. Mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, via First Class U.S. Mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

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

Submit a signed letter with your full name, present address, email address or 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 *Haney v. Pacific Coast Services, Inc., et al.* (Case No. 26CV-00661), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, then it will not be valid. The Administrator must be sent your request

to be excluded by \_\_\_\_\_, or it will not be valid. Section IX of the Class Notice has the Administrator's contact information.

#### **VII. HOW DO I OBJECT TO THE SETTLEMENT?**

Only the Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is \_\_\_\_\_. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Haney v. Pacific Coast Services, Inc., et al.* (Case No. 26CV-00661) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

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

#### **VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Courtroom 8 of the Merced County Superior Court located at 627 West 21st Street Merced, California 95340. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

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

#### **IX. HOW CAN I GET MORE INFORMATION?**

The Settlement Agreement sets forth everything that the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other settlement document is to go to Administrator's website at \_\_\_\_\_. You can also telephone or send an email to Class Counsel or Administrator using the contact information listed below.

Finally, you can consult the Court's website by going to <https://www.merced.courts.ca.gov/online-services/case-records-search> and entering the Case No. 26CV-00661. By extension, you can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

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

**Class Counsel:** Douglas Han  
Shunt Tatavos-Gharajeh  
Christopher Petersen  
**Justice Law Corporation**  
751 North Fair Oaks Ave., Suite 101  
Pasadena, California 91103  
(Tel) (818) 230-7502  
(Fax) (818) 230-7259  
dhan@JusticeLawCorp.com  
statavos@JusticeLawCorp.com  
cpetersen@JusticeLawCorp.com

**Administrator:** [ADMINISTRATOR]  
[MAILING ADDRESS]  
[TELEPHONE NUMBER]  
[FAX NUMBER]  
[EMAIL]

**X. WHAT IF I LOSE MY CHECK?**

If you lose or misplace your check before cashing it, the Administrator will replace it if 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 California Controller's Unclaimed Property Fund at [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

**XI. WHAT IF I CHANGE MY ADDRESS?**

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

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 7, 2026, I served the foregoing document described as

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE**

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows and to the email addresses as follows:

<p>Dalia Z. Khatib (dkhatib@cdflaborlaw.com)          Joel Van Parys (jvanparys@cdflaborlaw.com)          (info@legallynanny.com)          Staff:          Andrew Kunysz (akunysz@cdflaborlaw.com)          Elizabeth Kastern          (ekastern@cdflaborlaw.com)  <b>CDF LABOR LAW LLP</b>          900 University Avenue, Suite 200          Sacramento, CA 95825</p>	<p>Robert E. King (info@legallynanny.com)  <b>LEGALLY NANNY ®</b>          37 Trailwood          Irvine, CA 92620-1216</p>
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*Attorney(s)* for Defendants Pacific Coast Services, Inc. dba Pacific Homecare Services, Inc.; and Pacific In Home Services, LLC

**[X] BY OVERNIGHT CARRIER**

I placed such documents in a General Logistics Systems (GLS) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day General Logistics Systems (GLS) delivery and caused it to be delivered to a General Logistics Systems (GLS) drop-off box before the pickup deadline on the stated date.

**[X] BY E-MAIL**

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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**STATE**

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

Executed on May 7, 2026, at Pasadena, California.

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Bitty Minnis-Lemley