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9 and on behalf of all others similarly situated

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 MONICA GARCIA, individually, and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 COMPASSIONATE HEART SENIOR CARE,
INC. DBA HOME INSTEAD SENIOR CARE, a
18 California corporation; and DOES 1 through 10,
inclusive,

19 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 24 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

Case No.: 30-2022-01294409-CU-OE-CXC
Related Case No. 30-2023-01349739-CU-OE-CXC

*Assigned for all purposes to:
Hon. Lon Hurwitz, Dept. CX-103*

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

Date: October 18, 2024
Time: 1:30 p.m.
Dept: CX-103

Complaint filed: November 30, 2022
Trial date: Not set

[REDACTED] ORDER

Having reviewed Plaintiff Monica Garcia's Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, the Supplemental Declaration of John G. Yslas, Plaintiff's declaration, the Declaration of Robert E. King, the Declaration of Joel Van Parys, and the Declaration of David Rezner, and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care ("Compassionate Heart"), attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 2**. *See* Register of Actions No. 76.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$185,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$7,500.00) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$2,500.00) will be paid to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33.3% of the Gross Settlement Amount (i.e., \$61,605.00), and up to \$9,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,950.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
2 and reasonable to the Class Members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
13 Workforce Development Agency for its share of the settlement of claims for penalties under the
14 Private Attorneys General Act, and the class representatives' enhancement awards should be
15 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
16 in accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Class"): "all persons employed by Compassionate Heart in California and classified as an
19 hourly-paid or non-exempt employees who worked for Compassionate Heart during the Class
20 Period."

21 6. "Class Period" means the period from June 5, 2018 through October 18, 2024.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representative, for settlement purposes only,
3 Plaintiff. The Court further preliminarily approves Plaintiffs' ability to request an incentive
4 award up to \$10,000.00.

5 9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
6 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC, as Class Counsel. The
7 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
8 one-third of the Total Settlement Amount (i.e., \$61,605.00), and costs not to exceed \$9,000.00.

9 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
10 reasonable administration costs estimated not to exceed \$7,950.00.

11 11. The Court approves, as to form and content the Class Notice, the Exclusion Form,
12 and the Dispute Form, attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that
13 plan for distribution of the Notice to Settlement Class Members satisfies due process, provides
14 the best notice practicable under the circumstances, and shall constitute due and sufficient notice
15 to all persons entitled thereto.

16 12. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 13. Any Class Member who does not timely and validly request exclusion from the
19 Settlement may object to the Settlement Agreement.

20 14. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	November 18, 2024
Settlement Administrator to mail the Notice Packets	December 2, 2024
Class Member Response Deadline	January 31, 2025
Class Member Deadline to Object	January 31, 2025

EVENT:	DEADLINE:
Deadline for Administrator to Submit Report	February 14, 2025
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	February 20, 2025
Final Approval Hearing [proposed]	March 14, 2025 at 1:30 p.m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: OCT 24 2024



 Hon. Lon F. Hurwitz
 Orange County Superior Court

EXHIBIT 1

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

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

*Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care, Orange
County Superior Court, Case No. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.*

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A
SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.**

I. BACKGROUND OF THE CASE

On November 30, 2022, former employee Monica Garcia ("Plaintiff") filed a lawsuit alleging wage and hour violations against Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"). The lawsuit was filed in Superior Court of the State of California for Orange County ("Court"), Case No. 30 2022-01294409-CU-OE-CXC.

The Action alleges Defendant failed to pay minimum and straight time wages, overtime wages, failed to provide meal periods, failed to authorize and permit rest periods, failed to timely pay final wages at termination, failed to provide accurate itemized wage statements, failed to indemnify employees for expenditures; and therefore engaged in unfair competition and owes penalties under PAGA.

On September 15, 2023, Plaintiff filed a PAGA Representative Action, Orange County Superior Court Case No. 30-2023-01349739-CU-OE-CXC, alleging violation of the Private Attorney General Act ("PAGA") and seeking civil penalties under PAGA based on the following claims: (1) Failure to Pay for All Hours Worked, Including Minimum , Straight Time, and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Failure to Pay All Earned Wages Twice Per Month; (5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failure to Timely Pay All Wages at Termination;; (7) Failure to Furnish Accurate Itemized Wage Statements; and (8) Failure to Indemnify for Necessary Expenditures.

The lawsuits are referred to here as the "Action" or "Actions."

Defendant denies all claims, denies that Plaintiff and the Class Members and aggrieved employees are entitled to any recovery, and asserts affirmative defenses in response to Plaintiff's claims.

The Actions have been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement ("Settlement," or "Agreement"), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all persons employed by Defendant in an hourly, non-exempt position in California during the Class Period (defined as June 5, 2018 through _____) ("Class Members"); and

- (2) all persons employed by Defendant in an hourly, non-exempt position in California during the PAGA Period (defined as February 3, 2022 through _____) ("PAGA Members")

II. ESTIMATED INDIVIDUAL AWARD

You have received this notice because Defendant's records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendant's records, your Individual Class Award is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Award is estimated to be \$_____. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Award, then you are not eligible for an Individual PAGA Award 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 you worked _____ pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant agrees to pay the Maximum Settlement Amount of One Hundred Eighty Five Thousand Dollars (\$185,000), which is inclusive of all amounts Defendant is required to pay under the Settlement, including all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes, Plaintiff's Enhancement Award, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$7,950.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$10,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$61,605.00 (33.3% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$9,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$10,000.00 as Plaintiff's Enhancement Award for Plaintiff in recognition of her effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remaining amount (the "Net Settlement Amount") as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period and all pay periods worked by PAGA Members during the PAGA Period based on the Class Data provided by Defendant.

4. Each Individual Class Award to a Participating Class Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Awards. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Awards. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Settlement Checks Should Be Cashied Promptly Upon Receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

6. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendant and the Released Parties from the Released Claims as described below. Additionally, every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. "Released Parties" means (i) Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care ("Defendant"), (ii) Defendant's past and present direct and indirect parent companies and franchisor; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the 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 (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating Class Members. As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and

those that reasonably could have been alleged in the Action based on Plaintiff's factual allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices , and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.* during the Class Period (June 5, 2018 through _____).

c. **Release By PAGA Members and State of California.** As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to all claims for (1) Failure to Pay for All Hours Worked, Including Minimum , Straight Time, and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Failure to Pay All Earned Wages Twice Per Month; (5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (6) Failure to Timely Pay All Wages at Termination;; (7) Failure to Furnish Accurate Itemized Wage Statements; and (8) Failure to Indemnify for Necessary Expenditures , and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, during the PAGA Period (February 3, 2022 through _____).

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendant during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendant and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action; and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no

	later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	<p>The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department CX-103 of the Superior Court of California for the County of Orange located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.</p> <p>You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at 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 and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.</p> <p>It's possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.</p>
You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is [DATE]	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendant's records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendant's records will be determinative. All Workweek Disputes will be resolved and decided by the Court, and the Court's decision on all disputes will be final and binding.

V. HOW TO CONTACT THE ADMINISTRATOR

[ADMINISTRATOR]
[ADDRESS 1]
[ADDRESS 2]

Telephone: [NUMBER]

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement" which is on file with the Clerk of the Court and can be accessed at <<website address>>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

John G. Yslas
Jeffrey C. Bills
Aram Boyadjian
Andrew Sandoval
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 381-9988
jyslas@wilshirelawfirm.com
jbils@wilshirelawfirm.com
aboyadjian@wilshirelawfirm.com
andrew.sandoval@wilshirelawfirm.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT.

REQUEST FOR EXCLUSION

Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.

If you **DO NOT** wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by completing this form. However, if you worked for Defendant during the PAGA Period, you will be issued a check for your share of the PAGA Amount regardless of whether you exclude yourself from the Class Settlement. Your form must be postmarked to the Administrator not later than [DATE].

I hereby elect to opt-out of the settlement reached in the matter of *Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care*. I understand that, by opting-out of the settlement, I will no longer be eligible to receive a share of the settlement proceeds and that I cannot object to any portion of the proposed settlement. I also understand that by opting-out, I will retain the right to pursue individual claims related to unpaid wages, missed meal and rest breaks, inaccurate wage statements, unreimbursed business expenses, and waiting time penalties that accrued during the Class Period.

Signature: _____

Printed Name: _____

Date: _____

WORKWEEK/PAY PERIOD DISPUTE

*Monica Garcia v. Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care,
Orange County Superior Court,
Case Nos. 30 2022-01294409-CU-OE-CXC and 30-2023-01349739-CU-OE-CXC.*

If you believe that the number of workweeks and/or pay periods set forth in Section II of your Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is incorrect, you may dispute the number of workweeks and/or pay periods by submitting this form with supporting documents on or before [DATE]. **If you believe that the number of workweeks and pay periods stated in your Class Notice is correct, you do not have to do anything.**

[] I wish to dispute the number of workweeks listed in Section II of my Class Notice. I believe the correct amount of my workweeks is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

[] I wish to dispute the number of pay periods listed in Section II of my Class Notice. I believe the correct amount of my pay periods is _____. I have also included information and/or documents that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Court to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

Signature: _____

Printed Name: _____

Date: _____