

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Mark Taylor (“Taylor”) and Angelica Trujillo (“Trujillo”) (collectively the “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant AccentCare, Inc. (hereinafter “Defendant” or “AccentCare”), on the other hand. Plaintiff and Defendant are referred to herein collectively as (the “Parties”). Plaintiff Taylor is represented by Malte L. L. Farnaes, Christina M. Lucio and Mitchell J. Murray of Farnaes & Lucio, APC, and Plaintiff Trujillo is represented by Kane Moon and Lilit Ter-Astvatsatryan of Moon & Yang, APC. The Settlement Class is represented by all of the aforementioned attorneys. Defendant AccentCare is represented by Robert J. Kane and Edward J. Farrell of Stuart Kane LLP.

On February 4, 2022, Taylor filed a PAGA Complaint against AccentCare, Inc. in San Diego Superior Court, in the matter titled *Mark Taylor v. AccentCare, Inc.*, Case No. 37-2022-00004587-CU-OE-NC. On September 21, 2021 Trujillo filed a First Amended Class Action Complaint against AccentCare, Inc. in Contra Costa Superior Court, in the matter titled *Angelica Trujillo v. AccentCare, Inc.*, Case No. C21-01927. On March 11, 2022 Trujillo dismissed that Class Action Complaint without prejudice and on March 14, 2022 filed a First Amended Representative Action Complaint. Defendant AccentCare filed Answers to each of these cases denying all the operative allegations and asserting affirmative defenses. Plaintiff Taylor sent a written notice to the LWDA and Defendant pursuant to Labor Code § 2699.3 on November 22, 2021 and Trujillo a written notice to the LWDA on September 18, 2021.

On March 25, 2025 a First Amended Class and Representative Action Complaint, including a cause of action for PAGA penalties, was filed in San Diego Superior Court on behalf of Taylor and Trujillo asserting essentially the same causes of action in the previous class action and the PAGA cases namely: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to pay final wages, including paid time off, at termination of employment; (vii) failure to provide itemized wage statements; (viii) unfair business practices; and (ix) Private Attorneys General Act (“PAGA”) civil penalties.

Given the uncertainty of litigation, and after four mediation sessions over more than a two and one-half year period, with two different highly regarded mediators, Plaintiffs and AccentCare wish to settle all claims and actions above. Accordingly, Plaintiffs and AccentCare agree as follows:

1. Settlement Class. For the purposes of this Settlement Agreement only, Plaintiffs and AccentCare stipulate to the certification of the following Settlement Class:

- A. Settlement Class Members:** All current and former non-exempt employees who worked for AccentCare in California at any time from April 1, 2022 until January 3, 2025 (the “Class Period”).
- B. Aggrieved Employees:** All current and former non-exempt employees who worked for AccentCare in California from December 1, 2020 to January 3, 2025 (the “PAGA Period”).

C. Non-Admission: The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

A. Release by Settlement Class Members. Upon the “Effective Date” (defined below), Plaintiffs and every member of the Settlement Class (except those who opt-out) shall release and discharge AccentCare, its past, present, and future affiliated and otherwise related companies, and its and their owners, shareholders, past and present officers, directors, employees, and agents, successors, and assigns (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of action, whether known or unknown, that were asserted in the LWDA letters, or were pled in the Amended Class Action Complaint, or which could have been pled in the Amended Class Action Complaint based on the factual allegations therein, that arose during the Class Period (“Settlement Class Members’ Released Claims”) with respect to the following claims: (i) failure to pay minimum wages including for non-productive time and rest periods; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to timely pay final wages at the time of termination of employment, including paid time off; (vii) failure to provide itemized wage statements; and (viii) unfair business practices based on these claims. The release shall include claims arising under California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1182.12, 2802, the California Wage Orders, and Business & Professions Code section 17200, et seq. based on the same California Labor Code sections.

B. Release by Aggrieved Employees. Upon the “Effective Date” (defined below), Plaintiffs, the State of California, and each Aggrieved Employee shall release and discharge AccentCare, its past, present, and future affiliated and otherwise related companies, and its and their owners, shareholders, past and present officers, directors, employees, and agents, successors, and assigns (collectively the “Released Parties”), from all claims for PAGA penalties that were asserted in the LWDA letters, or were pled in the Amended Class Action Complaint, or which could have been pled in the Amended Class Action Complaint based on the factual allegations therein, that arose during the PAGA Period (“PAGA Released Claims”) with respect to the following claims: (i) failure to pay minimum wages including for non-productive time and rest periods; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to timely pay final wages at time of termination of employment, including paid-time-off; and (vii) failure to provide itemized wage statements. The release shall include claims for PAGA penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1182.12, and 2802.

C. Release by Plaintiffs. In light of Plaintiffs Taylor and Trujillo's Class Representative Enhancement Payment (discussed below), Plaintiffs have agreed to release, in addition to the Class Members' Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, based on his or her employment with AccentCare, to the extent permitted by law, through the duration of the Class Period ("Plaintiff's Released Claims"). Plaintiffs each understand that this release includes unknown claims and that he and she are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Specifically excluded from Plaintiff's Released Claims are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits.

D. Effective Date. The "Effective Date" shall be defined as follows. If no objections are filed (or any objections have been withdrawn), the "Effective Date" shall be the date that the Court grants final approval of the Settlement and enters an Order and Judgment. If any objections have been filed and have not been withdrawn (the filing of an objection being a prerequisite to the filing of an appeal), then the "Effective Date" will be either: (i) if no appeal is filed, ten (10) days after the last date on which any appeal might have been filed; or (ii) if an appeal is filed, ten (10) days after the final resolution of any appeal, presuming that the appeal upholds the Settlement.

3. Gross Settlement Amount. As consideration, AccentCare agrees to pay a "Gross Settlement Amount" of \$1,750,000.00 in full and complete settlement of all claims and actions asserted against AccentCare as described above as follows:

A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this Settlement.

B. The Gross Settlement Amount shall be deposited with the Settlement Administrator no later than twenty (20) calendar days after the Effective Date.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- 1) All payments (including interest) to the Settlement Class;
- 2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$45,000;
- 3) Up to \$5,000 each for Plaintiff Taylor and Trujillo Enhancement Payments as Class and PAGA Representatives in recognition of their contributions to the Action, their service to the Settlement Class, and their general release of claims. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiffs shall not have the right to revoke this settlement, and it will remain binding;

- 4) The Parties have agreed to set aside \$90,000 of the Gross Settlement Amount as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$67,500, will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, or \$22,500, will be payable to the Aggrieved Employees described in Section 1B above. Any Court order allocating a different amount to PAGA civil penalties shall not be grounds to revoke this settlement, and it will remain binding; and
- 5) Up to 33.33% of the Gross Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated to be \$583,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$55,000. In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding.

D. AccentCare’s share of payroll taxes as an employer (e.g., FICA, FUTA) on the portion of Settlement payments designated as “wages” shall be paid by AccentCare separately from, and in addition to, the Gross Settlement Amount. AccentCare shall deposit the employer’s share of payroll taxes with the Settlement Administrator no later than the date it deposits the Gross Settlement Amount.

4. Escalator Clause. AccentCare represents that Class Members worked approximately 202,943 workweeks during the Class Period, excluding weeks during which no work and/or only orientation was performed. If the actual number of workweeks worked by Class Members during the Class Period exceeds this estimate by more than 10% (i.e., more than 223,237 workweeks), then AccentCare shall increase the Gross Settlement Amount on a proportional basis equal to the number of workweeks exceeding 223,237.

5. Payments to the Settlement Class. Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs Class Representative Enhancement Payment, the amount set aside as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:

- i. Payments to Settlement Class Members paid on a pay-per-visit basis: Fifty percent (50%) of the Net Settlement Amount will be distributed to participating Settlement Class Members who were paid on a pay-per-visit basis (“PPV Settlement Class Members”) based on his/her proportionate number of workweeks worked for AccentCare as a non-exempt employee in California during the Class Period and paid on a pay-per-visit basis

(“PPV Workweeks”), by multiplying 50% of the Net Settlement Amount by a fraction, the numerator of which is the participating PPV Settlement Class Member’s number of workweeks, and the denominator of which is the total number of workweeks worked by all participating PPV Settlement Class members. The amounts so distributed shall be allocated 40% to penalties, 40% to interest, and 20% to wages.

- ii. Payments to Settlement Class Members paid on an hourly basis: Fifty percent (50%) of the Net Settlement Amount will be distributed to participating Settlement Class Members paid on an hourly basis (“Hourly Settlement Class Members”) based on his/her proportionate number of workweeks worked for AccentCare as a non-exempt employee in California during the Class Period and paid on an hourly basis (“Hourly Workweeks”), by multiplying 50% of the Net Settlement Amount by a fraction, the numerator of which is the participating Hourly Settlement Class Member’s number of workweeks, and the denominator of which is the total number of workweeks worked by all participating Hourly Settlement Class Members. The amounts so distributed shall be allocated 40% to penalties, 40% to interest, and 20% to wages.
- iii. PAGA Amount: As noted above, \$90,000 of the Gross Settlement Amount has been designated as the “PAGA Amount.” Each Settlement Class Member who worked for AccentCare as a non-exempt employee in California at any time from December 1, 2020 to January 3, 2025 (“PAGA Period”) shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked for AccentCare as a non-exempt employee in California during the PAGA Period. This will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Members’ number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the PAGA Period. The amount so distributed shall be deemed 100% penalties and interest.

C. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

D. Each member of the Settlement Class who receives a Settlement Award must cash any Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Class member.

E. Neither Plaintiffs nor AccentCare shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. Attorneys' Fees and Costs. AccentCare will not object to Class Counsel's request for a total award of attorneys' fees of 33.33% of the Gross Settlement Amount, which is currently estimated to be \$583,333.33. Additionally, AccentCare will not object to Class Counsel's request for an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$55,000, from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. Class Representative Enhancement Payment. AccentCare will not object to a request for a Class Representatives Enhancement Payments of up to \$5,000 to Plaintiffs for his and her time and risk in prosecuting this case, his or her general release of claims, and service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. Settlement Administrator. AccentCare will not object to the appointment of Apex Class Action Administration as Settlement Administrator. AccentCare will not object to Plaintiff seeking permission to pay up to \$45,000 to the Settlement Administrator for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating AccentCare's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after full Settlement Awards have been mailed to all participating Settlement Class members.

9. Preliminary Approval. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Malte L. L. Farnaes, Christina M. Lucio and Mitchell J. Murray of Farnaes & Lucio, APC and Kane Moon and Lilit Ter-Astvatsatryan of Moon Law Group, APC as Class Counsel;
- C. Appointing Mark Taylor and Angelica Trujillo as Class Representatives for the Settlement Class;
- D. Approving Apex Class Action Administration as Settlement Administrator;

- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice, attached hereto as Exhibit A, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. Notice to Settlement Class. Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 21 days after entry of an order preliminarily approving this Agreement, AccentCare will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, number of workweeks worked during the Class Period including whether they were paid on a pay-per-visit or hourly basis, and the number of workweeks worked during the PAGA Period for each Settlement Class Member and Aggrieved Employee, (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member and obtain approval from counsel of those calculations; (iv) format Notice Packets and obtain approval from counsel of the same; and (v) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Class Notice shall state that a Settlement Class member who wishes to exclude himself or herself from the Settlement must submit a “Request for Exclusion” by the Response Deadline. A Request for Exclusion is a letter or card prepared by the Settlement Class member which must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except the Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any

Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to receive an Individual Class Payment under this Settlement Agreement and will not be bound by the Settlement Class Members' Released Claims or have any right to object, appeal or comment thereon. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, any Settlement Class Member who requests to be excluded from the Settlement Class are still deemed to release the PAGA Released Claims and are eligible for their share of the PAGA Amount.

a. Right to Rescind. If the number of Settlement Class members who submit valid Requests for Exclusion equals 10% or more of the total Settlement Class members, then AccentCare shall have the right, in its sole discretion, to void this Settlement Agreement. AccentCare must communicate such decision by notifying Class Counsel and the Settlement Administrator in writing within 10 business days of the first date that the Settlement Administrator reports that 10% or more of Settlement Class members have submitted valid and timely Requests for Exclusion. In the event AccentCare exercises this option to rescind, then the Settlement Agreement shall be voided, and the Parties shall revert to the positions they held immediately prior to the execution of the Settlement Agreement. If AccentCare exercises this option to rescind, AccentCare shall be responsible for paying any administration costs of the Settlement Administrator for any administration costs incurred in connection with this Settlement Agreement. Neither party (including any of its employees or agents) nor counsel for any party will request, solicit, or encourage any Settlement Class member to request exclusion from the Settlement Agreement.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and AccentCare's counsel, who shall then file all such objections with the Court). AccentCare's counsel and Class Counsel shall file any responses to objections no later than 5 days before the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to submit a written objection but who fails to comply with the written objection procedures set forth above and/or in the Class Notice shall be deemed not to have submitted a written objection. Settlement Class members will also have a right to appear at the Final Approval Hearing in order to have any oral objections heard by the Court. Settlement Class members who fail to object in one of the manners specified herein shall be deemed to have waived all objections to the Settlement Agreement and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement.

E. Notice of Estimated Settlement Award / Disputes. The Notice of Estimated Settlement Award mailed to each Settlement Class member shall disclose the amount of

the Settlement Class member's estimated Settlement Award and (i) the number of workweeks worked by the Settlement Class member in California as a non-exempt employee for AccentCare during the Class Action Period; and (ii) the Settlement Class member's number of workweeks worked for AccentCare in California as a non-exempt employee during the PAGA Class Period. Settlement Class members will have the opportunity, should they disagree with AccentCare's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be immediately re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet (although the Settlement Administrator will continue to conduct a skip-trace on any Notice Packets that are returned as undeliverable with no forwarding address throughout the Notice period). Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or AccentCare's Counsel to provide notice of the proposed settlement.

11. Final Approval. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, PAGA payment to the LWDA, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

12. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement Agreement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. Non-Disclosure and Non-Publication. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the settlement on their website, but may not include the names of the Parties or the case number, or any descriptive information of the business of Defendant that would facilitate identification of Defendant.

14. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

- if to AccentCare: Robert J. Kane, Stuart Kane LLP, 620 Newport Center Drive, Suite 200, Newport Beach, California 92660, (949) 791-5127,
Email: rkane@stuartkane.com.
- if to Plaintiff Taylor: Mitchell J. Murray, Farnaes & Lucio, 2235 Encinitas Boulevard, Suite 210, Encinitas, CA 92024, (760) 942-9432,
Email: mitch@farnaeslaw.com.

if to Plaintiff Trujillo: Lilit Ter-Astvatsatryan, Moon Law Group, PC, 725 So. Figueroa Street, 31st Floor, Los Angeles, CA 90017, (213) 232-3128,
Email: lilit@moonlawgroup.com.

16. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE

ACCENTCARE, INC.

DATED: April 10, 2025

BY: *Dana Perminas*
Associate General Counsel

MARK TAYLOR

DATED: _____, 2025

BY: _____
MARK TAYLOR

ANGELICA TRUJILLO

DATED: April 9th, 2025

BY: 
C178A44A73C5420...
ANGELICA TRUJILLO

APPROVED AS TO FORM:

STUART KANE LLP

DATED: April 9, 2025

BY: *Robert J. Kane*
ROBERT J. KANE
ATTORNEY FOR DEFENDANT
ACCENTCARE, INC.

FARNAES & LUCIO, APC

DATED: _____, 2025

BY: _____
MITCHELL J. MURRAY
ATTORNEY FOR PLAINTIFF MARK
TAYLOR AND SETTLEMENT CLASS

MOON LAW GROUP, PC

DATED: April 9, 2025

BY: *Lilit Ter-Astvatsatryan*
LILIT TER-ASTVATSATRYAN
ATTORNEY FOR PLAINTIFF
ANGELICA TRUJILLO AND
SETTLEMENT CLASS

SIGNATURE PAGE

ACCENTCARE, INC.

DATED: _____, 2025

BY: _____

MARK TAYLOR

DATED: 04/08/
_____, 2025

BY: Mark E Taylor
Mark E Taylor (Apr 8, 2025 14:15 PDT)
MARK TAYLOR

ANGELICA TRUJILLO

DATED: _____, 2025

BY: _____
ANGELICA TRUJILLO

APPROVED AS TO FORM:

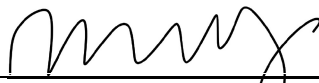
STUART KANE LLP

DATED: _____, 2025

BY: _____
ROBERT J. KANE
ATTORNEY FOR DEFENDANT
ACCENTCARE, INC.

FARNAES & LUCIO, APC

DATED: April 7, 2025

BY: 
MITCHELL J. MURRAY
ATTORNEY FOR PLAINTIFF MARK
TAYLOR AND SETTLEMENT CLASS

MOON LAW GROUP, PC

DATED: _____, 20

BY: _____
LILIT TER-ASTVATSATRYAN
ATTORNEY FOR PLAINTIFF
ANGELICA TRUJILLO AND
SETTLEMENT CLASS

Exhibit A

NOTICE OF PENDENCY OF A CLASS ACTION SETTLEMENT
Mark Taylor, et al. v. AccentCare, Inc.
San Diego County Superior Court, Case No. 37-2022-00004587-CU-OE-NC
Hon. Cynthia A. Freeland, Department N-27

To all individuals employed by AccentCare, Inc. (“**AccentCare**”) in the State of California in non-exempt positions at any time during the period of April 1, 2022, through and including January 3, 2025.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT. AS DISCUSSED IN GREATER DETAIL BELOW IN SECTION E, YOUR OPTIONS INCLUDE:

1. DO NOTHING: If you do nothing in response to this Notice and the Court grants final approval of the Settlement, you will receive a Settlement Award, you will be bound by the terms of the Settlement, and you will be deemed to have released the Settlement Class Members’ Released Claims against the Released Parties.

2. REQUEST EXCLUSION: If you do not wish to participate in the class action aspects of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by [REDACTED], 2025.

3. OBJECT: You may object to the Settlement of the Class Claims by mailing a Notice of Objection to the Settlement Administrator postmarked no later than [REDACTED], 2025. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection. The Final Approval Hearing is scheduled for [REDACTED], 2025, at [REDACTED] a.m., in Department N-27 at the Superior Court of California for the County of San Diego, 325 South Melrose Drive, Vista, CA 92081.

A. WHAT IS THIS NOTICE ABOUT?

A settlement agreement (the “**Settlement**”) has been reached between Plaintiffs Mark Taylor and Angelica Trujillo (collectively, “**Plaintiffs**”) and AccentCare in a lawsuit (the “**Action**”) pending in the Superior Court for the County of San Diego (the “**Court**”). Plaintiffs are pursuing the Action on a class action basis on behalf of themselves and all current and former non-exempt employees who worked for AccentCare in California at any time from April 1, 2022 until January 3, 2025 (the “**Settlement Class Members**” or “**Settlement Class**”). Plaintiffs are also seeking civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“**PAGA**”), on behalf of themselves, the State of California, and all current and former non-exempt employees who worked for AccentCare in California from December 1, 2020 to January 3, 2025 (the “**Aggrieved Employees**”).

The Court has preliminarily approved the Settlement and conditionally certified the Settlement Class for purposes of the Settlement only. You have received this notice because AccentCare’s records indicate that you are a Class Member. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with

the Settlement, including how you can participate in the Settlement, opt out of the Settlement, or object to the Settlement. Unless you submit a timely and valid Request for Exclusion, the Settlement will be binding upon you if and when it is approved by the Court.

B. WHAT IS THIS LAWSUIT ABOUT?

In the Action, Plaintiffs allege that AccentCare engaged in unfair competition; failed to pay for all hours worked including for non-productive time and rest periods; failed to pay overtime wages including due to failure to accurately calculate the regular rate of pay; failed to provide meal periods and to pay meal period premiums at the correct regular rate of pay; failed to provide rest periods, to separately compensate for rest periods, and to pay rest period premiums at the correct regular rate of pay; failed to pay sick pay wages at the correct regular rate of pay; failed to provide accurate wage statements; failed to reimburse business expenses; and failed to timely pay wages during and at the end of employment including paid time off. Plaintiffs seek recovery of damages, statutory penalties, interest, and restitution resulting from these alleged violations.

Plaintiffs also seek recovery of civil penalties under PAGA for these alleged violations.

AccentCare denies all of Plaintiffs' allegations. Specifically, AccentCare contends, among other things, that its policies and practices do not violate the California Labor Code; a class could not be appropriately certified in the Action; and, if a class were certified, Plaintiffs' claims fail as a matter of law.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome in litigation, Plaintiffs and AccentCare agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by AccentCare that Plaintiffs' claims in the Action have merit or that AccentCare has any liability to Plaintiffs or Class Members. On the contrary, AccentCare denies any and all such liability.

C. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Gross Settlement Amount:** AccentCare will pay \$1,750,000 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement, which shall include all amounts paid for the Class Representative Enhancement Payments to Plaintiffs, Class Counsel's attorneys' fees and costs, the Settlement Administration costs, the PAGA Amount to resolve Plaintiffs' claim for civil penalties, and the Settlement Awards to Participating Class Members.
2. **Plaintiffs' Enhancement Payments:** Plaintiffs will seek approval from the Court for a payment of \$5,000 each in recognition of their work in prosecuting the Action, in undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Action, and for the General Release that Plaintiffs are providing to AccentCare and the Released Parties as part of the Settlement. If awarded by the Court, these Enhancement Payments will be paid out of the Gross Settlement Amount.
3. **Class Counsel's Attorneys' Fees Award:** The attorneys prosecuting the Action, Farnes & Lucio, APC and Moon Law Group, PC (collectively, "**Class Counsel**"), will request up to \$583,333

(representing one-third of the Gross Settlement Amount) for their attorneys' fees incurred in connection with their work in the Action. AccentCare's payment of the Class Counsel's attorneys' fees constitutes full and complete compensation for all legal fees of all attorneys representing Plaintiffs in the Action and all work done through the completion of the Action, whatever date that may be. Class Members are not required to pay Class Counsel for any other attorneys' fees under the Settlement. If awarded by the Court, Class Counsel's attorneys' fees will be paid out of the Gross Settlement Amount.

4. **Class Counsel Costs Award:** Class Counsel will also request up to \$55,000 for litigation costs and expenses incurred in connection with their work in the Action. AccentCare's payment of the Class Counsel Costs Award constitutes full and complete compensation for all costs and expenses of all attorneys representing Plaintiffs in the Action. Class Members are not required to pay Class Counsel for any costs or expenses under the Settlement. If awarded by the Court, Class Counsel costs award will be paid out of the Gross Settlement Amount.
5. **Settlement Administration Costs:** The reasonable costs of administering the Settlement, up to a maximum of \$45,000, will be paid out of the Gross Settlement Amount. The Court has appointed Apex Class Action Administration to act as an independent Settlement Administrator for purposes of administering this Settlement.
6. **PAGA Distribution Amount:** \$90,000 of the Gross Settlement Amount has been allocated to PAGA civil penalties. 75% of such penalties, or \$67,500, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$22,500, will be payable to the Aggrieved Employees pursuant to California law.
7. **Net Settlement Amount:** The Net Settlement Amount shall be what remains of the Gross Settlement Amount after deductions are made for the Plaintiffs' Enhancement Payments, Class Counsel's attorneys' fees award, the Class Counsel's costs award, the Settlement Administration costs, and the PAGA Amount. Assuming the Enhancement Payments are \$5,000 each, the Class Counsel attorneys' fees award is \$583,333, Class Counsel's costs award is \$55,000, the Settlement Administration costs are \$45,000, and the PAGA Amount is \$90,000, then the Net Settlement Amount shall be **\$966,666.68**.
8. **Class Member Settlement Awards:** AccentCare will pay the Net Settlement Amount to Participating Class Members based on the following formulas:

Payments to Settlement Class Members paid on a pay-per-visit basis: Fifty percent (50%) of the Net Settlement Amount will be distributed to participating Settlement Class Members who were paid on a pay-per-visit basis ("PPV Settlement Class Members") based on his/her proportionate number of workweeks worked for AccentCare as a non-exempt employee in California during the Class Period and paid on a pay-per-visit basis ("PPV Workweeks"), by multiplying 50% of the Net Settlement Amount by a fraction, the numerator of which is the participating PPV Settlement Class Member's number of workweeks, and the denominator of which is the total number of workweeks worked by all participating PPV Settlement Class members.

Payments to Settlement Class Members paid on an hourly basis: Fifty percent (50%) of the Net Settlement Amount will be distributed to participating Settlement Class Members paid on an hourly basis ("Hourly Settlement Class Members") based on his/her proportionate number of workweeks worked for AccentCare as a non-exempt employee in California during the Class Period and paid on an hourly basis ("Hourly Workweeks"), by multiplying 50% of the Net Settlement Amount by a fraction, the numerator of which is the participating Hourly Settlement Class Member's number of workweeks, and the denominator of which is the total number of workweeks worked by all participating Hourly Settlement Class Members.

The Class Member Settlement Awards will be allocated: 20% wages subject to deduction for employee-side employment taxes and withholdings, and IRS Form W-2 reporting; and 80% as penalties, interest, and reimbursement of expenses, and will be subject to IRS Form 1099 reporting.

9. The Enhancement Payments, Class Counsel's attorneys' fees award, Class Counsel's costs award, Settlement Administration costs, PAGA Amount, and Class Member Settlement Awards will be paid after the Court enters a Final Approval Order and Judgment, all time to appeal or challenge the Final Approval Order and Judgment has lapsed, and the Final Approval Order and Judgment remains enforceable (*i.e.*, the "**Effective Date**").
10. If the Court does not grant final approval of the Settlement or if the Settlement does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor AccentCare will have further obligations under the Settlement, including any obligation by AccentCare to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Enhancement Payments, Class Counsel attorneys' fees award, Class Counsel costs award, or Settlement Administration costs will not render the Settlement null and void.

D. HOW MUCH WILL I RECEIVE IF I PARTICIPATE IN THE CLASS SETTLEMENT?

AccentCare's records indicate that: (1) during the Class Period (*i.e.*, April 1, 2022 through January 3, 2025), you worked a total of [REDACTED] workweeks for AccentCare in California as a [Pay-Per-Visit Employee or Hourly-Paid Employee] [and a total of [REDACTED] workweeks for AccentCare in California as a [Pay-Per-Visit Employee or Hourly-Paid Employee]. Based on this information, it is estimated that your Class Member Settlement Award will be approximately \$ [REDACTED] .

AccentCare's records indicate that: (1) during the PAGA Period (*i.e.*, between December 1, 2020 through January 3, 2025), you worked a total of [REDACTED] workweeks for AccentCare in a non-exempt position in California. Based on this information, it is estimated that your share of the PAGA Amount will be approximately \$ [REDACTED] .

The actual amounts you will receive may be different and will depend on a number of factors.

E. WHAT CLAIMS ARE RELEASED?

If you do not request to be excluded from the class action aspects of the Settlement, you will be a Participating Class Member and be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the "Settlement Class Members Released Claims" in this Settlement. "**Released Parties**" means AccentCare, its past, present, and future affiliated and otherwise related companies, and its and their owners, shareholders, past and present officers, directors, employees, and agents, successors, and assigns. If you are an Aggrieved Employee, you will still receive a payment for your share of the PAGA Amount and be bound by the PAGA Released Claims described below, even if you request to be excluded from the class action aspects of the Settlement. You cannot request exclusion from the PAGA portion of the Settlement.

Settlement Class Member Released Claims: Upon the Effective Date and AccentCare's funding of the Gross Settlement Amount, Plaintiffs and Participating Class Members will fully and irrevocably release the

Released Parties from the Settlement Class Members' Released Claims, as defined below, in exchange for the consideration provided by this Settlement.

"Settlement Class Members' Release Claims" means from all claims, demands, rights, liabilities and causes of action, whether known or unknown, that were asserted in the LWDA letters, or were pled in the Amended Class Action Complaint, or which could have been pled in the Amended Class Action Complaint based on the factual allegations therein, that arose during the Class Period ("Settlement Class Members' Released Claims") with respect to the following claims: (i) failure to pay minimum wages including for non-productive time and rest periods; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to timely pay final wages at the time of termination of employment, including paid time off; (vii) failure to provide itemized wage statements; and (viii) unfair business practices based on these claims. The release shall include claims arising under California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1182.12, 2802, the California Wage Orders, and Business & Professions Code section 17200, et seq. based on the same California Labor Code sections. **All Settlement Class Members' Released Claims are released for the Class Period (April 1, 2022 through January 3, 2025).**

PAGA Released Claims: Upon the Effective Date and AccentCare's funding of the Gross Settlement Amount, Plaintiffs, the State of California, and Aggrieved Employees will fully and irrevocably release the Released Parties from the PAGA Released Claims, as defined below, in exchange for the PAGA Amount provided by this Settlement.

"PAGA Claims" all claims for PAGA penalties that were asserted in the LWDA letters, or were pled in the Amended Class Action Complaint, or which could have been pled in the Amended Class Action Complaint based on the factual allegations therein, that arose during the PAGA Period ("PAGA Released Claims") with respect to the following claims: (i) failure to pay minimum wages including for non-productive time and rest periods; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to timely pay final wages at time of termination of employment, including paid-time-off; and (vii) failure to provide itemized wage statements. The release shall include claims for PAGA penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1182.12, and 2802. **All Released PAGA Released Claims are released for the PAGA Period (December 1, 2020 through January 3, 2025).**

F. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. Unless you submit a valid and timely Request for Exclusion from the class action aspects of the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Settlement Class Members' Released Claims against the Released Parties described above. You will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses. If you are an Aggrieved Employee, you will still receive a PAGA payment and be bound by the release of the PAGA Released Claims described above, even if you request to be excluded from the class action aspect of the Settlement.

2. **Objecting to the Settlement:** You may object to the class action aspects of the Settlement by mailing a written Notice of Objection to the Settlement Administrator postmarked no later than [redacted], 2025 (the “**Response Deadline**”).

MAIL YOUR OBJECTION TO:

[Settlement Administrator]
[Address of Settlement Administrator]

To be valid, any written objection must: (a) contain your full name, address and last four digits of your social security number; (b) state the case name and number, *Taylor v. AccentCare, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2022-00004587-CU-OE-NC; the basis for the objection; and whether you intend to appear at the Final Approval Hearing; and (c) be signed by you. If the Notice of Objection does not contain the information listed in (a)-(c) or is not mailed to the Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of Objection. The date of the postmark on the service mailing envelope for the Settlement Administrator shall be the exclusive means used to determine whether a Notice of Objection has been timely served on the Settlement Administrator. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection.

3. **Excluding Yourself from the Settlement:** If you do not wish to participate in the class action aspects of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by the Response Deadline. Any Request for Exclusion must: (a) contain your full name, address, and last four digits of your social security number; (b) be signed by you; and (c) state in substance: “I wish to exclude myself from the Settlement in the *Taylor v. AccentCare, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2022-00004587-CU-OE-NC.” If the Request for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to a Class Member Payment and will not be bound by the release of the Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement.

If you choose to submit a Request for Exclusion, send your Request for Exclusion to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address of Settlement Administrator]

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline you shall be deemed a Participating Class Member and will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in this Action. There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

If you are an Aggrieved Employee, you will still receive a PAGA payment and be bound by the release of the Released PAGA Claims described above, even if you request to be excluded from the class action aspects of the Settlement.

G. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [REDACTED], 2024, at [REDACTED] : [REDACTED] .m., in Department N-27 at the Superior Court of California for the County of San Diego, 325 South Melrose Drive, Vista, CA 92081, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Plaintiffs' Enhancement Payments, Class Counsel's attorneys' fees award, Class Counsel's costs award, PAGA Amount, and Settlement Administration costs.

The Final Approval Hearing may be postponed without further notice to Class Members. **It is not necessary for you to appear at this hearing, but you may appear at the hearing and be heard.** Class Members are advised to contact the Settlement Administrator or check the Court's online Register of Actions at <https://odyroa.sdcourt.ca.gov/Cases> to confirm the hearing date has not been changed.

Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website ([REDACTED]). Notice of the Court's final judgment will also be posted on the Settlement Administrator's website.

H. GETTING MORE INFORMATION

This is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may examine the full Settlement Agreement by visiting the Settlement Administrator's website at [REDACTED]; accessing the Court's docket in the Action through the Court's online Register of Actions at <https://odyroa.sdcourt.ca.gov/Cases>; contacting the Settlement Administrator at Tel: (XXX) XXX-XXX; or contacting Class Counsel at:

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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

By Order of the Court

Dated: [REDACTED], 2025.