

09/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Cumplido Deputy

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Attorneys for Plaintiff, JENNIFER PLAYU ALBERTO and JANICE BOYD,

On behalf of themselves and all others similarly situated and aggrieved

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JENNIFER PLAYU ALBERTO, on behalf
and JANICE BOYD of themselves and all
others similarly situated,

Plaintiffs,

v.

CAMBRIAN HOMECARE, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Lead Case No.: 20STCV41466
(Related with Case No. 23STCV14458)

[Assigned for all purposes to the Hon. Elihu M.
Berle in Dept. 6]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

ARACELI PULIDO, on behalf of the State of
California, and others similarly situated and
aggrieved,

Plaintiff,

v.

CAMBRIAN HOMECARE, a California
Corporation; and DOES 1-100, inclusive,

Defendant.

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7 Attorneys for Plaintiff Araceli Pulido

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1 This Court, having considered the Motion of Plaintiffs, Jennifer Playu Alberto (“Plaintiff
2 Alberto”), Janice Boyd (“Plaintiff Boyd”), and Araceli Pulido (“Plaintiff Pulido” and collectively,
3 “Plaintiffs”) for Preliminary Approval of the Class Action and Representative Action Settlement
4 and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary
5 Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan, Raymond Wendell, Jennifer
6 Playu Alberto, Janice Boyd, Araceli Pulido, and Anthony Rogers, the Class and PAGA Action
7 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed
8 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
9 and other documents submitted in support of the Motion for Preliminary Approval, hereby

10 **ORDERS, ADJUDGES AND DECREES THAT:**

11 1. The definitions set out in the Settlement Agreement are incorporated by reference
12 into this Order; all terms defined therein shall have the same meaning in this Order.

13 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement Class
14 Members” or “Class Members”) for the purpose of settlement only: all individuals who worked for
15 Cambrian Homecare (“Defendant”) as hourly and/or non-exempt employees in California at any
16 time during the period from September 27, 2019, through April 28, 2025 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiffs, Jennifer Playu Alberto, Janice Boyd,
18 and Araceli Pulido as the Class Representatives. The Court also preliminarily appoints and David
19 D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as well as Zachary Crosner, Brandon
20 Brouillette, and Raymond Wendell of Crosner Legal, P.C. as Class Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research has been conducted such that counsel for the parties
28 at this time are reasonably able to evaluate their respective positions. It further appears to the Court

1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive and arms-length
4 negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice that has been submitted
6 herewith and attached hereto as Exhibit A.

7 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
8 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
9 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
10 with the requirements of law and appears to be the best notice practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$2,950,000.00, which is inclusive of: attorneys' fees of up to 35% of the Gross
13 Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to
14 \$1,032,500.00, in addition to actual costs incurred of up to \$100,000.00; a service award of
15 \$15,000.00 each, for a total amount of \$45,000 to Plaintiffs; costs of settlement administration of
16 no more than \$59,950.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
17 amount of \$250,000.00 of which \$187,500.00 (75%) will be paid to the Labor and Workforce
18 Development Agency ("LWDA") and \$62,500.00 (25%) to "PAGA Recipients," defined as
19 individuals who worked for Defendant as hourly and/or non-exempt employee in California at any
20 time during the period from September 27, 2019 through April 28, 2025 ("PAGA Period").

21 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

23 9. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendant, for at least one day during the Class Period, based on Defendant's records.

25 10. The settlement is based on Defendant's representation that there are 621,000
26 Workweeks in the period from September 27, 2019, to February 27, 2025. In the event the number
27 of Workweeks during the Class Period increases by more than 10%, (i.e., an additional 62,100
28 Workweeks worked for a total of 683,100 Workweeks), then Defendant shall make an election that

one of the following occur: (1) either the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 683,101 multiplied by the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 683,100 Workweeks worked by Class Members. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 621,000 and, thus, the Parties agree that the Workweek Value amounts to, and the settlement amounts, to \$4.75 per Workweek (\$2,950,000.00 / 621,000 Workweeks.) Thus, for example, should Defendant elect the former of the two options, and there are 700,000 Workweeks in the Class Period, then the GSA shall be increased by \$80,270.25. ((700,000 Workweeks – 683,101 Workweeks) x \$4.750/Workweek).). Defendant must exercise its election pursuant to this paragraph at least 60 days before the first set Motion for Preliminary Approval or it will be assumed Defendant has elected Option 1 in this paragraph. Any said election may be reflected by declaration testimony, an addendum of the settlement, or amendment thereto.

11. The Court deems ILYM Group, Inc. (“Settlement Administrator” or “ILYM” or “Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed \$59,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of the class.

12. No later than September 14, 2026, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

13. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify

1 Class Counsel if it discovers that the Class Data omitted class member identifying information and
2 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
3 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

6 14. By September 28, 2026, the Administrator will send to all Class Members identified
7 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
8 Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page
9 of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
10 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and
11 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
12 Administrator shall update Class Member addresses using the National Change of Address database.

13 15. The “Response Deadline” is November 30, 2026.

14 16. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
15 must send the Administrator, by mail, a signed written Request for Exclusion by the Response
16 Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that
17 reasonably communicates the Class Member’s election to be excluded from the Settlement and
18 includes the Class Member’s name, address and email address or telephone number. To be valid, a
19 Request for Exclusion must be timely postmarked by the Response Deadline.

20 17. Every Class Member who does not submit a timely, complete and valid Request for
21 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
22 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
23 Members’ Releases under Paragraphs 5.2 and 5.4 of the Agreement, regardless whether the
24 Participating Class Member actually receives the Class Notice or objects to the Settlement.

25 18. Each Class Member shall have until the Response Deadline to challenge the number
26 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
27 Notice. The Class Member may challenge the allocation by communicating with the Administrator
28 via mail. The Administrator must encourage the challenging Class Member to submit supporting

documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data.

19. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payment. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so by the Response Deadline.

20. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be overruled.

21. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller's Unclaimed Property Fund.

22. The Court orders the Parties and the Settlement Administrator to carry out their duties and obligations in accordance with the terms of the Settlement Agreement.

23. The deadline for filing responses to objections and for the Settlement Administrator to submit a final report is December 14, 2026.

24. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by October 28, 2026.

25. A Final Fairness and Approval Hearing shall be held with the Court on December 28, 2026 at 9:00 a.m in Department 6 of the above-entitled Court to determine: (a) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (b) the amount of attorneys' fees and costs to be awarded to Class Counsel; (c) the amount of service award to the Class Representative; (d) the amount to be paid to the Settlement Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

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IT IS SO ORDERED.



Elihu M. Berle

Dated: 09/09/2026

Elihu M. Berle / Judge
Judge of the Superior Court

EXHIBIT “A”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Alberto, et al. v. Cambrian Homecare
(County of Los Angeles, California Superior Court Case No. 20STCV41466)

As a current or former non-exempt, hourly-paid California employee of Cambrian Homecare, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Cambrian Homecare (“Defendant”), shows that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all individuals who worked for Defendant as hourly and/or non-exempt employees in California at any time during the period from September 27, 2019, through April 28, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Alberto, et al. v. Cambrian Homecare*, pending in the Superior Court of California for the County of Los Angeles, Case Number 20STCV41466 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; and (7) unfair competition, Labor Code § 210 penalties for Nonpayment of Wages, Labor Code § 226.3 penalties for Wage Statement Violations, Labor Code § 558 penalties, and Labor Code § 1197.1 penalties and seeking to represent hourly employees who worked for Defendant from September 27, 2019, through April 28, 2025. Plaintiffs also seek civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code for all hourly employees who worked for Defendant from September 27, 2019 through April 28, 2025 (“PAGA Recipients”). This settlement also resolves a separate action for civil penalties under PAGA entitled *Pulido v. Cambrian Homecare*, pending in the Superior Court of California for the County of Los Angeles, Case Number 23STCV14458.
- The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for

Questions? Contact the Settlement Administrator toll free at [PHONE]

	settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from September 27, 2019 through April 28, 2025. ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed a "PAGA Recipient" and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for December 28, 2026 at 9:00 a.m., in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at December 28, 2026 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Jennifer Playu Alberto, Janice Boyd, and Araceli Pulido were hourly-paid, non-exempt employees of Defendant. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendant's alleged failure to pay overtime; failure to pay minimum wages; failure to provide meal breaks; failure to provide rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify; and unfair competition, among others.

Questions? Contact the Settlement Administrator toll free at [PHONE]

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and Class Members and PAGA Recipients for the Gross Settlement Amount of \$2,950,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$ [REDACTED] (2) a service award to Plaintiffs in the amount of not more than \$15,000.00 each, for a total amount of \$45,000.00, for their time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys’ fees which, unless increased pursuant to the Settlement Agreement, amount to \$1,032,500.00; (4) up to \$100,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$250,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$187,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$62,500.00, will be distributed to PAGA Recipients. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members (“Net Settlement Amount”).

For mediation purposes and prior to mediation Defendant represented that there were approximately 621,000 Workweeks worked from September 27, 2019 to the date of mediation (February 27, 2025). In the event the number of Workweeks during the Class Period increases by more than 10%, (i.e., an additional 62,100 Workweeks worked for a total of 683,100 Workweeks), then Defendant shall make an election that one of the following occur: (1) either the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 683,101 multiplied by the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members, when starting from the first day of the Class Period, reaches 683,100 Workweeks worked by Class Members. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 621,000 and, thus, the Parties agree that the Workweek Value amounts to, and the settlement amounts, to \$4.75 per Workweek (\$2,950,000.00 / 621,000 Workweeks.) Thus, for example, should Defendant elect the former of the two options, and there are 700,000 Workweeks in the Class Period, then the GSA shall be increased by \$80,270.25. ((700,000 Workweeks – 683,101 Workweeks) x \$4.750/Workweek). Defendant must exercise its election pursuant to this paragraph at least 60 days before the first set Motion for Preliminary Approval or it will be assumed Defendant has elected Option 1 in this paragraph. Any said election may be reflected by declaration testimony, an addendum of the settlement, or amendment thereto.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual’s Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., PAGA Recipients) will receive a *pro rata* share of the \$62,500.00 allocated

Questions? Contact the Settlement Administrator toll free at [PHONE]

to PAGA Recipient as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each PAGA Recipient during the PAGA Period.

Based on Defendant's records and the Parties' current assumptions, you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as a PAGA Recipient would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Recipients will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Recipient. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" they may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including but not limited to, failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting

Questions? Contact the Settlement Administrator toll free at [PHONE]

time penalties; wage statement violations; unfair competition and all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Actions and Operative Complaint (“Class Released Claims”).

Release of PAGA Claims: For the duration of the PAGA Period, all PAGA Recipients are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“PAGA Released Claims”).

“Released Parties” means Defendant, and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator] [Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than November 30, 2026.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are a PAGA Recipient, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than November 30, 2026. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

Questions? Contact the Settlement Administrator toll free at [PHONE]

You may, if you wish, appear at the Final Approval Hearing set for December 28, 2026 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/pages/lp/access-a-case>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

Questions? Contact the Settlement Administrator toll free at [PHONE]

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at |PHONE

1 **PROOF OF SERVICE**

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

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1460 Westwood
Boulevard, Los Angeles, California 90024.

5 On August 31, 2026, I caused a true and correct copy of the following document(s) described
6 as **PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**
7 **AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR**
8 **SETTLEMENT PURPOSES ONLY** to be served by electronic transmission via Case Anywhere
to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below
service list:

9 *Attorneys for Defendant CAMBRIAN HOMECARE*

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

23 Executed on August 31, 2026, at Los Angeles, California.

24
25
26 */s/ Araceli Marquez*
27 Araceli Marquez
28