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8 Attorneys for Plaintiff Malayasia Lewis, individually
and on behalf of others similarly situated,
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 MALAYASIA LEWIS, individually, and on
behalf of others similarly situated,

13 Plaintiff,

14 vs.

15 EASTERSEALS NORTHERN CALIFORNIA;
16 EASTER SEALS, INC. DBA EASTERSEALS;
17 CATALIGHT FOUNDATION;
18 BEHAVIORAL HEALTH PROVIDER
NETWORK, LLC; XOLV TECHNOLOGY
19 SOLUTIONS; and DOES 1 through 25,
inclusive,

20 Defendants.
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FILED
Superior Court of California
County of Alameda
12/04/2025
Clad Flake, Executive Officer / Clerk of the Court
By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

Case No.: 24CV060401

~~Honorable Michael Markman~~
Department 18

~~[REVISED PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 3, 2025
Time: 1:30 p.m.
Dept.: 18

Complaint Filed: January 17, 2024
FAC Filed: September 15, 2025
Trial Date: Not Set

1 **[REVISÉD PROPOSED] ORDER**

2 On December 3, 2025 at 1:30 p.m. in Department 18 of the above-captioned Court located at
3 1221 Oak Street, Oakland, California 94612, Plaintiff Malayasia Lewis' ("Plaintiff") Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the
5 Honorable ~~Michael Markman~~ ~~U.S. District Judge~~ ~~Michael Markman~~.

6 The Court, having carefully considered the papers, argument of counsel, and all matters
7 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
8 Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED THAT:**

10 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
11 Settlement and Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement
12 (together, the "Settlement" or "Settlement Agreement") attached as Exhibits 3a & 3b to the
13 Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
15 within the range of possible approval as fair, adequate, and reasonable.

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
20 reasonable. It appears to the Court that extensive investigation and research have been conducted such
21 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
22 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
23 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
24 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
25 non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
28 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
Settlement Agreement, appear to be within the range of reasonableness of a settlement that could

1 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
2 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
3 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
4 when balanced against the probable outcome of further litigation relating to certification, liability, and
5 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
7 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
8 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
9 (b) common questions of law and fact predominate, and there is a well-defined community of interest
10 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
11 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
12 protect the interests of the members of the Class; (e) a class action is superior to other available
13 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
14 counsel for Plaintiff in her individual capacity and as the representative of the Class.

15 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
16 follows:

17 All hourly or non-exempt employees employed by Defendants within the State of
18 California at any time during the Class Period.

19 (The Class Period is defined as the period from January 17, 2020 through May 8,
20 2025.)

21 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,
22 Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for
23 the Class ("Class Counsel").

24 8. The Court provisionally appoints Plaintiff Malaysia Lewis as the representative of the
25 Class ("Class Representative").

26 9. The Court provisionally appoints Apex Class Action, LLC to handle the administration
27 of the Settlement ("Settlement Administrator").

28 10. Within twenty-one (21) calendar days after entry of this Order, Defendants will provide
the Settlement Administrator with the following information about each Class Member: (1) full name,

1 (2) last known mailing address, (3) Social Security number, (4) dates worked for Defendants during
2 the Class Period, (5) Workweeks worked for Defendants during the Class Period, and (6) Pay Periods
3 worked for Defendants during the PAGA Period (if applicable) (collectively referred to as the “Class
4 List”) in conformity with the Settlement Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
6 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
7 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
8 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
9 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
10 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
11 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
12 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
13 The Court further finds that distribution of the Class Notice substantially in the manner and form set
14 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
15 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
16 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
17 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven
18 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
19 Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
23 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
24 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
25 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
26 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
27 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
28 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not

1 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
2 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
3 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
4 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
5 bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on **April 8, 2026 at 1:30 p.m.**
7 in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA
8 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed
9 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
10 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
11 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
12 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
13 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
14 Settlement Administration Costs, and allocation for the PAGA Amount.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
16 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
17 appropriate declarations and supporting evidence, including the Settlement Administrator's
18 declaration, by **March 16, 2026**, to be heard at the Final Approval Hearing.

19 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
20 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
21 Objection must be signed and must contain the information that is required, as set forth in the Class
22 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
23 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
24 regardless of whether they have submitted a Notice of Objection.

25 16. In the event the Settlement does not become effective in accordance with the terms of
26 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
27 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
28 the parties shall revert back to their respective positions as of before entering into the Settlement

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EXHIBIT 1

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 *Malayasia Lewis v. Easterseals Northern California, et al.*

3 Superior Court of California for the County of Alameda, Case Nos. 24CV060401 and 24CV067883

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

5 **You have received this Class Notice because Defendants’ records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

6 **You do not need to take any action to receive a settlement payment.**

7 **This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

8 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Malayasia Lewis (“Plaintiff”) and Defendants Easterseals Northern California, Easter Seals, Inc. dba Easterseals, Catalight Foundation, Behavioral Health Provider Network, LLC, and Xolv Technology Solutions (collectively “Defendants”) (together, Plaintiff and Defendants are referred to as the “Parties”) in the cases entitled *Malayasia Lewis v. Easterseals Northern California, et al.*, Alameda County Superior Court, Case Nos. 24CV060401 and 24CV067883 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on April 8, 2026 at 1:30 p.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

9 **I. IMPORTANT DEFINITIONS**

10 “Class” or “Class Member(s)” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the Class Period.

11 “Class Period” means the period from January 17, 2020, through May 8, 2025.

12 “Class Settlement” means the settlement and resolution of all Released Class Claims.

13 “PAGA Employee(s)” means all hourly or non-exempt employees employed by Defendants within the State of California at any time during the PAGA Period.

14 “PAGA Period” means the period from January 8, 2023, through May 8, 2025.

15 “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

16 **II. BACKGROUND OF THE ACTION**

17 On January 8, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On January 17, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action (“Class Action Complaint”). On March 14, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* in the action entitled *Lewis v. Easterseals Northern California, et al.*, Alameda County Case No. 24CV067883 (the “PAGA Complaint”). (The Class Action Complaint, the PAGA Complaint, and the PAGA Letter together are referred to collectively herein as the “Litigation”).

18 Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and

1 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys
2 General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among
3 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
4 restitution, penalties, interest, and attorneys’ fees and costs.

5 Defendants deny all of the allegations in the Litigation or that it violated any law.

6 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
7 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and
8 Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement (together, the “Settlement” or
9 “Settlement Agreement”).

10 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
11 Court has appointed Apex Class Action, LLC as the administrator of the Settlement (“Settlement
12 Administrator”), Plaintiff Malayasia Lewis as representative of the Class (“Class Representative”), and the
13 following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

14 Jonathan M. Genish
15 Barbara DuVan-Clarke
16 Danielle GruppChang
17 P.J. Van Ert
18 Annabel Blanchard
19 **Blackstone Law, APC**
20 8383 Wilshire Boulevard, Suite 745
21 Beverly Hills, California 90211
22 Tel: (310) 622-4278 / Fax: (855) 786-6356

23 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
24 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
25 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
26 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
27 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have
28 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound
to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
intended or will be construed as an admission by Defendants that the claims in the Litigation have merit or that
Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and
their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of
continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class
Members, the State of California, and PAGA Employees.

23 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

24 **A. Settlement Formula**

25 The total gross settlement amount is Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00) (the
26 “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class
27 Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross
28 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees,
in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$332,500.00), and
reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero
Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand
Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services as Class Representative; (3) the amount of Fifty
Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys

1 General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and
2 the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4)
3 Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00)
4 to the Settlement Administrator.

5 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
6 Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked
7 as an hourly or non-exempt employee for Defendants in California during the Class Period (“Workweeks”).
8 The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members
9 to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the
10 Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be
11 entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do
12 not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final
13 Individual Settlement Payment.

14 Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on
15 an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported
16 on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the
17 employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual
18 Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).
19 The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement
20 Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement
21 Amount.

22 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the
23 PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA
24 Employee worked as an hourly or non-exempt employee for Defendants in California during the PAGA Period
25 (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the
26 PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and
27 multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA
28 Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject
to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement
Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on
file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct,
or if you move after you receive this Class Notice, you must provide your correct mailing address to the
Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled
to under the Settlement.**

Each Individual Settlement Payment check and Individual PAGA Payment check will be valid and negotiable
for 180 days from the date the checks are issued, and thereafter, shall be cancelled. Any funds associated with
such cancelled checks shall be distributed by the Settlement Administrator to Foundation for Advocacy and
Inclusion (“FAIR”).

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants’ Records

According to Defendants’ records:

- **From January 17, 2020, through May 8, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From January 8, 2023, through May 8, 2025 (i.e., the PAGA Period), you are credited as**

1 **having worked [REDACTED] Pay Periods.**

2 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
3 writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the
4 case name and number of the Class Action (*Lewis v. Easterseals Northern California, et al.*, Case No.
5 24CV060401); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of
6 your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods
7 credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement
8 Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response
9 Deadline]**.

10 **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if
11 applicable)**

12 As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable)
13 is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

14 **Under the terms of the Settlement, your Individual Settlement Share is estimated to be
15 \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s
16 share of taxes and withholdings with respect to the wages portion of the Individual
17 Settlement Share and will only be distributed if the Court approves the Settlement and
18 after the Settlement goes into effect.**

19 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be
20 \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the
21 Settlement goes into effect.**

22 The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
23 PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
24 Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

25 **D. Release of Claims**

26 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
27 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
28 discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with
respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged
based on the factual allegations in the Class Action Complaint, arising during the Class Period, under any
federal, state, or local law, and shall specifically include claims for Defendants’ alleged (1) failure to pay
minimum wages, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages not timely
paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure to reimburse
necessary business expenses, (9) violation of Business & Professions Code section 17200, *et seq.*, (10) failure
to pay all regular rate wages (including sick leave pay), (11) failure to pay sick or vacation pay, (12) failure to
maintain complete and accurate payroll records, in violation of California Labor Code Sections 201, 202, 203,
204, 210, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, and all claims for
attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions
Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the
Class Members.

1 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
2 Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
3 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto,
4 for Defendants’ alleged failure to pay overtime and minimum wages, pay all regular wages, including sick pay
5 and vacation pay, provide compliant meal and rest periods and associated premium payments, timely pay wages
6 during employment and upon termination, provide compliant wage statements, maintain complete and accurate
7 payroll records, and reimburse necessary business-related expenses in violation of California Labor Code
8 Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
9 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

10 “Released Parties” means Defendants and their current and former officers, directors, members, insurers,
11 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

12 **E. Attorneys’ Fees and Costs to Class Counsel**

13 Class Counsel will seek attorneys’ fees in an amount not to exceed Thirty-Five Percent (35%) of the Gross
14 Settlement Amount (i.e., \$332,500.00) and reimbursement of litigation costs and expenses in an amount not to
15 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”),
16 subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the
17 Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff, Class
18 Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and
19 has been paying all litigation costs and expenses.

20 **F. Enhancement Payment to Plaintiff**

21 Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”),
22 in recognition of her services in connection with the Litigation. The Enhancement Payment will be paid from
23 the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in
24 addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the
25 Settlement.

26 **G. Settlement Administration Costs to Settlement Administrator**

27 Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents
28 (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration
process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing
Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement
Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax
forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the
Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be

1 included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by
2 the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you
will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

3 As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment
4 of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will
be responsible for your own attorney's fees and expenses.

5 **B. Request Exclusion from the Class Settlement**

6 Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for
7 Exclusion") to the Settlement Administrator, at the following address:

8 [Settlement Administrator]

[Mailing Address]

9 A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Malayasia Lewis v.*
10 *Easterseals Northern California, et al.*, Case No. 24CV060401); (b) contain your full name, signature, address,
11 telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish
to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the
specified address above, postmarked **on or before [Response Deadline]**.

12 If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request
13 for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement
14 (and the release of Released Class Claims described in Section III.D above), and will not have any right to object
15 to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request
16 for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement,
including those pertaining to the release of claims described in Section III.D above, as well as any judgment that
may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the
release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA
Payment, irrespective of whether they submit a Request for Exclusion.

17 **C. Object to the Class Settlement**

18 You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting
a written objection ("Notice of Objection") to the Settlement Administrator.

19 The Notice of Objection must: (a) contain the case name and number of the Class Action *Malayasia Lewis v.*
20 *Easterseals Northern California, et al.*, Case No. 24CV060401); (b) contain your full name, signature, address,
21 telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of
all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any
22 papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before**
[Response Deadline].

23 You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you
24 have submitted a Notice of Objection.

25 **V. FINAL APPROVAL HEARING**

26 The Court will hold a Final Approval Hearing in Department 18 of the Alameda County Superior Court, located
27 at 1221 Oak Street, Oakland, California 94612, on April 8, 2026, at 1:30 p.m., to determine whether the
Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve
28 and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement
Administration Costs to the Settlement Administrator.

1 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA
2 Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you
wish to.

3 To request permission to appear remotely via Zoom for the hearing, visit
4 <https://www.alameda.courts.ca.gov/divisions/civil> and review the Remote Appearance Instructions available
in a link to a pdf document on that page.

5
6 **VI. ADDITIONAL INFORMATION**

7 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the
8 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on
file with the Court.

9 You may view the Settlement Agreement and other documents filed in the Litigation by visiting
10 <https://www.alameda.courts.ca.gov/>, selecting the “Online Services” dropdown menu, clicking on eCourt Public
Portal, and creating a free account. Once you are logged in, you can search the case number 24CV060401 for
information and documents related to the Litigation.

11 You may also visit the Settlement Administrator’s website at www.apexclassaction.com for key documents in
the Litigation.

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

14 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT
15 THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS
16 COUNSEL.**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 3, 2025, I served a copy of the following document(s):

- **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties as follows:

Hieu T. Williams
 Michelle C. Freeman
HIRSCHFELD KRAEMER LLP
 456 Montgomery St, Ste 2200
 San Francisco, CA 94104-1255
 Tel: (415) 835-9000 / Fax: (415) 834-0443
 Emails:
 hwilliams@hkemploymentlaw.com;
 mfreeman@hkemploymentlaw.com
 qdaniels@hkemploymentlaw.com

Attorneys for Defendants Easterseals
 Northern California; Easter Seals, Inc. dba
 Easterseals.

BY ELECTRONIC MAIL (E-MAIL): I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

BY ONLINE SUBMISSION: The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on December 3, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
 Lorena Bautista