

Taras Kick (Cal. SBN 143379)

[taras@kicklawfirm.com](mailto:taras@kicklawfirm.com)

Karen L. Wallace (SBN 272309)

[karen@kicklawfirm.com](mailto:karen@kicklawfirm.com)

Greg Taylor (SBN 315128)

[greg@kicklawfirm.com](mailto:greg@kicklawfirm.com)

**THE KICK LAW FIRM, APC**

815 Moraga Drive

Los Angeles, California 90049

Telephone: (310) 395-2988

Facsimile: (310) 395-2088

Attorneys for Plaintiffs SHIRLEY GOEMAAT  
and REHANA BALUCH, individually, and on  
behalf of all others similarly situated and  
aggrieved

Steven C. Amundson, Esq. (Cal. SBN 218507)

[sca@manningllp.com](mailto:sca@manningllp.com)

Alina Sookasian, Esq. (Cal. SBN 311837)

[aws@manningllp.com](mailto:aws@manningllp.com)

**MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP**

801 South Figueroa Street, 15th Floor

Los Angeles, California 90017

Telephone: (213) 624-6900

Facsimile: (213) 624-6999

Attorneys for Defendant ORANGE COUNTY  
ASSOCIATION FOR MENTAL HEALTH,  
a California Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

SHIRLEY GOEMAAT and REHANA  
BALUCH, individually, and on behalf of  
others similarly situated and aggrieved,

Plaintiffs,

vs.

ORANGE COUNTY ASSOCIATION FOR  
MENTAL HEALTH, a California Corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter  
Wilson, Dept. CX102]*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION SETTLEMENT**

Complaint filed: October 21, 2019

FAC filed: June 12, 2020

Trial date: None set

1 **[PROPOSED] ORDER**

2 Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement  
3 ("Motion") came on for hearing before this Court on August 4, 2022, at 2:00 p.m. The Court, having  
4 reviewed the Motion and declarations filed in support thereof, including the Stipulation of  
5 Coordinated Class and Representative Action Settlement ("Agreement") attached as Exhibit A, the  
6 parties' Amendment to the Agreement ("Amendment") attached as Exhibit B, the Notice of Class and  
7 Representative Action Settlement ("Class Notice") attached as Exhibit C, and a certified Spanish  
8 translation of the Class Notice attached as Exhibit D, and for good cause shown, the Court hereby  
9 ORDERS as follows:

10 1. The Court GRANTS preliminary approval of the settlement as set forth in the  
11 Agreement, as amended, and finds the terms to be within the range of reasonableness of a settlement  
12 that ultimately could be granted final approval by the Court at the Final Approval Hearing. For  
13 purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a  
14 sufficiently well-defined community of interest among the Class in questions of law and fact.  
15 Therefore, for settlement purposes only, the Court grants conditional certification of the following  
16 "Class" defined as follows:

17 All current or former non-exempt employees of Defendant employed in the State of  
18 California at any time from October 21, 2015 to March 31, 2021 ("Class Period")

19 2. The Court notes further that the PAGA component of the proposed Settlement and  
20 Release shall potentially bind the State of California with respect to the following persons:

21 All current or former non-exempt employees of Defendant employed in the State of  
22 California at any time from February 7, 2019 to March 31, 2021 ("PAGA Period")

23 3. For settlement purposes only, the Court designates Plaintiff Shirley Goemaat and  
24 Plaintiff Rehana Baluch as Class Representatives.

25 4. For settlement purposes only, the Court appoints Taras Kick and Karen L. Wallace of  
26 The Kick Law Firm, APC as Class Counsel.

27 5. The Court appoints Simpluris, Inc. as the Settlement Administrator.  
28

1           6.       A Final Approval Hearing on the question of whether the proposed Settlement should  
2 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in  
3 Department CX102 of this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California  
4 92701, on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

5           7.       At the Final Approval Hearing, the Court will consider among other things: (a)  
6 whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether  
7 a judgment granting final approval of the settlement should be entered; and (c) whether Plaintiffs'  
8 application for Class Representative Service Awards and an award of attorney's fees and costs should  
9 be granted.

10          8.       Counsel for the parties shall file memoranda, declarations, or other statements and  
11 materials in support of their request for final approval and an award of attorneys' fees and costs at  
12 least sixteen (16) court days before the Final Approval Hearing.

13          9.       The Court approves, as to form and content, the Class Notice attached as Exhibit C.  
14 The Court also approves the certified Spanish translation of the Class Notice attached as Exhibit D.

15          10.      The Court finds that the forms of notice to the Class regarding the pendency of the  
16 action and of the proposed Settlement and the methods of giving notice to Class Members constitute  
17 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to  
18 all Class Members. They comply fully with the requirements of California Code of Civil Procedure  
19 section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769,  
20 the California and United States Constitutions and other applicable law.

21          11.      The Court further approves the procedures, as set forth in the Agreement and the Class  
22 Notice, as amended, for Class Members to opt out of or object to the proposed Settlement or to dispute  
23 assigned Workweek or PAGA Pay Period credits.

24          12.      The Court preliminarily approves the following disbursements, as set forth in the  
25 Agreement: 1) a "PAGA Payment" in the amount of Twenty Thousand Dollars (\$20,000), payable  
26 from the Gross Settlement Amount ("GSA") to the LWDA and PAGA Members, of which seventy-  
27 five percent (75%) shall be distributed to the LWDA and twenty-five percent (25%) to PAGA  
28 Members on a pro rata basis; 2) "Settlement Administration Costs" in an amount not to exceed Ten

1 Thousand Dollars (\$10,000), payable from the GSA and due to the Settlement Administrator for the  
2 Settlement Administrator's administration of the notice and distribution process pursuant to the  
3 Agreement and this Court's orders; 3) "Service Awards" in an amount not to exceed Ten Thousand  
4 Dollars (\$10,00), made payable to each Plaintiff, for a total of Twenty Thousand Dollars (\$20,000),  
5 payable from the GSA, separate from any Individual Settlement Payment and Individual PAGA  
6 Payment, for Plaintiffs' efforts and risks in bringing and resolving the action; 4) a "Class Counsel Fee  
7 Award" in the amount of Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-  
8 Three Cents (\$58,333.33) or one-third (1/3) of the GSA, whichever is greater, payable from the GSA  
9 and due to Class Counsel as reasonable attorneys' fees for litigating and resolving the action; and 5)  
10 a "Class Counsel Cost Award" in an amount not to exceed Fifteen Thousand Dollars (\$15,000),  
11 payable from the GSA and due to Class Counsel for reimbursement of reasonable litigation expenses  
12 incurred.

13 13. The Parties are ordered to carry out the proposed Settlement according to the terms of  
14 the Agreement. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
15 connection with the administration of the Settlement that are not materially inconsistent with either  
16 this Order or the terms of the Agreement.

17 14. Pending the Final Approval Hearing, all proceedings in the action, other than those  
18 necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

19 15. The Court orders the following Implementation Schedule for further proceedings:  
20

| Event                                                                                        | Timing                                                                                    |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Last day for Defendant to provide Class List Information to Settlement Administrator.        | _____ [date]<br>(Seven (7) days after preliminary approval)                               |
| Last day for Settlement Administrator to mail Class Notice to Class Members ("Notice Date"). | _____ [date]<br>(14 days after receipt of Class List; 21 days after preliminary approval) |
| Last day for Class Members to postmark or submit Opt-Out Requests, Objections or             | _____ [date]                                                                              |

|    |                                                                                                                                                                               |                                                                       |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1  | Workweek/PAGA Pay Period Disputes to the Settlement (“Response Deadline”).                                                                                                    | (60 days after Class Notice Mailing Date; 81                          |
| 2  |                                                                                                                                                                               | days after preliminary approval)                                      |
| 3  | Last day for Settlement Administrator to provide Parties with list of all Class Members who submitted valid Opt-Out Request, Objections or Workweek/PAGA Pay Period Disputes. | _____ [date]                                                          |
| 4  |                                                                                                                                                                               | (10 days after Response Deadline; 91 days after preliminary approval) |
| 5  |                                                                                                                                                                               |                                                                       |
| 6  | Last day for parties to file motion and supporting documents for final approval of class and representative action settlement with the Court and submit to the LWDA.          | _____ [date]                                                          |
| 7  |                                                                                                                                                                               | (16 court days before Final Approval Hearing)                         |
| 8  |                                                                                                                                                                               |                                                                       |
| 9  | Final Approval Hearing.                                                                                                                                                       | _____ [date] at                                                       |
| 10 |                                                                                                                                                                               | _____ [time]                                                          |
| 11 |                                                                                                                                                                               | (120 days after preliminary approval)                                 |

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE PETER WILSON  
JUDGE OF THE SUPERIOR COURT

## **Exhibit A**

Taras Kick (SBN 143379)  
[taras@kicklawfirm.com](mailto:taras@kicklawfirm.com)  
Karen L. Wallace (SBN 272309)  
[karen@kicklawfirm.com](mailto:karen@kicklawfirm.com)  
Jeffrey C. Bills (SBN 301629)  
[jeff@kicklawfirm.com](mailto:jeff@kicklawfirm.com)  
**THE KICK LAW FIRM, APC**  
815 Moraga Drive  
Los Angeles, California 90049  
Telephone: (310) 395-2988  
Facsimile: (310) 395-2088

Attorneys for Plaintiffs SHIRLEY GOEMAAT and  
REHANA BALUCH, individually, and on behalf of  
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Steven C. Amundson, Esq. (Cal. SBN 218507)  
[sca@manningllp.com](mailto:sca@manningllp.com)  
Alina Sookasian, Esq. (Cal. SBN 311837)  
[aws@manningllp.com](mailto:aws@manningllp.com)

**MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP**  
801 South Figueroa Street, 15th Floor  
Los Angeles, California 90017  
Telephone: (213) 624-6900  
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DOES 1 through 50, inclusive,  
Defendants.

Case No. 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter  
Wilson, Dept CX102]*

**STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION SETTLEMENT**

|               |                  |
|---------------|------------------|
| Action Filed: | October 21, 2019 |
| PAGA Notice:  | February 7, 2020 |
| FAC Filed:    | June 12, 2020    |
| Trial Date:   | None Set         |

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1 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 **I. INTRODUCTION AND MUTUAL INTENT TO SETTLE**

3 1. Stipulating Parties and the Action. This Stipulation of Class and Representative Action  
4 Settlement (“Settlement” or “Settlement Agreement”) is made by and between Plaintiffs Shirley Goemaat  
5 and Rehana Baluch (“Plaintiffs”) and Defendant Orange County Association of Mental Health  
6 (“Defendant”) (jointly, the “Parties”) in *Goemaat, et al., v. Orange County Association of Mental Health*,  
7 Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”).

8 2. Stipulating Parties’ Joint Statement of Purpose and Intent to Settle. The Parties intend that  
9 this Settlement Agreement, subject to Court approval, shall fully, finally, forever resolve, discharge, and  
10 settle this Action and have agreed to work diligently and cooperatively to present this Settlement  
11 Agreement to the Court so that it is finally approved and that the Action is finally adjudged.

12 **II. DEFINITIONS**

13 3. Action. “Action” means the putative class and representative action entitled *Goemaat, et*  
14 *al., v. Orange County Association of Mental Health*, Orange County Superior Court, Case No. 30-2019-  
15 01106371-CU-BT- CXC, filed on October 21, 2019.

16 4. Class. “Class” means all current and former non-exempt employees Defendant employed  
17 in the State of California at any time during the Class Period.

18 5. Class Counsel. “Class Counsel” means The Kick Law Firm, APC including Taras Kick  
19 Karen L. Wallace, and Jeffrey C. Bils.

20 6. Class Counsel Cost Award. “Class Counsel Cost Award” means the amount not exceeding  
21 fifteen thousand dollars and zero cents (\$15,000.00), payable from the Gross Settlement Amount and due  
22 to Class Counsel for reimbursement of Class Counsel’s reasonable litigation expenses incurred in  
23 litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall  
24 remain part of the Net Settlement Amount.

25 7. Class Counsel Fee Award. “Class Counsel Fee Award” means the amount of no less than  
26 fifty-eight thousand, three hundred thirty-three dollars and thirty-three cents (\$58,333.33) or one-third  
27 (1/3) of the Gross Settlement Amount, whichever is greater, payable from the Gross Settlement Amount  
28 and due to Class Counsel as reasonable attorneys’ fees for litigating and resolving the Action; if the Court

1 finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

2 8. Class List. “Class List” means a Microsoft Excel (or similar electronically manipulatable)  
3 spreadsheet containing the following information regarding each Class Member: (1) full name; (2) last  
4 known address; (3) last known telephone number; (4) social security number or taxpayer identification  
5 number; (5) start and end dates of employment as a non-exempt employee of Defendant in the State of  
6 California; (6) total Workweeks worked during the Class Period; (7) total PAGA Pay Periods worked  
7 during the PAGA Period; and (8) any other information the Settlement Administrator reasonably requires  
8 to carry out its settlement administration duties.

9 9. Class Member. “Class Member” means a current or former non-exempt employee of  
10 Defendant employed in the State of California at any time during the Class Period.

11 10. Class Notice. “Class Notice” means the Notice of Class and Representative Action  
12 Settlement, substantially in the form attached as **Exhibit 1**, summarizing this Settlement Agreement  
13 including its key terms, its binding nature, procedures for opting out of the Settlement and release of  
14 Released Claims that do not arise under PAGA, and the procedures for objecting to the Settlement.

15 11. Class Period. “Class Period” means the period commencing on October 21, 2015 and  
16 ending on March 24, 2021.

17 12. Class Representative Service Awards. “Class Representative Service Award” means an  
18 amount not to exceed ten thousand dollars and zero cents (\$10,00.00), made payable to each Plaintiff, for  
19 a total of twenty thousand dollars and zero cents (\$20,000.00). These amounts shall be paid from the Gross  
20 Settlement Amount, separate from any Individual Settlement Payment and Individual PAGA Payment,  
21 for Plaintiffs’ efforts and risks in bringing and resolving the Action. If the Court finally approves a lesser  
22 amount, then the difference shall remain part of the Net Settlement Amount.

23 13. Court. “Court” means the Superior Court of California for the County of Orange County  
24 and the judicial officer presiding over this matter.

25 14. Cy Pres Recipient. “Cy Pres Recipient” means Public Counsel, a non-profit organization  
26 who, among other things, provides pro bono legal services at sites in California, whom the Parties have  
27 agreed to request the Court appoint as the designated *cy pres* recipient of uncashed funds pursuant to this  
28 Settlement Agreement.

1           15.    Defendant. “Defendant” means Defendant Orange County Association of Mental Health,  
2 a California Corporation.

3           16.    Defendant’s Counsel. “Defendant’s Counsel” means Manning & Kass Ellrod, Ramirez,  
4 Trester LLP including Steven C. Amundson and Alina Sookasian.

5           17.    Effective Date. “Effective Date” means the later of the following dates: (i) sixty-five (65)  
6 days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the  
7 judgment has been filed; or (ii) five (5) day after the day when all appeals, writs or other challenges to the  
8 Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for  
9 the filing of any further appeals, writs or other challenges has lapsed.

10          18.    Employer’s Share of Payroll Taxes. “Employer’s Share of Payroll Taxes” means the  
11 amount of Defendant’s employer payroll tax obligations on the wage portion of Individual Settlement  
12 Payments including withholdings and contributions for federal, state, local taxes, and any similar tax or  
13 charge, payable from Defendant’s own accounts, separate from the Gross Settlement Amount, and due to  
14 the applicable governing authorities.

15          19.    Exhibits. “Exhibits” mean the four (4) exhibits attached to this Settlement Agreement  
16 including Exhibit 1 (draft Class Notice); Exhibit 2 (draft Preliminary Approval Order); Exhibit 3 (draft  
17 Final Approval Order); and Exhibit 4 (draft Final Judgment).

18          20.    Final Approval Hearing. “Final Approval Hearing” means the hearing the Court sets  
19 wherein Plaintiffs shall move the Court to find that the Settlement is fair, reasonable, and adequate and  
20 enter a Final Approval Order and Final Judgment.

21          21.    Final Approval Order. “Final Approval Order” means the Court’s order, substantially in  
22 the form attached as **Exhibit 3**, which shall, among other things, finally approve the fairness,  
23 reasonableness and adequacy of this Settlement Agreement.

24          22.    Final Judgment. “Final Judgment” means the Court’s judgment, substantially in the form  
25 attached as **Exhibit 4**, which shall, among other things, finally adjudge the Action as resolved pursuant to  
26 this Settlement Agreement and deeming it binding as provided herein.

27          23.    Gross Settlement Amount. “Gross Settlement Amount” means the non-reversionary  
28 amount of no less than one hundred seventy-five thousand dollars and zero cents (\$175,000.00) that

Defendant shall pay as monetary consideration in exchange for releases of the Released Claims including released PAGA Claims and that shall be used to establish a common settlement fund for: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service Awards; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement.

24. Gross Settlement Amount Escalator. “Gross Settlement Amount Escalator” means the conditional provision that provides that if the actual number of Workweeks or Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) PAGA Pay Periods by five percent (5%), then the Gross Settlement Amount shall increase proportionally by the percentage increase in excess of five percent (5%), such that if the actual Workweeks or PAGA Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) by six percent (6%), for instance, then the Gross Settlement Amount shall increase by one percent (1%).

25. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Member’s pro rata share of the PAGA Payment to PAGA Members that is payable to PAGA Members from the Gross Settlement Amount, which shall be determined by dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in a PAGA Pay Period Dollar Value, and then multiplying the PAGA Pay Period Dollar Value by the number of PAGA Pay Period credits assigned to each PAGA Member.

26. Individual Settlement Payment. “Individual Settlement Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount that is payable to Participating Class Members from the Gross Settlement Amount, which shall be determined by dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the Workweek Dollar Value, and then multiplying the Workweek Dollar Value by the number of Workweek credits assigned to each Participating Class Member.

27. LWDA. “LWDA” means the California Labor and Workforce Development Agency.

28. Net Settlement Amount. “Net Settlement Amount” means the aggregate amount payable

1 to Participating Class Members, which shall be determined by subtracting the PAGA Payment, Settlement  
2 Administration Costs, Class Representative Service Awards, Class Counsel Fee Award, and Class Counsel  
3 Cost Award from the Gross Settlement Amount.

4 29. Objection. “Objection” means a Participating Class Member’s timely and valid written  
5 objection to the terms and conditions of this Settlement Agreement.

6 30. Opt-Out Request. “Opt-Out Request” means a Class Member’s timely and valid written  
7 request to be excluded from the Settlement and release of Released Claims that do not arise under PAGA.

8 31. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

9 32. PAGA Claims. “PAGA Claims” means all claims or causes of action under PAGA that  
10 could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs’  
11 February 7, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-771404-  
12 20 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative  
13 complaint in the Action including, but not limited to, for violations of the California Labor Code and  
14 California Industrial Welfare Commission Wage Orders.

15 33. PAGA Members. “PAGA Members” means all current and former non-exempt employees  
16 Defendant employed in the State of California at any time during the PAGA Period.

17 34. PAGA Pay Period. “PAGA Pay Period” means any semi-monthly period starting from the  
18 first day of each calendar month to the 15th day of that month and from the 16th day of a calendar month  
19 to the final day of that calendar month during which a PAGA Member worked at least one (1) day or is  
20 otherwise identifiable as Defendant’s employee in the state of California in Defendant’s records during  
21 the PAGA Period, which the Settlement Administrator preliminarily and finally assigns as credits to  
22 individual PAGA Members when calculating Individual PAGA Payments.

23 35. PAGA Pay Period Dollar Value. “PAGA Pay Period Dollar Value” means the dollar value  
24 for each PAGA Pay Period credit assigned to PAGA Members, which shall be determined by dividing the  
25 PAGA Payment to PAGA Members by the aggregate number of all PAGA Pay Period credits assigned to  
26 all PAGA Members.

27 36. PAGA Payment. “PAGA Payment” means the amount of twenty thousand dollars and zero  
28 cents (\$20,000.00) payable from the Gross Settlement Amount to the LWDA and PAGA Members,

seventy-five percent (75%) of which shall be distributed to the LWDA and twenty-five percent (25%) of which shall be distributed to PAGA Members on a pro rata basis.

37. PAGA Payment to PAGA Members. “PAGA Payment to PAGA Members” means the amount of five thousand dollars and zero cents (\$5,000.00), payable from the Gross Settlement Amount to all PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment.

38. PAGA Payment to the LWDA. “PAGA Payment to the LWDA” means the amount of fifteen thousand dollars and zero cents (\$15,000.00) payable from the Gross Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA Payment.

39. PAGA Period. “PAGA Period” means the period commencing on February 7, 2019 and ending on March 24, 2021.

40. PAGA Settlement. “PAGA Settlement” means the settlement and release of the PAGA Claims that arise under PAGA, which Plaintiff Goemaat brought against Defendant, as a deputized PAGA representative of the State of California, which shall bind the State of California and which PAGA Members shall not be entitled to opt out of.

41. Participating Class Members. “Participating Class Members” means Plaintiffs and all Class Members who do not submit a timely and valid Opt-Out Request.

42. Parties’ Counsel. “Parties’ Counsel” means the attorneys of record for Plaintiffs and Defendant.

43. Plaintiffs. “Plaintiffs” means Plaintiff Shirley Goemaat and Plaintiff Rehana Baluch.

44. Preliminary Approval Order. “Preliminary Approval Order” means the Court’s order, substantially in the form attached as **Exhibit 2**, which shall, among other things, preliminarily approve the fairness, reasonableness and adequacy of this Settlement Agreement.

45. Released Claims. “Released Claims” means all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate

itemized wage statements and maintain employment records; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims.

46. Released Parties. “Released Parties” means Defendant and all its present and former parent companies, subsidiaries, shareholders, owners, employees, officers, directors, agents, attorneys, insurers, successors and assigns, who could be held liable for any of the Released Claims.

47. Response Deadline. “Response Deadline” means the date sixty (60) calendar days after the postmarked date on Class Notices the Settlement Administrator initially mails to Class Members in bulk.

48. Settlement Administration Costs. “Settlement Administration Costs” means the amount not exceeding ten thousand dollars and zero cents (\$10,000.00), payable from the Gross Settlement Amount and due to the Settlement Administrator for the Settlement Administrator’s administration of the notice and distribution process pursuant to this Settlement Agreement and the Court’s orders; if the Court finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

49. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc., whom the Parties have agreed to request the Court appoint as the third-party settlement administrator to perform notice and settlement administration duties pursuant to this Settlement Agreement.

50. Workweek. “Workweek” means any calendar week commencing on Sunday and ending on the following Saturday during which a Class Member worked at least one (1) day or is otherwise identifiable as Defendant’s employee in the state of California in Defendant’s records during the Class Period, which the Settlement Administrator preliminarily and finally assigns as credits to individual Participating Class Members when calculating Individual Settlement Payments.

51. Workweek/PAGA Pay Period Dispute. “Workweek/PAGA Pay Period Dispute” means a Class Member’s timely and valid written dispute about the number of Workweeks and/or PAGA Pay Periods that the Settlement Administrator preliminarily credits to the affected Class Member.

52. Workweek Dollar Value. “Workweek Dollar Value” means the dollar value for each Workweek credit assigned to Participating Class Members, which shall be determined by dividing the Net Settlement Amount by the aggregate number of all Workweek credits assigned to all Participating Class Members.

1 **III. RELEVANT PROCEDURAL HISTORY**

2 53. Plaintiff Goemaat's Complaint. On October 21, 2019, Plaintiff Goemaat filed a putative  
3 class action complaint alleging Defendant's: (1) failure to pay minimum wages; (2) failure to pay overtime  
4 wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure  
5 to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish  
6 accurate itemized wage statements and maintain employment records; (7) failure to pay timely and all  
7 wages due to discharged and quitting employees; and (8) unfair and unlawful business practices.

8 54. Plaintiff Goemaat's PAGA Notice. On February 7, 2020, Plaintiff Goemaat sent a PAGA  
9 notice to the LWDA and Defendant, in LWDA Case No. LWDA-CM-771404-20, alleging Defendant  
10 violated various provisions of the California Labor Code and other laws along with the facts and theories  
11 supporting the alleged violations including those alleged in the operative complaint in the Action.

12 55. Plaintiff Goemaat's First Amended and Operative Complaint. On June 12, 2021, Plaintiff  
13 Goemaat filed her First Amended Complaint, the operative complaint in this Action, which added Plaintiff  
14 Baluch as a named plaintiff and added a ninth cause of action, resulting in the operative complaint alleging  
15 that Defendants (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide  
16 required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for  
17 necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage  
18 statements and maintain employment records; (7) failure to pay timely and all wages due to discharged  
19 and quitting employees; (8) unfair and unlawful business practices; and (9) for conduct giving rise to  
20 PAGA civil penalties.

21 56. Plaintiffs' Discovery and Investigation. Prior to the filing of this Action, Plaintiffs and  
22 Plaintiffs' counsel, engaged in substantial investigation about the Defendant's business practices in  
23 California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal  
24 exchange of information. Plaintiffs obtained documents, data, and information from Defendant and other  
25 resources, including and not limited to, a randomly-selected sampling of Class Member time and pay  
26 records consisting of a large volume of data, consisting of hundreds of thousands of data points and  
27 financial data supporting Defendant's claims about its inability to satisfy a potential judgment.

28 57. Mediation and Agreement to Settle the Action. On October 20, 2020, the Parties

1 participated in a private mediation session with an experienced wage and hour class action mediator,  
2 Steven G. Mehta, Esq. However, given the contentious negotiations and the disputed claims, the Parties  
3 did not resolve their differences that day. The Parties then engaged in further negotiations, with the  
4 assistance of Mr. Metha, which led the Parties' March 24, 2021 agreement about the material terms of a  
5 class and representative settlement, which formed the basis of this Settlement Agreement.

#### 6 **IV. RECITALS AND REPRESENTATIONS**

7 58. This Settlement is Fair, Adequate and Reasonable. The Parties represent this Settlement  
8 Agreement is a fair, adequate and reasonable settlement of the Action and that the Parties have arrived at  
9 this Settlement Agreement after extensive arms-length negotiations while accounting for materially  
10 relevant factors, present and potential. The Parties further agree that the consideration described herein  
11 constitutes adequate consideration for the Settlement and releases described herein.

12 a. Numerosity of Potential Class Members. For purposes of settlement only, the  
13 Parties agree that because the potential Class is so numerous, it is impossible or impractical to have each  
14 Class Member execute this Settlement Agreement.

15 b. Notice and Opportunity to Respond Comporting with Due Process. For purposes  
16 of settlement only, the Parties agree that because of the numerosity of the potential Class, the notice and  
17 response procedure outlined in this Settlement Agreement provides the best and most practical notice to  
18 Class Members and fully complies with due process.

19 c. Benefits of Settlement to Plaintiffs and Class Members. Plaintiffs recognize  
20 continued litigation in the Action through trial, appeals and final judgment would be time consuming,  
21 uncertain, risky and expensive. Plaintiffs recognize these uncertainties and risks include Plaintiffs' ability  
22 to meet the burdens of proof necessary to establish liability, damages, penalties and other relief sought for  
23 the causes of action asserted in the Action, generally and in response to Defendant's defenses thereto.  
24 Plaintiffs also recognize Defendant's agreement to enter into a settlement may result in substantial benefits  
25 for Class Members because it is a good faith compromise of highly disputed claims. Accordingly,  
26 Plaintiffs, under Class Counsel's guidance has determined the Settlement is fair, adequate and reasonable,  
27 and that it is in the best interests of the Class.

28 d. Defendant's Reasons for Settlement. Defendant recognizes continued defensive

1 litigation in the Action would be protracted and expensive for it. Defendant recognizes it would continue  
2 to expend substantial time and expense to prove the merits of its defenses. While Defendant is confident  
3 that it has done no wrong, continued litigation in the Action through trial, appeals, and final judgment  
4 would be time consuming, uncertain, risky and expensive. Defendant continues to assert Plaintiffs'  
5 allegations have no merit and do not give rise to Defendant's liability for damages, restitution, penalties,  
6 or other payments and that this Settlement is a compromise of disputed claims. Defendant has agreed to  
7 settle in the manner and upon the terms set forth in this Settlement Agreement to put the claims alleged in  
8 the Action to rest.

9 e. No Admissions by Defendant or Plaintiff. Defendant denies all claims alleged in  
10 the Action and denies all wrongdoing. Defendant contends it has complied with all applicable state, federal  
11 and local laws, and reserves its right to assert all available defenses to Plaintiffs' claims in the Action.  
12 Nothing contained in this Settlement Agreement, nor any documents referred to herein and no action that  
13 the Parties have undertaken to effectuate this Settlement Agreement should be construed or used as an  
14 admission by or against any of the Parties as to suitability of class or representative adjudication or about  
15 the merits of the claims asserted in the Action. The Parties maintain that neither this Settlement  
16 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a  
17 concession, admission, or inference regarding wrongdoing or that class certification is proper under the  
18 standard applied to contested certification motions.

19 f. Certification for Settlement Purposes Only. The Parties agree to the certification of  
20 the proposed class for settlement purposes only.

21 g. No Conflicts of Interest with Relevant Third-Parties. The Parties represent they do  
22 not have any financial interest in the Settlement Administrator, the *Cy Pres* Recipient or otherwise have a  
23 relationship with the Settlement Administrator, the *Cy Pres* Recipient or any third party that could create  
24 an appearance of a conflict of interest.

25 59. No Tax Advice & Circular 230 Disclaimer. The Parties represent that no provision of this  
26 Settlement Agreement or other communications or disclosures is, or was intended, to constitute tax advice  
27 within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as  
28 amended). The Parties further represent they: (i) shall be solely responsible for reporting and paying any

1 applicable federal, state and/or local income tax, employment tax or any other withholding on all taxable  
2 income or other benefit they individually receive as consideration exchanged pursuant to this Settlement  
3 Agreement; (ii) have relied exclusively upon their own, independent legal and tax advisors for tax advice  
4 in connection with this Settlement Agreement; and (iii) in keeping with their individual rights to due  
5 process, shall not be entitled to rely upon any communication or disclosure by Plaintiff, Defendant or  
6 Parties' Counsel to avoid the payment of any assessment, penalty, tax, attorneys' fees, or other amounts  
7 based on the taxability of any consideration provided or exchanged pursuant to this Settlement Agreement.

8 **V. SETTLEMENT CONSIDERATION AND RELEASED CLAIMS ON AND AFTER**  
9 **EFFECTIVE DATE**

10 60. No Release of Claims Against any Other Named Defendant. Because Defendant Orange  
11 County Association of Mental Health is the only individual defined as a "Defendant" for the purposes of  
12 this Settlement Agreement, there shall be no release of any claims of any nature against any other person  
13 pursuant to this Settlement Agreement unless such person qualifies as one of the Released Parties and the  
14 claim qualifies as a Released Claim.

15 61. Non-Reversionary Nature of Settlement Agreement. No portion of the Gross Settlement  
16 Amount shall revert to Defendant.

17 62. No Claim-Submission Process. There shall be no claim or claim form submission process  
18 or requirement and, as such, Class Members shall not receive nor shall they be required to submit a claim  
19 form to be entitled to an Individual Settlement Payment and/or Individual PAGA Payment.

20 63. Releases of Claims Against Released Parties. For and in exchange for Defendant's  
21 performance of its obligations during Settlement Administration and culminating in Defendant completely  
22 remitting the entire Gross Settlement Amount to the Settlement Administrator, the Released Claims shall  
23 be deemed released as follows.

24 a. Participating Class Members' Release of Released Claims. After Defendant remits  
25 the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating  
26 Class Members shall be deemed to have settled and released all Released Claims against the Released  
27 Parties that do not arise under PAGA.

28 b. California's Release of PAGA Claims. After Defendant remits the Gross

Settlement Amount in full to the Settlement Administrator, the State of California, by and through Plaintiff Goemaat, its deputized PAGA representative, shall be deemed to have settled and released all PAGA Claims against the Released Parties.

64. No Release of Any Individual, Private Rights of Action under PAGA. No Class Member, Participating Class Member, or PAGA Member shall release any PAGA Claims or any individual, private rights of action that arise from PAGA against any person because of this Settlement Agreement and the PAGA Settlement component of the Released Claims. Furthermore, neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.

## **VI. SETTLEMENT ADMINISTRATOR AND GENERAL SETTLEMENT ADMINISTRATION DUTIES**

65. Appointment of Settlement Administrator. The Parties have agreed to request that the Court appoint Simpluris, Inc. as the third-party settlement administrator to perform settlement administration duties pursuant to this Settlement Agreement. The Parties represent that neither they nor their counsel have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create an appearance of a conflict of interest.

66. Settlement Administrator's Duties During Settlement Administration. The Settlement Administrator shall perform the express and implied Settlement Administration tasks as provided in this Settlement Agreement including: (i) printing and mailing Class Notices; (ii) collecting, validating and attempting to resolve Workweek/PAGA Pay Period Disputes; (iii) collecting and validating Opt-Out Requests and Objections; (iv) establishing a qualified settlement fund; (v) preparing and mailing tax forms to Class Members or other persons; (vi) computing and distributing all payments to be made under the Settlement; (vii) calculating and remitting all employee payroll tax obligations to the appropriate government agencies; and (viii) transferring uncashed Individual Settlement Payments and Individual PAGA Payments to the *Cy Pres* Recipient.

a. Settlement Administrator's Secure Recordkeeping and File Maintenance. The

1 Settlement Administrator shall secure and protect Class Member information from unauthorized access  
2 to, use, deletion and modification including all information in the Class List. The Settlement Administrator  
3 shall also exercise its best judgment and discretion to limit the disclosure of Class Member information to  
4 only those persons who need it to implement the terms and conditions of this Settlement Agreement and  
5 shall maintain all records related to the settlement administration duties it performs for at least four (4)  
6 years after settlement administration has been completed.

7           b.     Records of Communication with Class Members and Class List Maintenance. The  
8 Settlement Administrator shall create and maintain records of all communications with Class Members or  
9 other persons affected by this Settlement Agreement including by maintaining documents it sends to and  
10 receives from Class Members and the Settlement Administrator's own notes describing oral or written  
11 communications with all Class Members. The Settlement Administrator shall also promptly and  
12 continuously update the Class List with all material notes and information to ensure it possesses the most  
13 accurate information about Class Members throughout settlement administration.

14           c.     Communications with Class Members in English and Spanish. The Settlement  
15 Administrator shall undertake reasonable efforts to communicate with Spanish-speaking Class Members  
16 in Spanish during oral or written communications if Class Members indicate that Spanish is their language  
17 of choice.

## 18 **VII. CONTENTS OF CLASS NOTICE**

19           67.    Class Notice Generally. The Parties have agreed to request that the Court approve a class  
20 notice, substantially in the form attached as Exhibit 1, which shall provide, among other things: (1) a brief  
21 explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the  
22 Court will exclude the member from the Class if the Class Member so requests by the Response Deadline;  
23 (3) a procedure for the Class Member to follow in requesting exclusion from the Class; (4) a statement  
24 that a judgment, whether favorable or not, will bind all Class Member who do not request exclusion; and  
25 (5) a statement that any Class Member who does not request exclusion may, if the Class Member so  
26 desires, enter an appearance through counsel.

27           a.     Notice and Binding Nature of Settlement Agreement. The Class Notice shall  
28 indicate the potentially binding nature of this Settlement Agreement on all Class Members.

1           b.     Settlement Administration Disputes Prior to the Final Approval Hearing Subject to  
2 Court Review. The Class Notice shall indicate that the Settlement Administrator, who the Court has  
3 appointed as a third-party to execute settlement administration duties, shall attempt to resolve all disputes  
4 including all Workweek/PAGA Pay Period Disputes and all Opt-Out Request and Objection disputes,  
5 prior to the Final Approval Hearing and that the Settlement Administrator's determinations or decisions  
6 regarding the timeliness and validity of any dispute regarding this Settlement Agreement, shall be subject  
7 to Court review.

8           c.     Individualized Class Notices and Response Deadline. The Settlement  
9 Administrator shall print Class Notices addressed to individual Class Members whose names appear on  
10 the Class List along with information specifically applicable to Class Members including the number of  
11 Workweek credits and PAGA Pay Period credits the Settlement Administrator intends on assigning Class  
12 Members and shall expressly identify the Response Deadline, by providing a date certain, which shall  
13 occur sixty (60) days after the Settlement Administrator's initial bulk mailing of Class Notices.

14         68.     Gross Settlement Amount. The Class Notice shall indicate that the non-reversionary Gross  
15 Settlement Amount shall be no less than one hundred seventy-five thousand dollars and zero cents  
16 (\$175,000.00) that Defendant shall pay as monetary consideration for the release of the Released Claims  
17 and that shall be used to establish a common settlement fund comprising: (1) Individual Settlement  
18 Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA  
19 Payment to PAGA Members; (5) the Class Representative Service Awards; (6) the Class Counsel Fee  
20 Award; and (7) the Class Counsel Cost Award payable under this Settlement.

21           a.     Aggregate Workweek and Pay Period Estimate. The Class Notice shall provide the  
22 aggregate number of Workweeks worked by Class Members and the aggregate number of PAGA Pay  
23 Periods worked by PAGA Members according to Defendant's records.

24           b.     Gross Settlement Amount Escalator Clause. The Class Notice shall indicate that if  
25 the actual number of Workweeks or PAGA Pay Periods worked by Class Members exceeds twenty-five  
26 thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty  
27 (11,780) PAGA Pay Periods by five percent (5%), then the Gross Settlement Amount shall increase  
28 proportionally by the percentage increase in excess of five percent (5%), such that if the actual Workweeks

1 or PAGA Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four  
2 (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) by six percent (6%), for instance,  
3 then the Gross Settlement Amount shall increase by one percent (1%).

4 69. Net Settlement Amount. The Class Notice shall indicate that the Net Settlement Amount,  
5 which is estimated to be no less than sixty-six thousand, six hundred sixty-six dollars and sixty-seven  
6 cents (\$66,666.67), shall be the aggregate amount payable to Participating Class Members, which shall be  
7 determined by subtracting the PAGA Payment, Settlement Administration Costs, Class Representative  
8 Service Awards, Class Counsel Fee Award and the Class Counsel Cost Award from the Gross Settlement  
9 Amount.

10 a. Settlement Administration Costs. The Class Notice shall indicate that an amount  
11 not exceeding ten thousand dollars and zero cents (\$10,000.00), which Defendant has agreed not to  
12 oppose, shall be payable from the Gross Settlement Amount and due to the Settlement Administrator for  
13 the Settlement Administrator's administration of the notice and distribution process pursuant to this  
14 Settlement Agreement and that if the Court finally approves a lesser amount, then the difference shall  
15 remain a part of the Net Settlement Amount.

16 b. Class Representative Service Awards. The Class Notice shall indicate that an  
17 amount not exceeding ten thousand dollars and zero cents (\$10,000.00), payable from the Gross  
18 Settlement Amount and due to each of the Plaintiffs, for a total of twenty thousand dollars and zero cents  
19 (\$20,000.00), which Defendant has agreed not to oppose, shall be payable from the Gross Settlement  
20 Amount and due to Plaintiffs, separate from any Individual Settlement Payment and Individual PAGA  
21 Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action and that if the Court finally  
22 approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

23 c. Class Counsel Fee Award. The Class Notice shall indicate that an amount of no less  
24 than fifty-eight thousand, three hundred thirty-three dollars and thirty-three cents (\$58,333.33) or one-  
25 third (1/3) of the Gross Settlement Amount, whichever is greater, which Defendant has agreed not to  
26 oppose, shall be payable from the Gross Settlement Amount and due to Class Counsel as reasonable  
27 attorneys' fees for litigating and resolving the Action and that if the Court finally approves a lesser amount,  
28 then the difference shall remain part of the Net Settlement Amount.

1 d. Class Counsel Cost Award. The Class Notice shall indicate that an amount not  
2 exceeding fifteen thousand dollars and zero cents (\$15,000.00), which Defendant has agreed not to oppose,  
3 shall be payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class  
4 Counsel's reasonable litigation expenses incurred in litigating and resolving the Action and that if the  
5 Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

6 e. PAGA Payment to the LWDA. The Class Notice shall indicate that fifteen thousand  
7 dollars and zero cents (\$15,000.00), which Defendant has agreed not to oppose, shall be payable from the  
8 Gross Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA  
9 Payment.

10 70. Individual PAGA Payments Reported on IRS Form 1099-MISC. The Class Notice shall  
11 indicate that five thousand dollars and zero cents (\$5,000.00) shall be payable from the Gross Settlement  
12 Amount to all PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment,  
13 which the Settlement Administrator shall report as one hundred percent (100%) non-wage income on IRS  
14 Form 1099-MISC.

15 a. Individual PAGA Payments Calculations Based on PAGA Pay Period Credits. The  
16 Class Notice shall indicate that Individual PAGA Payments due to PAGA Members shall be determined  
17 by the following three-step process: (i) the Settlement Administrator shall credit each PAGA Member  
18 with PAGA Pay Period credits based on the data in the Class List, which shall be presumed accurate,  
19 subject to the Workweek/PAGA Pay Period Dispute process; (ii) the Settlement Administrator shall  
20 determine the PAGA Pay Period Dollar Value by dividing the PAGA Payment to PAGA Members by the  
21 number of PAGA Pay Periods credited to all PAGA Members; and (iii) the Settlement Administrator shall  
22 determine the Individual PAGA Payment due to each PAGA Member by multiplying the number of  
23 PAGA Pay Periods credited to the individual PAGA Member by the PAGA Pay Period Dollar Value.

24 b. Individualized PAGA Payment Amount Estimates. The Class Notice shall indicate  
25 the estimated Individual PAGA Payment due to each PAGA Member based on the PAGA Pay Period  
26 credits that the Settlement Administrator intends on assigning to each PAGA Member, subject to the  
27 Workweek/PAGA Pay Period Dispute process.

28 71. Individual Settlement Payments Reported on IRS Form W-2 (25%) and IRS Form 1099-

1 MISC (75%). The Class Notice shall indicate that Net Settlement Amount, which is estimated to be no  
2 less than sixty-six thousand, six hundred sixty-six dollars and sixty-seven cents (\$66,666.67), shall be the  
3 aggregate amount payable to Participating Class Members, which the Settlement Administrator shall  
4 report as twenty-five percent (25%) wages, subject to reduction for applicable employee payroll taxes and  
5 customary withholdings, reportable on IRS Form W-2s and seventy-five percent (75%) non-wage income  
6 on IRS Form 1099-MISC.

7 a. Individual Settlement Payments Based on Workweek Credits. The Class Notice  
8 shall indicate that Participating Class Members shall be paid based on their respective pro rata shares of  
9 the Net Settlement Amount, which shall be determined by the following three-step process: (i) the  
10 Settlement Administrator shall credit each Participating Class Member with Workweek credits based on  
11 the data in the Class List, which shall be presumed accurate, subject to the Workweek/PAGA Pay Period  
12 Dispute process; (ii) the Settlement Administrator shall determine the Workweek Dollar Value by dividing  
13 the Net Settlement Amount by the number of Workweeks credited to all Participating Class Members;  
14 and (iii) the Settlement Administrator shall determine the Individual Settlement Payment due to each  
15 Participating Class Member by multiplying the number of Workweeks credited to the individual  
16 Participating Class Member by the Workweek Dollar Value.

17 b. Individualized Settlement Payment Amount Estimates. The Class Notice shall  
18 indicate the estimated Individual Settlement Payment due to each Class Member based on the Workweek  
19 credits that the Settlement Administrator intends on assigning to each PAGA Member, subject to the  
20 Workweek/PAGA Pay Period Dispute process.

21 72. Individual Settlement Payment and Individual PAGA Payment Checks Void After 180  
22 Days. The Class Notice shall indicate that all Individual Settlement Payment checks to Participating Class  
23 Members and Individual PAGA Payment checks to PAGA Members shall be valid for one hundred eighty  
24 (180) calendar days after the Settlement Administrator's initial bulk mailing and that if any Individual  
25 Settlement Payment or Individual PAGA Payment check has not been cashed or deposited by that time,  
26 then they shall become void.

27 a. Void Individual Settlement Payment and Individual PAGA Payment Checks Still  
28 Binding. The Class Notice shall indicate that if any Individual Settlement Payment or Individual PAGA

1 Payment checks are not cashed, deposited or received by Participating Class Members or PAGA Members  
2 after the Settlement Administrator receives the entire Gross Settlement Amount in full and before the date  
3 they become void, then all affected Participating Class Members and PAGA Members shall still remain  
4 bound to the Settlement to the fullest extent under the law.

5 b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment  
6 Amounts to the Cy Pres Recipient. The Class Notice shall indicate that the Settlement Administrator shall,  
7 after the date that Individual Settlement Payment checks and Individual PAGA Payment checks become  
8 void, transfer all amounts associated with the voided checks via secure wire transfer to Public Counsel, a  
9 non-profit organization, who, among other things, provides pro bono legal services at sites across  
10 California, and with whom the Parties and Parties' Counsel have no connection or affiliation that could  
11 create an appearance of a conflict of interest.

12 73. No Tax Advice in Class Notice. The Class Notice shall indicate that the Parties make no  
13 representations concerning the taxability, tax treatment, or legal effect of any tax laws on any  
14 consideration provided or exchanged pursuant to the Settlement Agreement including any Individual  
15 Settlement Payments or any Individual PAGA Payments and that Class Members should consult with their  
16 own tax advisors concerning the tax consequences of their receipt of any payment under the Settlement  
17 Agreement.

18 74. Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate that if a Class  
19 Member wishes to dispute the number of Workweeks or PAGA Pay Periods credited to the affected Class  
20 Member in the Class Notice, then the affected Class Member must submit a timely and valid written  
21 Workweek/PAGA Pay Period Dispute to the Settlement Administrator by United States Mail, facsimile  
22 and/or in other written form by no later than the Response Deadline.

23 a. Timeliness of Workweek/PAGA Pay Period Disputes. The Class Notice shall  
24 indicate that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period  
25 Dispute is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness.

26 b. Validity of Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate  
27 that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period Dispute is valid  
28 based on whether it is in writing and includes the following five (5) enumerated items: (1) the Class

1 Member's full name; (2) the Class Member's approximate dates of employment; (3) the Class Member's  
2 current contact information (e.g., a current residential or personal mailing address and home or personal  
3 telephone number); (4) a statement indicating the number of Workweeks and/or PAGA Pay Periods that  
4 the affected Class Member contends should be credited along with documentary evidence to support the  
5 affected Class Member's contentions, if any; and (5) the Class Member or Class Member's legal  
6 representative's signature.

7 c. Untimely or Invalid Workweek/PAGA Pay Period Disputes. The Class Notice shall  
8 indicate that if a Workweek/PAGA Pay Period Dispute is not submitted in a timely and valid manner, then  
9 it may result in an affected Class Member being credited with fewer Workweeks or PAGA Pay Periods  
10 than the affected Class Member may be entitled to.

11 75. Opt-Out Requests. The Class Notice shall indicate that if a Class Member wishes to be  
12 excluded from the Settlement and release of Released Claims (that do not arise under PAGA), then the  
13 affected Class Member must submit a timely and valid written Opt-Out Request to the Settlement  
14 Administrator by United States Mail, facsimile and/or in other written form by no later than the Response  
15 Deadline. The Class Notice shall also indicate that if a Class Member submits a timely and valid Opt-Out  
16 Request, then the Class Member shall not be entitled to any benefits under the Settlement, other than an  
17 entitlement to an Individual PAGA Payment (if the Class Member qualifies as a PAGA Member) and the  
18 Class Member shall have no right to object to the Settlement Agreement or appeal the Final Judgment.

19 a. Timeliness of Opt-Out Requests. The Class Notice shall indicate that the Settlement  
20 Administrator shall determine whether an Opt-Out Request is timely based on the postmarked date on the  
21 mailing envelope, or by other indicia of timeliness.

22 b. Validity of Opt-Out Requests. The Class Notice shall indicate that the Settlement  
23 Administrator shall determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether  
24 it is in writing and includes the following five (5) enumerated items: (1) the Class Member's full name;  
25 (2) the Class Member's approximate dates of employment; (3) the Class Member's contact information  
26 (e.g., current residential or personal mailing address and home or personal telephone number); (4) the  
27 Class Member's statement in no exact words but, nevertheless, substantially in a form and substance  
28 indicating a desire to be excluded from the Settlement Agreement (e.g., "I wish to be excluded from the

1 settlement.”; “I opt out from the settlement.”; or “I do not want to be part of the settlement.”); and (5) the  
2 Class Member or Class Member’s legal representative’s signature.

3 c. Untimely or Invalid Opt-Out Requests. The Class Notice shall indicate that if an  
4 Opt-Out Request is not submitted in a timely and valid manner, then it may result in an affected Class  
5 Member being deemed a Participating Class Member who is bound by the Settlement and release of all  
6 Released Claims.

7 76. Objections. The Class Notice shall indicate that if a Class Member wishes to object to the  
8 Settlement Agreement, then the Class Member must submit a timely and valid written Objection to the  
9 Settlement Administrator by United States Mail, facsimile and/or in other written form by no later than  
10 the Response Deadline and that any Class Member may hire an attorney at his or her own expense as a  
11 representative, who may assist the Class Member in submitting or advancing any objection. The Class  
12 Notice shall also indicate that if a Class Member submits a timely and valid Objection, then the Class  
13 Member may still be bound by the terms of the Settlement, the release of Released Claims and the Final  
14 Judgment as a Participating Class Member.

15 a. Timeliness of Objections. The Class Notice shall indicate that the Settlement  
16 Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing  
17 envelope, or by other indicia of timeliness.

18 b. Validity of Objections. The Class Notice shall indicate that the Settlement  
19 Administrator shall determine whether an Objection is valid based on whether it is in writing and includes  
20 the following five (5) enumerated items: (1) the Class Member’s full name; (2) the Class Member’s  
21 approximate dates of employment; (3) the Class Member’s current contact information (e.g., a current  
22 residential or personal mailing address and home or personal telephone number); (4) the Class Member’s  
23 statement indicating the grounds for the objection; and (5) the Class Member or Class Member’s legal  
24 representative’s signature.

25 c. Untimely or Invalid Objections. The Class Notice shall indicate that if an Objection  
26 is not submitted in a timely and valid manner, then it may result in an affected Class Member’s objection  
27 not being considered by the Court and that the affected Class Member may be deemed to have waived any  
28 right to object to the Settlement and prohibited from voicing any objection to the Settlement at any hearing.

**VIII. PRELIMINARY APPROVAL AND CLASS NOTICE ADMINISTRATION AFTER  
PRELIMINARY APPROVAL ORDER**

77. Motion for Preliminary Approval of Settlement. No later than sixteen (16) court days before the Preliminary Approval Hearing, Plaintiffs shall file a motion for preliminary approval, seeking, among other things, entry of a Preliminary Approval Order, substantially in the form attached as Exhibit 2, conditionally certifying the Class for settlement purposes only, appointing Plaintiffs as representatives of the Class, appointing Class Counsel as counsel for the Class, appointing the Settlement Administrator, setting a Final Approval Hearing date and ordering the Settlement Administrator to mail the Class Notice to Class Members.

a. Defendant's Provision of Updated Number of Class Members, Workweeks, PAGA Members and PAGA Pay Periods. No later than five (5) business days before the filing deadline for Plaintiffs' motion for preliminary approval, Defendant shall provide Class Counsel the updated number of Class Members, Workweeks worked by Class Members, PAGA Members and PAGA Pay Periods worked by PAGA Members that will be subject to this Settlement Agreement.

b. Defendant's Provision of a Kullar Declaration. No later than five (5) business days before the filing deadline for Plaintiffs' motion for preliminary approval, Defendant shall provide Class Counsel with a "Kullar" declaration under penalty of perjury regarding Defendant's financial condition, changes to its timekeeping and wage payment policies and practices during the pendency of the Action, and/or other facts about the Class and Defendant's wage payment policies and practices, signed by a declarant with personal knowledge to support Plaintiffs' agreement to settle at a discount, which Plaintiffs shall disclose to the Court, as necessary, to secure preliminary or final approval of the Settlement.

c. Defendant's Provision of the Class List to the Settlement Administrator. Within seven (7) calendar days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List.

78. Mailing of Class Notice by Bulk First Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall mail copies of the Class Notice in English and Spanish to all Class Members via bulk First Class United States Mail, forwarding service requested.

a. Verification of Class Member Current Addresses and Presumption of Accuracy.

1 Prior to mailing Class Notices to Class Members, the Settlement Administrator shall search the National  
2 Change of Address Database maintained by the United States Postal Service and perform skip tracing or  
3 other verification procedures to verify Class Members' current addresses. The addresses the Settlement  
4 Administrator determines as Class Members' current mailing addresses shall be presumed accurate.

5           b.     IRS Form W-9 and Additional Withholdings for Unverified Social Security or  
6 Taxpayer Identification Numbers. Prior to mailing Class Notices to Class Members, the Settlement  
7 Administrator shall use verification procedures to verify Class Member social security numbers and/or  
8 taxpayer identification numbers and shall update the Class List accordingly. If the Settlement  
9 Administrator is unable to verify a Class Member's social security number and/or taxpayer identification  
10 number prior to its initial mailing of Class Notices, then the Settlement Administrator shall enclose an  
11 IRS Form W-9 along with each affected Class Member's Class Notice and a writing which shall inform  
12 the affected Class Member that the Settlement Administrator was unable to verify the affected Class  
13 Member's social security number and/or taxpayer identification number and that the affected Class  
14 Member must submit a completed and executed IRS Form W-9 to the Settlement Administrator on or  
15 before the Response Deadline to avoid additional withholdings and potential delays in distribution of any  
16 payments the affected Class Member may be entitled to under the Settlement.

17           c.     Re-Mailing of Undelivered Class Notices. If the Settlement Administrator receives  
18 a Class Notice returned as undelivered on or before the Response Deadline, then, within three (3) business  
19 days of receipt of the returned Class Notice, the Settlement Administrator shall attempt to determine  
20 another mailing address for the affected Class Member by use of skip tracing or other verification or search  
21 procedures using the name, address, telephone number, social security number and/or taxpayer  
22 identification number of the affected Class Member. If the Settlement Administrator identifies another  
23 mailing address for the affected Class Member as a result, then it shall re-mail the Class Notice to the  
24 affected Class Member at that address by no later than the next business day. If the Settlement  
25 Administrator does not identify another mailing address for the affected Class Member as a result, then  
26 the Settlement Administrator shall be deemed to have satisfied its obligations to attempt to re-mail the  
27 undelivered Class Notice to that affected Class Member. The Settlement Administrator shall maintain  
28 records of undelivered Class Notices including the dates it receives each undelivered Class Notice and re-

1 mails Class Notices.

2        79. Settlement Administrator's Weekly Reports Regarding Class Notice Mailings,  
3 Workweek/PAGA Pay Period Disputes, Opt-Out Requests and Objections. After its initial mailing of  
4 Class Notices in bulk, the Settlement Administrator shall provide the Parties a weekly report, which shall  
5 include information including statistics about the number of Class Notices it has mailed, Class Notices  
6 that have been returned as undelivered, Class Notices it has re-mailed, Workweek/PAGA Pay Period  
7 Disputes it has received, Opt-Out Requests it has received and Objections it has received. The Settlement  
8 Administrator shall and continuously provide the Parties such weekly reports until at least ten (10)  
9 calendar days after the Response Deadline.

10        80. Determination of Timeliness and Validity of Workweek/PAGA Pay Period Disputes.  
11 Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the  
12 submission of a Workweek/PAGA Pay Period Dispute is timely and valid.

13            a. Workweek/PAGA Pay Period Dispute Timeliness. The Settlement Administrator  
14 shall determine whether a Workweek/PAGA Pay Period Dispute is timely based on the postmarked date  
15 on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows  
16 the dispute was submitted after the Response Deadline, then the Settlement Administrator shall conclude  
17 that the submission was untimely, which may render the submission null, void and ineffective.

18            b. Workweek/PAGA Pay Period Dispute Validity. The Settlement Administrator shall  
19 determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether it is in writing and  
20 includes the five (5) enumerated items required for validity. If the dispute is submitted orally or a written  
21 submission is ambiguous or arguably constitutes an otherwise valid Workweek/PAGA Pay Period Dispute  
22 but for the lack of any of the five (5) enumerated items required for validity, then the Settlement  
23 Administrator shall conclude that the submission is invalid, which may render the submission null, void  
24 and ineffective.

25            c. Workweek/PAGA Pay Period Dispute Cure Notices and Notice to the Court. If the  
26 Settlement Administrator concludes that a Workweek/PAGA Pay Period Dispute is untimely or invalid  
27 prior to the Final Approval Hearing, then the Settlement Administrator shall, within three (3) business  
28 days, attempt to communicate with the affected Class Member to request that the affected Class Member

1 cure any deficiencies in writing. Regardless of the timeliness or validity of any Workweek/PAGA Pay  
2 Period Dispute, the Parties shall ensure that all Workweek/PAGA Pay Period Disputes or any other written  
3 statements arguably constituting a timely and valid Workweek/PAGA Pay Period Dispute are brought to  
4 the Court's attention in advance of the Final Approval Hearing.

5 81. Workweek/PAGA Pay Period Dispute Notice, Investigation and Resolution. If the  
6 Settlement Administrator receives a Workweek/PAGA Pay Period Dispute prior to the Final Approval  
7 Hearing, then the Settlement Administrator shall promptly investigate and attempt to resolve the dispute.  
8 Unless the Settlement Administrator has good cause to limit the disclosure of an affected Class Member's  
9 personal information in consideration of factors such as the affected Class Member's stated or unstated  
10 privacy interests, the Settlement Administrator shall, within three (3) business days, notify the Parties via  
11 electronic mail or facsimile, of its receipt of all Workweek/PAGA Pay Period Disputes, which shall  
12 include the identity and contact information of the affected Class Member and any evidence submitted by  
13 the affected Class Member.

14 a. Submission and Evaluation of Further of Evidence. Defendant shall, within five (5)  
15 business days of receipt of the Settlement Administrator's notice of a Workweek/PAGA Pay Period  
16 Dispute, review its records and provide the Settlement Administrator with all relevant information it  
17 possesses about the affected Class Member's contentions. Plaintiff, including Class Counsel, given Class  
18 Counsel's fiduciary duties owed to Class Members, may undertake reasonable efforts to communicate  
19 with and obtain information from the affected Class Member (or the Class Member's representative) to  
20 support the affected Class Member's contentions. The Settlement Administrator shall then evaluate the  
21 evidence submitted by the affected Class Member and the Parties and, in consultation with the Parties'  
22 Counsel, shall render a final decision regarding the Workweek/PAGA Pay Period Dispute.

23 b. Notice to Affected Class Members Regarding Workweek/PAGA Pay Period  
24 Dispute Investigation and Resolution. The Settlement Administrator shall, within three (3) business days  
25 of rendering its final decision regarding a Workweek/PAGA Pay Period Dispute, send the affected Class  
26 Member written notice of its decision via United States Mail, facsimile and/or email, which shall: (a)  
27 indicate whether the Settlement Administrator found the Workweek/PAGA Pay Period Dispute wholly or  
28 partly meritorious, unmeritorious, or that it was unable to make a merits determination and the reasons

1 why it made such a finding; (b) indicate the amount of Workweeks and/or PAGA Pay Periods that the  
2 Settlement Administrator presently intends to credit the affected Class Member including the number of  
3 additional Workweeks or PAGA Pay Periods, if any, and any corresponding changes to the estimated  
4 Individual Settlement Payment or Individual PAGA Payment that the affected Class Member may receive;  
5 and (c) indicate that the Settlement Administrator's final decision is subject to Court review and that the  
6 Final Approval Hearing may be the best and final opportunity for the affected Class Member to seek the  
7 Court's review or intervention.

8       82.     Determination of Timeliness and Validity of Opt-Out Requests. Subject to Parties' Counsel  
9 and Court review, the Settlement Administrator shall determine whether the submission of an Opt-Out  
10 Request is timely and valid.

11             a.     Opt-Out Request Timeliness. The Settlement Administrator shall determine  
12 whether an Opt-Out Request is timely based on the postmarked date on the mailing envelope, or by other  
13 indicia of timeliness. If the postmarked date or other indicia shows the request was submitted after the  
14 Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely,  
15 which may render the submission null, void and ineffective.

16             b.     Opt-Out Request Validity. The Settlement Administrator shall determine whether  
17 an Opt-Out Request is valid based on whether it is in writing and includes the five (5) enumerated items  
18 required for validity. If the request is submitted orally or a written submission is ambiguous or arguably  
19 constitutes an otherwise valid Opt-Out Request but for the lack of any of the five (5) enumerated items  
20 required for validity, then the Settlement Administrator shall conclude that the submission is invalid,  
21 which may render the submission null, void and ineffective.

22             c.     Opt-Out Request Cure Notices and Notice to the Court. If the Settlement  
23 Administrator concludes that an Opt-Out Request is untimely or invalid prior to the Final Approval  
24 Hearing, then the Settlement Administrator shall, within three (3) business days, attempt to communicate  
25 with the affected Class Member to request that the affected Class Member cure any deficiencies in writing.  
26 Regardless of the timeliness or validity of any Opt-Out Request, the Parties shall ensure that all Opt-Out  
27 Requests or any other written statements arguably constituting a timely and valid Opt-Out Request are  
28 brought to the Court's attention in advance of the Final Approval Hearing.

83. Determination of Timeliness and Validity of Objections. Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the submission of an Objection is timely and valid.

a. Objection Timeliness. The Settlement Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows the objection was submitted after the Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely, which may render the submission null, void and ineffective.

b. Objection Validity. The Settlement Administrator shall determine whether an Objection is valid based on whether it is in writing and includes the five (5) enumerated items required for validity. If the request is submitted orally or a written submission is ambiguous or arguably constitutes an otherwise valid Objection but for the lack of any of the five (5) enumerated items required for validity, then the Settlement Administrator shall conclude that the submission is invalid, which may render the submission null, void and ineffective.

c. Objection Cure Notices and Notice to the Court. If the Settlement Administrator concludes that an Objection is untimely or invalid prior to the Final Approval Hearing, then the Settlement Administrator shall, within three (3) business days, attempt to communicate with the affected Class Member to request that the affected Class Member cure any deficiencies in writing. Regardless of the timeliness or validity of any Objection, the Parties shall ensure that all Objections or any other written statements arguably constituting a timely and valid Objection are brought to the Court's attention in advance of the Final Approval Hearing.

## **IX. FINAL APPROVAL AND FINAL JUDGMENT**

84. Motion for Final Approval of Settlement. No later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs shall file a motion for final approval, seeking, among other things, entry of a Final Approval Order, substantially in the form attached as Exhibit 3, finally certifying the Class for settlement purposes only, ordering Defendant to remit the Gross Settlement Amount to the Settlement Administrator, approving and ordering the Settlement Administrator to distribute the amounts payable pursuant to the Settlement, and setting a date for the Court's review of the Settlement fund distribution.

1           85.     Final Judgment. At the time Plaintiffs move for final approval of the Settlement, Plaintiffs  
2 shall also move the Court to enter a Final Judgment, substantially in the form attached as Exhibit 4, which  
3 shall among other things, finally adjudge this Action and include a provision for the retention of the  
4 Court's jurisdiction over the Parties including the Class to enforce the terms of the judgment.

5           a.     Settlement Administrator's Report in Advance of Final Approval Hearing. The  
6 Settlement Administrator shall, prior to the Final Approval Hearing and at the Parties' request, provide  
7 written reports or declarations to the Parties describing, among other things, the process and results of the  
8 settlement administration process, the number of Opt-Out Requests received (both timely and valid or  
9 otherwise), the total number of Objections received (both timely and valid or otherwise), the number of  
10 Workweeks/Pay Periods Disputes received (both timely and valid or otherwise), and the actual or  
11 projected Settlement Administration Costs to date, which report or declarations Plaintiffs may file with  
12 the Court prior to the Final Approval Hearing.

13           b.     Notice of Final Approval Order and Final Judgment. If the Court enters the Final  
14 Judgment, then the Settlement Administrator shall post copies of the Final Approval Order and Final  
15 Judgment for two hundred forty (240) calendar days on its website and Plaintiffs shall cause copies of the  
16 Final Approval Order and Final Judgment to be submitted to the LWDA. No individualized notice  
17 regarding the entry of the Final Approval Order and Final Judgment shall be required to be provided to  
18 the Class.

19 **X.     SETTLEMENT ADMINISTRATION AFTER THE EFFECTIVE DATE**

20           86.     Establishment of a Qualified Settlement Fund After the Effective Date. The Settlement  
21 Administrator shall, on the day after the Effective Date, establish a qualified settlement fund, account, or  
22 trust pursuant to applicable state and federal rules and regulations to hold the Gross Settlement Amount  
23 and distribute payments therefrom.

24           a.     Defendant's Payment of the Gross Settlement After the Effective Date. Defendant  
25 shall, within seven (7) calendar days of the Effective Date, be responsible for paying or remitting the  
26 Gross Settlement Amount in its entirety to the Settlement Administrator via secure wire transfer or by  
27 other secure means and the Settlement Administrator shall report to the Parties whether it received the  
28 entire Gross Settlement Amount in a timely manner within three (3) business days of the Effective Date

1 and periodically thereafter until it receives the Gross Settlement Amount in its entirety.

2           b.     Distribution Process and Court Intervention if Gross Settlement Amount is  
3 Untimely or Incomplete. If Defendant fails to remit the entire Gross Settlement Amount to the Settlement  
4 Administrator in full on the date it is due or within a reasonable time thereafter, then the Settlement  
5 Administrator shall refrain from distributing any part of the Gross Settlement Amount until the Parties  
6 provide further instruction including by way of the Court's intervention or further orders.

7           c.     Interest on Gross Settlement Amount that is Untimely or Incomplete. If Defendant  
8 fails to remit the entire Gross Settlement Amount to the Settlement Administrator in full on the date it is  
9 due, then Defendant shall be obligated to pay the legal rate of interest on all amounts due and owing until  
10 Defendant remits the entire Gross Settlement Amount to the Settlement Administrator along with the  
11 accrued interest; the accrued interest shall remain part of the Net Settlement Amount and shall be  
12 distributed to Participating Class Members.

13           87.   Settlement Fund Distribution. The Settlement Administrator shall, within seven (7)  
14 calendar days of receiving the Gross Settlement Amount in full, distribute all payments from the  
15 Settlement fund. The Parties and Parties' Counsel shall have the right to monitor and review the  
16 administration of the Settlement to verify that monies allocated under this Settlement Agreement are  
17 distributed to the correct persons and in correct amounts in keeping with the Final Approval Order and  
18 Final Judgment.

19           a.     Settlement Administration Costs Distribution. The Settlement Administrator shall  
20 distribute Settlement Administration Costs to itself for the Settlement Administrator's execution of  
21 settlement administration duties.

22           b.     Class Representative Service Awards Distribution. The Settlement Administrator  
23 shall distribute the Class Representative Service Awards to Plaintiffs via a checks in their respective  
24 names, but to mailed to Class Counsel, separate from any Individual Settlement Payment and Individual  
25 PAGA Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action and the for the release  
26 of Plaintiffs' Further Released Claims, which the Settlement Administrator shall report as one hundred  
27 percent (100%) non-wage income on IRS Form 1099-MISC.

28           c.     Class Counsel Fee Award Distribution. The Settlement Administrator shall

1 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer as reasonable attorneys'  
2 fees for litigating and resolving the Action, which the Settlement Administrator shall report as one hundred  
3 percent (100%) non-wage income on IRS Form 1099-MISC.

4 d. Class Counsel Cost Award Distribution. The Settlement Administrator shall  
5 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer for reimbursement of  
6 Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action, which the  
7 Settlement Administrator shall report as one hundred percent (100%) non-wage income on IRS Form  
8 1099-MISC.

9 e. PAGA Payment to the LWDA Distribution. The Settlement Administrator shall  
10 distribute the PAGA Payment to the LWDA via secure wire transfer or by other secure means to the  
11 LWDA as its seventy-five percent (75%) share of the PAGA Payment.

12 f. Individual PAGA Payment Distribution. The Settlement Administrator shall  
13 distribute Individual PAGA Payment checks to all PAGA Members via bulk First Class United States  
14 Mail addressed to each intended recipient's last known mailing based on data in the Class List including  
15 all updated data resulting from Class Members' timely and valid Opt-Out Requests and the resolution of  
16 Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as one hundred  
17 percent (100%) non-wage income on IRS Form 1099-MISC.

18 g. Individual Settlement Payment Distribution. The Settlement Administrator shall  
19 distribute Individual Settlement Payment checks to all Participating Class Members via bulk First Class  
20 United States Mail addressed to each intended recipient's last known mailing based on data in the Class  
21 List including all updated data resulting from Class Members' timely and valid Opt-Out Requests and the  
22 resolution of Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as  
23 twenty-five percent (25%) wages, subject to reduction for applicable employee payroll taxes and  
24 customary withholdings, reportable on IRS Form W-2s and seventy-five percent (75%) non-wage income  
25 on IRS Form 1099-MISC.

26 88. 120-Day Reminder Postcard for Uncashed Individual Settlement Payment and Individual  
27 PAGA Payment Checks Void. The Settlement Administrator shall, within one hundred and twenty (120)  
28 calendar days of mailing Individual Settlement Payment and Individual PAGA Payment checks in bulk,

1 mail a reminder postcard to all Participating Class Members and PAGA Members, who have not cashed  
2 or deposited their Individual Settlement Payment or Individual PAGA Payment checks, indicating that if  
3 the outstanding Individual Settlement Payment or Individual PAGA Payment check is not cashed or  
4 deposited before the date they become void, then they shall become void.

5 a. Check Reissuance and Re-Mailing Prior to Void Date. The Settlement  
6 Administrator shall, prior to the date that all Individual Settlement Payment or Individual PAGA Payment  
7 checks become void, reissue any misrouted, misplaced, lost or stolen Individual Settlement Payment check  
8 or Individual PAGA Payment check to an affected Participating Class Member or PAGA Member, so  
9 long as the affected Participating Class Member or PAGA Member's original Individual Settlement  
10 Payment check or Individual PAGA Payment check has not been cashed or deposited.

11 b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment  
12 Amounts to the Cy Pres Recipient. The Settlement Administrator shall, within ten (10) business days of  
13 the date that Individual Settlement Payment checks and Individual PAGA Payment checks become void,  
14 transfer all amounts associated with the voided checks via secure wire transfer to Public Counsel, a non-  
15 profit organization, who, among other things, provides pro bono legal services at sites across California,  
16 and with whom the Parties and Parties' Counsel have no connection or affiliation that could create an  
17 appearance of a conflict of interest.

18 89. Settlement Administrator's Report Following Settlement Fund Distribution. The  
19 Settlement Administrator shall, following settlement fund distribution and at the Plaintiffs' request,  
20 provide written reports or declarations to Plaintiffs and Class Counsel describing, among other things, the  
21 process and results of the settlement fund distribution process, including statistics regarding distribution  
22 of: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to  
23 the LWDA; (4) Individual PAGA Payments; (5) the Class Representative Service Awards; (6) the Class  
24 Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement as well as the  
25 transfer of all residue to the Cy Pres Recipient, which report or declarations Plaintiffs may file with the  
26 Court.

## 27 **XI. ADDITIONAL SETTLEMENT PROVISIONS**

28 90. Intent to be Binding. The Parties intend this Settlement Agreement to be fully binding on

1 each other and that the Court shall have jurisdiction to enforce the terms and conditions of the Settlement  
2 Agreement pursuant to Code of Civil Procedure section 664.6 (or the federal equivalent) upon noticed  
3 motion. If any of the Parties breach any terms of this Settlement Agreement and an action is brought to  
4 enforce its terms, then the prevailing party in any enforcement action shall be entitled to recover  
5 reasonable attorneys' fees and costs.

6 a. Interim Stay of Action. The Parties agree to stay and shall request that the Court  
7 stay all proceedings in the Action, except such proceedings necessary to obtain preliminary and final  
8 approval of the Settlement to fully implement this Settlement Agreement up to the time the Court enters  
9 Final Judgment and the distribution of Settlement funds occurs.

10 b. Effect of Settlement Not Being Final. If this Settlement Agreement does not  
11 become final by way of entry of a Final Judgment or by a denial of a preliminary approval or a final  
12 approval with prejudice that binds the Parties from exercising their rights to renegotiate a settlement over  
13 the same or similar subject matter, then it shall be rendered null and void ab initio. If this Settlement  
14 Agreement is rendered null and void ab initio pursuant to this paragraph, then no Class Member or person  
15 shall use this Settlement Agreement to support any claim or request for class certification in the Action or  
16 in any other civil proceeding against Defendant. The Parties shall, accordingly, proceed in all respects as  
17 if this Settlement Agreement had not been executed, except that Plaintiffs, on the one hand, and Defendant,  
18 on the other hand, shall pay the Settlement Administration Costs incurred to date to the Settlement  
19 Administrator in fifty percent (50%) shares.

20 c. Agreement to Cooperate if Court Fails to Approve Settlement. If the Court does not  
21 finally approve this Settlement for any reason and in a manner that does not bind the Parties from  
22 exercising their rights to renegotiate a settlement over the same or similar subject matter, then the Parties  
23 agree to cooperate to reach a settlement that may be approved by the Court.

24 91. Defendant's Notice and Option to Rescind or Void Settlement. If more than ten percent  
25 (10%) of Class Members submit timely and valid Opt-Out Requests, then Defendant may, in its discretion,  
26 rescind or terminate its obligations under this Settlement Agreement, subject to payment of all Settlement  
27 Administration Costs incurred to date. Defendant must exercise this right within fourteen (14) calendar  
28 days after the Settlement Administrator notifies the Parties of the number of timely and valid Opt-Out

1 Requests received, which the Settlement Administrator must do within seven (7) calendar days after the  
2 Response Deadline.

3 a. Further Discovery About Defendant's Financial Condition. Defendant shall  
4 provide 2018, 2019 and 2020 tax returns and audited financial statements to the Court upon the Court's  
5 request. Defendant shall also provide Class Counsel a declaration under penalty of perjury regarding  
6 Defendant's financial condition by a declarant with personal knowledge, which Defendant consents  
7 Plaintiffs may use to inform the Court when justifying a reduced settlement sum and/or the payment plan.  
8 Defendant shall also engage in confirmatory discovery regarding the data, documents, and sampling  
9 exchanged for mediation purposes.

10 b. Neutral Employment Reference. If Defendant receives any oral and/or written  
11 requests from prospective employers or other persons about Plaintiffs' employment with Defendant, then  
12 Defendant shall provide a neutral and objective employment reference, which may include no more than  
13 the substance of the following information: that Defendant currently or formerly employed Plaintiffs; the  
14 start date and end date of Plaintiffs' respective periods of employment; Plaintiffs' job title(s) while  
15 employed; and Plaintiffs' current or final pay rates. Defendant shall refrain from subjectively  
16 characterizing Plaintiffs' personal characteristics, qualities, or job performance in any manner and shall  
17 not refer to the Action or this Settlement Agreement.

18 c. Best Efforts and Cooperation. The Parties and Parties' Counsel agree to use their  
19 best efforts to carry out the terms of this Settlement Agreement and administration thereof including by  
20 timely delivering documents and information to each other. Defendant agrees that it shall not oppose  
21 Plaintiffs' motion for preliminary approval or motion for final approval nor any motions or requests for  
22 fees, costs, or awards so long as Plaintiffs' motions and requests are materially consistent with the terms  
23 and provisions of this Settlement Agreement.

24 d. Resolution of Disputes. If the Parties are unable to reach agreement on the form or  
25 content of any document needed to implement the Settlement, or on any supplemental provision that may  
26 become necessary to effectuate the terms of this Settlement Agreement, then the Parties may seek the  
27 assistance of the Court and/or mediator Steven G. Mehta to resolve such disagreement.

28 e. No Discouragement of Class Member Participation or Obstruction of Settlement.

1 The Parties and Parties' Counsel agree not to encourage Class Members to file Opt-Out Requests,  
2 Objections, oppositions or other motions that oppose the entry of a Preliminary Approval Order or a Final  
3 Approval Order that approves this Settlement Agreement, appeal the entry of the Final Judgment or  
4 otherwise obstruct the full and final settlement of the Action including by refraining from obtaining  
5 waivers or *Pick Up Stix* agreements from Class Members.

6 f. Continuing Jurisdiction of the Court. Following entry of Final Judgment, the Court  
7 shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of  
8 this Settlement Agreement and all orders and directives entered in connection therewith. Furthermore, the  
9 Parties and Parties' Counsel shall submit to the jurisdiction of the Court for purposes of interpreting,  
10 implementing, and enforcing this Settlement Agreement and all orders and directives entered in  
11 connection therewith.

12 g. Authorization to Enter into Settlement Agreement. Parties' Counsel warrant and  
13 represent they were expressly authorized by the Parties whom they respectively represent to negotiate this  
14 Settlement Agreement and to take all appropriate actions required or permitted to be taken, on behalf of  
15 the Class, to effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant  
16 represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of  
17 Defendant. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim, or part of a claim,  
18 covered by this Settlement Agreement to any third-party.

19 h. Method of Signature and Counterparts. This Settlement Agreement may be  
20 executed by facsimile, electronic, document scan, or other means, in one or more counterparts or  
21 duplicates of originals, and each of them shall be deemed an original and shall constitute one instrument.

22 i. Binding on Successors and Assigns. This Settlement Agreement shall be binding  
23 upon, and inure to the benefit of, the Parties' successors and assigns.

24 j. Amendment or Modification. This Settlement Agreement shall not be amended or  
25 modified in any material respect unless by a written instrument signed by the Parties.

26 k. California Law Governs. All terms of this Settlement Agreement and the Exhibits  
27 attached hereto shall be governed by and interpreted according to the laws of the State of California.  
28 However, if any material inconsistencies or ambiguities arise during the construction and interpretation of

1 the terms and provisions of any of the Exhibits as compared to the terms and provisions in this Settlement  
2 Agreement, then the terms and provisions in this Settlement Agreement shall control.

3 l. Headings. The descriptive headings of any paragraphs or sections of this Settlement  
4 Agreement including the capitalized terms therein are inserted for convenience only.

5 m. Construction. The Parties have drafted this Settlement Agreement together. Hence,  
6 in any construction of this Settlement Agreement, the same shall not be construed against any of the Parties  
7 by reason of any claim that one of the Parties drafted the Settlement Agreement.

8 n. Invalidity of Any Provision. If any term or provision of this Settlement Agreement  
9 is deemed invalid, then the Parties agree that the Court should strike the invalid term or provision and then  
10 fully construe the remaining terms and provisions valid and in a manner resulting in a construction giving  
11 all remaining terms and provisions of this Settlement Agreement validity and enforceability.

12 o. Waivers. The waiver of any breach of this Settlement Agreement shall not be  
13 deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior,  
14 subsequent, contemporaneous or continuing.

15 p. Confidentiality Limitation on Public Statements About Settlement. The Parties and  
16 Parties' Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' motion  
17 for preliminary approval.

18 92. Severability. If one or more of the provisions contained in this Settlement Agreement is  
19 deemed or held invalid, illegal, or unenforceable in any respect, then the invalid, illegal, or unenforceable  
20 provisions shall be deemed stricken and the remaining provisions shall remain valid, illegal and  
21 enforceable including if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Class,  
22 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been  
23 included in this Settlement Agreement, as necessary, or in lieu of written amendment or modification.

24 93. Entire Agreement. This Settlement Agreement and the attached Exhibits constitute the  
25 entire agreement between the Parties. The Exhibits to this Settlement Agreement are an integral part of  
26 the Settlement. No oral or written representations, warranties, or inducements have been made to Plaintiffs  
27 or Defendant concerning this Settlement Agreement other than the representations, warranties, and  
28 covenants contained and memorialized in this Settlement Agreement. No other prior or contemporaneous

1 written or oral agreements shall be deemed binding on the Parties.

2 **IT IS SO STIPULATED.**

3 ***\*\*\* Remainder of Page Left Intentionally Blank \*\*\****

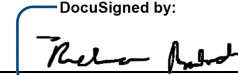
1 DATED: 2/18/2022

Plaintiff SHIRLEY GOEMAAT

2 By:   
3 SHIRLEY GOEMAAT

4 DATED: 2/18/2022

Plaintiff REHANA BALUCH

5 By:   
6 REHANA BALUCH

7 DATED: \_\_\_\_\_

Defendant ORANGE COUNTY ASSOCIATION  
FOR MENTAL HEALTH, a California Corporation

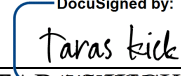
9 By: \_\_\_\_\_  
10 JEFFREY A. THRASH

11 Chief Executive Officer, ORANGE COUNTY  
ASSOCIATION OF MENTAL HEALTH

12 **APPROVED AS TO FORM:**

13 DATED: 2/17/2022

THE KICK LAW FIRM, APC

14 By:   
15 TARAS KICK

16 Attorneys for Plaintiffs SHIRLEY GOEMAAT and  
17 REHANA BALUCH, individually, and on behalf of  
18 all others similarly situated and aggrieved

19 DATED: \_\_\_\_\_

MANNING & KASS ELLROD, RAMIREZ,  
TRESTER LLP

21 By: \_\_\_\_\_  
22 STEVEN C. AMUNDSON  
ALINA SOOKASIAN

23 Attorneys for Defendant ORANGE COUNTY  
24 ASSOCIATION OF MENTAL HEALTH, a  
25 Delaware Limited Liability Company

1 DATED: \_\_\_\_\_

Plaintiff SHIRLEY GOEMAAT

2  
3 By: \_\_\_\_\_  
SHIRLEY GOEMAAT

4 DATED: \_\_\_\_\_

Plaintiff REHANA BALUCH

5  
6 By: \_\_\_\_\_  
REHANA BALUCH

7 DATED: \_\_\_\_\_

Defendant ORANGE COUNTY ASSOCIATION  
FOR MENTAL HEALTH, a California Corporation

8  
9 By:  \_\_\_\_\_  
JEFFREY A. THRASH

10  
11 Chief Executive Officer, ORANGE COUNTY  
ASSOCIATION OF MENTAL HEALTH

12 **APPROVED AS TO FORM:**

13 DATED: \_\_\_\_\_

THE KICK LAW FIRM, APC

14  
15 By: \_\_\_\_\_  
TARAS KICK

16  
17 Attorneys for Plaintiffs SHIRLEY GOEMAAT and  
REHANA BALUCH, individually, and on behalf of  
all others similarly situated and aggrieved

18 DATED: March 4, 2022

MANNING & KASS ELLROD, RAMIREZ,  
TRESTER LLP

19  
20   
21 By: \_\_\_\_\_  
STEVEN C. AMUNDSON  
ALINA SOOKASIAN

22  
23 Attorneys for Defendant ORANGE COUNTY  
ASSOCIATION OF MENTAL HEALTH, a  
Delaware Limited Liability Company

**Exhibit B**

Taras Kick (SBN 143379)  
taras@kicklawfirm.com  
 Karen L. Wallace (SBN 272309)  
karen@kicklawfirm.com

**THE KICK LAW FIRM, APC**  
 815 Moraga Drive  
 Los Angeles, California 90049  
 Telephone: (310) 395-2988  
 Facsimile: (310) 395-2088

Attorneys for Plaintiffs SHIRLEY GOEMAAT and  
 REHANA BALUCH, individually, and on behalf of  
 all others similarly situated and aggrieved

Steven C. Amundson, Esq. (Cal. SBN 218507)  
sca@manningllp.com  
 Alina Sookasian, Esq. (Cal. SBN 311837)  
aws@manningllp.com

**MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP**  
 801 South Figueroa Street, 15th Floor  
 Los Angeles, California 90017  
 Telephone: (213) 624-6900  
 Facsimile: (213) 624-6999

Attorneys for Defendant ORANGE COUNTY  
 ASSOCIATION FOR MENTAL HEALTH, a  
 California Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

SHIRLEY GOEMAAT and REHANA BALUCH,  
 individually, and on behalf of others similarly  
 situated and aggrieved,

Plaintiffs,

v.

ORANGE COUNTY ASSOCIATION FOR  
 MENTAL HEALTH, a California Corporation; and  
 DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter  
 Wilson, Dept CX102]*

**AMENDMENT TO STIPULATION OF CLASS  
 AND REPRESENTATIVE ACTION  
 SETTLEMENT**

|               |                  |
|---------------|------------------|
| Action Filed: | October 21, 2019 |
| FAC Filed:    | June 12, 2020    |
| Trial Date:   | None Set         |

AMENDMENT TO SETTLEMENT AGREEMENT

INTRODUCTION

1. On or around March 4, 2022, Plaintiffs Shirley Goemaat and Rehana Baluch (“Plaintiffs”) and Defendant Orange County Association of Mental Health (“Defendant”) (jointly, the “Parties”) executed the Stipulation of Class and Representative Action Settlement (“Agreement”) in *Goemaat, et al., v. Orange County Association of Mental Health*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”).

2. The Parties intend to amend the Agreement according to the terms and conditions set forth in this amending agreement (“Amendment”).

3. In consideration of the Parties’ agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements set forth below.

AMDENDMENTS

The Agreement is amended as follows:

1. The following provisions from the original Agreement are hereby **changed** and shall hereafter be read as follows:

**10. Class Notice.** “Class Notice” means the Notice of Class and Representative Action Settlement, substantially in the form attached as Exhibit 1, summarizing this Settlement Agreement including its key terms, its binding nature, procedures for opting out of the Settlement and release of Released Claims, and the procedures for objecting to the Settlement.

**30. Opt-Out Request.** “Opt-Out Request” means a Class Member’s timely and valid written request to be excluded from the Settlement and release of Released Claims, excluding PAGA claims.

**63. Releases of Claims Against Released Parties.** For and in exchange for Defendant’s performance of its obligations during Settlement Administration and culminating in Defendant completely remitting the entire Gross Settlement Amount to the Settlement

Administrator, the Released Claims shall be deemed released as follows.

- a. Participating Class Members' Release of Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating Class Members shall be deemed to have settled and released all Released Claims against the Released Parties.

75. Opt-Out Requests. The Class Notice shall indicate that if a Class Member wishes to be excluded from the Settlement and release of Released Claims, excluding PAGA claims, then the affected Class Member must submit a timely and valid written Opt-Out Request to the Settlement Administrator by United States Mail, facsimile, or other written form no later than the Response Deadline. The Class Notice shall also indicate that if a Class Member submits a timely and valid Opt-Out Request, then the Class Member shall not be entitled to any benefits under the Settlement, excluding the Individual PAGA Payment.

- a. Class Members who also qualify as PAGA Members may not opt-out of the PAGA component of the Settlement and remain entitled to an Individual PAGA Payment.

- b. Class Members who exclude themselves from the Settlement, excluding the PAGA component, shall have no right to object to the Settlement Agreement or appeal the Final Judgment.

2. The following provisions are hereby **deleted** from the Agreement:

64. No Release of Any Individual, Private Rights of Action under PAGA. No Class Member, Participating Class Member, or PAGA Member shall release any PAGA Claims or any individual, private rights of action that arise from PAGA against any person because of this Settlement Agreement and the PAGA Settlement component of the Released Claims. Furthermore, neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.

76. c. Untimely or Invalid Objections. The Class Notice shall indicate that if an Objection is not submitted in a timely and valid manner, then it may result in an affected Class Member's objection not being considered by the Court and that the affected Class Member may be deemed to have waived any right to object to the Settlement.

#### **ENFORCEMENT OF TERMS**

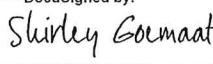
1. The signatories hereto represent that they are fully authorized to enter into this Amendment and bind the Class Representatives, the Settlement Class, and Defendant to all terms stated herein.

2. This Amendment may be executed in one or more counterparts and by facsimile or DocuSign. All executed copies of this Amendment and the Agreement, and photocopies thereof, shall have the same force and effect and shall be as legally binding and enforceable as the original.

3. This Amendment has been drafted jointly by Class Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Amendment or the Agreement, the same shall not be construed against any of the Parties.

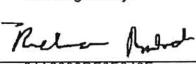
DATED: 5/20/2022

Plaintiff SHIRLEY GOEMAAT

By:   
SHIRLEY GOEMAAT

DATED: 5/20/2022

Plaintiff REHANA BALUCH

By:   
REHANA BALUCH

DATED: 5/26/2022

Defendant ORANGE COUNTY ASSOCIATION  
FOR MENTAL HEALTH, a California Corporation

By:   
JEFFREY A. THRASH

Chief Executive Officer, ORANGE COUNTY  
ASSOCIATION OF MENTAL HEALTH

///

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1 **APPROVED AS TO FORM:**

2 DATED: May 27, 2022

THE KICK LAW FIRM, APC

3  
4 By: Taras Kick  
5 TARAS KICK

6 Attorneys for Plaintiffs SHIRLEY GOEMAAT and  
7 REHANA BALUCH, individually, and on behalf of  
all others similarly situated and aggrieved

8 DATED: May 27, 2022

MANNING & KASS ELLROD, RAMIREZ,  
TRESTER LLP

9  
10 By:   
11 STEVEN C. AMUNDSON  
12 ALINA SOOKASIAN

13 Attorneys for Defendant ORANGE COUNTY  
14 ASSOCIATION OF MENTAL HEALTH, a  
Delaware Limited Liability Company

## **Exhibit C**

## **NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

*Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC

### **A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.**

IF YOU ARE OR WERE EMPLOYED BY ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 21, 2015 AND MARCH 24, 2021, THEN THIS SETTLEMENT MAY AFFECT YOUR RIGHTS.

#### ***Why should you read this Notice?***

A proposed settlement (the “Settlement” or “proposed Settlement”) has been reached in a class and representative action lawsuit entitled *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to summarize the Action and inform you of your rights and options under the proposed Settlement, which will resolve all claims in the Action on behalf of all Class Members, or non-exempt employees who worked for Defendant between October 21, 2015 and March 24, 2021. If you worked for Defendant between February 7, 2019 to March 24, 2021, you may also be a PAGA Member, whose rights and entitlements are discussed below. A formal Settlement Agreement is filed with the Court, a copy of which you may request, as described below. If there are any material inconsistencies between this notice and the Settlement Agreement, then subject to Court review, the provisions in the Settlement Agreement shall control.

A Final Approval Hearing concerning the Settlement will be held before the Honorable Peter Wilson on **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine whether the Settlement is fair, adequate, and reasonable. Because the date and time of the Final Approval Hearing may change without further notice you should contact the Settlement Administrator or Class Counsel for further updates.

**AS A CLASS MEMBER, YOU MAY BE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED OR “OPT-OUT” FROM THE SETTLEMENT.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do nothing</b>                                                      | If you do nothing, then you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up various rights to pursue a separate legal action against Defendant Orange County Association for Mental Health (“Defendant”) and any Released Parties based on any of the Released Claims.                                                                                                                                                       |
| <b>Request to exclude yourself from or “Opt-Out” of the Settlement</b> | If you do not want to participate in this Settlement, then you must exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by <b>[RESPONSE DEADLINE]</b> . If you choose to Opt-Out, then you will not receive any benefits under the Settlement nor will you release any claims against Defendant. If you also qualify as a PAGA Member, however, you may not Opt-Out of the PAGA component of the Settlement and will still receive an Individual PAGA Payment. |
| <b>Object to the Settlement</b>                                        | If you wish to object to the Settlement, then you must either write to the Settlement Administrator by <b>[RESPONSE DEADLINE]</b> , about why you object to the Settlement, or object to the Settlement in person or through counsel at the Final Approval hearing. This option is available only if you do not Opt-Out of the Settlement. Please note that if you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.          |
| <b>Contest or dispute your Workweek or PAGA Pay Period credits</b>     | If you wish to contest or dispute the number of Workweek or PAGA Pay Period credits the Settlement Administrators intends on assigning to you for the purpose of calculating your share of the Settlement funds, then you must write to the Settlement Administrator by <b>[RESPONSE DEADLINE]</b> , about why you dispute the credits along with supporting documentation that you possess to support your dispute.                                                                                        |

#### ***Who is affected by this proposed Settlement?***

The Court has certified, for settlement purposes only, the following class of persons (the “Class”):

All current or former non-exempt employees of Defendant employed in the State of California at any time from October 21, 2015 to March 31, 2021 (“Class Period”).

According to Defendant's records, you are a member of the Class (“Class Member”).

#### ***What is Action about?***

Plaintiffs Shirley Goemaat and Rehana Baluch (“Plaintiffs”) allege the following claims against Defendant on behalf of themselves and the Class: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices under California Business and Professions Code section 17200, *et seq*; (9) and civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

#### ***Who are the attorneys representing the Class?***

The attorneys representing the Class in the Action (“Class Counsel”) are:

##### **Class & Plaintiffs Goemaat and Baluch’s Counsel**

Taras Kick

**THE KICK LAW FIRM, APC**

815 Moraga Drive

Los Angeles, California 90049

Telephone: (310) 395-2988

Facsimile: (310) 395-2088

#### ***What are the Settlement payment terms?***

Subject to the Court's entry of a Final Approval Order, Defendant will pay no less than \$175,000.00 (the “Gross Settlement Amount”) for: (1) Individual Settlement Payments to Class Members who do not Opt-out from the Settlement (“Participating Class Members”); (2) Settlement Administration Costs to the Settlement Administrator; (3) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”); (4) Individual PAGA Payments to PAGA Members; (5) Class Representative Service Awards to Plaintiffs; (6) the Class Counsel Fee Award to Class Counsel; and (7) the Class Counsel Cost Award to Class Counsel.

**Individual Settlement Payments.** After deduction of the Settlement Administration Costs, the PAGA Payment to the LWDA, the PAGA Payment to PAGA Members, Class Representative Service Awards, the Class Counsel Fee Award and Cost Award from the Gross Settlement Amount, the remaining amount shall constitute the Net Settlement Amount. From this Net Settlement Amount, Defendant, through the Settlement Administrator, shall disburse Individual Settlement Payments to each Participating Class Member.

**Individual PAGA Payments.** If you worked for Defendant in the State of California as a non-exempt employee at any time from February 7, 2019 to March 24, 2021 (“PAGA Period”), then you may also be a PAGA Member. If you are a PAGA Member and the Settlement is finally approved, then you will be entitled to an Individual PAGA Payment. Because Individual PAGA Payments are “representative” in nature they do not constitute consideration offered or exchanged for the release of any Class Members’ individual, private rights of action. This means PAGA Members cannot opt-out of the PAGA component of the Settlement, though they may otherwise Opt-Out of the Settlement and retain the right to sue Defendant individually for any other Released Claims.

If the Court finally approves the Settlement, then the Settlement Administrator shall mail the first of the payments no sooner than 75 days after the Final Approval Order and Final Judgment. If any Individual Settlement Payment checks and Individual PAGA Payment checks remain uncashed after 180 days from the Settlement Administrator’s

initial bulk distribution, then the uncashed check shall be rendered void, transferred to Public Counsel, a non-profit organization, who, among other things, provides pro bono legal services at sites across California, and the Participating Class Member shall remain bound by the terms of the Settlement.

For tax reporting purposes, all Individual Settlement Payments shall be characterized twenty-five percent (25%) as wages, subject to IRS Form W-2 reporting, and seventy-five percent (75%) as non-wages, subject to IRS Form 1099 reporting. All Individual PAGA Payments shall be characterized one hundred percent (100%) as non-wages and be subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state, and federal taxes from the wage portion of the Individual Settlement Payments only and shall issue IRS Form W-2s and IRS Forms 1099s with all Individual Settlement Payment and Individual PAGA Payment checks.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the local, state or federal tax consequences of payments to any Class Member.

**Settlement Administration Costs, PAGA Payment to the LWDA, Class Representative Service Awards, and Class Counsel Attorneys' Fees and Costs.** Subject to final Court approval, the following amounts shall be deducted from the Gross Settlement Amount before disbursement of Individual Settlement Payments. The Parties estimate that Settlement Administration Costs will not exceed \$10,000.00. A PAGA Payment of \$15,000.00 shall be paid to the LWDA for PAGA penalties. Individual PAGA Payments to PAGA Members of \$5,000.00 will be paid in aggregate to all PAGA Members based on their PAGA Pay Period credits. Class Representative Service Awards of up to \$10,000.00 shall be paid to each Plaintiff (for a total of \$20,000.00) for their efforts in prosecuting the Action on behalf of the Class. A Class Counsel Fee Award of at least \$58,333.33 or one-third (1/3) of the Gross Settlement Amount for attorneys' fees and a Class Counsel Cost Award of up to \$15,000.00 for reimbursement of reasonable costs incurred in the Action shall be paid to Class Counsel. After these deductions, the remaining amount shall constitute the "Net Settlement Amount" and shall be distributed to Participating Class Members.

***How much money should you expect as an Individual Settlement Payment and an Individual PAGA Payment?***

**Individual Settlement Payment Calculations.** The Settlement Administrator shall determine Individual Settlement Payment amounts by (1) dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the "Workweek Dollar Value" amount; and (2) multiplying the Workweek Dollar Value with the number of Workweek credits assigned to each Participating Class Member.

**Workweek Credits.** The Settlement Administrator shall credit each individual Participating Class Member with one (1) Workweek credit for every calendar week that the individual Participating Class Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California during the Class Period. Presently, Defendant estimates that Class Members worked for Defendant during an aggregated 25,124 Workweeks.

**Individual PAGA Payment Calculations.** The Settlement Administrator shall determine Individual PAGA Payment amounts by (1) dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in the "PAGA Pay Period Dollar Value" amount; and (2) multiplying the PAGA Pay Period Dollar Value with the number of PAGA Pay Period credits assigned to each PAGA Member.

**PAGA Pay Period Credits.** The Settlement Administrator shall credit each individual PAGA Member with one (1) PAGA Pay Period credit to each individual PAGA Member semi-monthly period starting from the first day of each calendar month to the 15th day of that month and from the 16th day of a calendar month to the final day of that calendar month during which a PAGA Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California in Defendant's records during the PAGA Period. Presently, Defendant estimates that PAGA Members worked for Defendant during an aggregated 11,780 Workweeks.

**Your Preliminarily Assigned Workweeks and PAGA Pay Periods and Estimated Individual Settlement Payment and Individual PAGA Payment:** Defendant has provided the Settlement Administrator with the dates all Class Members and PAGA Members worked during the Class Period and PAGA Period. Based on Defendant's records, the Settlement Administrator intends to credit you with the following Workweek and PAGA Pay Period credits:

<<Total Workweeks>> Workweek Credits

<<Total Workweeks>> PAGA Pay Period Credits

Based on the Preliminary Workweek Value of <<\$X.XX.00>> and the preliminary PAGA Pay Period Value of <<\$X.XX.00>>, **your estimated Individual Settlement Payment and estimated Individual PAGA Payment**

are:

<<EstSettPayment>> **Individual Settlement Payment**

<<EstPAGAPayment>> **Individual PAGA Payment**

Please note that the foregoing amount is only an estimate before all required legal deductions; your actual payment may be greater or smaller than the amount reported above.

***Who are the Released Parties and what claims will be released by the proposed Settlement's Released Claims?***

On the Effective Date, which is the date that the Class is served notice of the Court's entry of a Final Judgment in the manner specified by the Court and (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) day after the day when all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed, whichever date is later, and Defendant's payment of the Gross Settlement Amount in full, Plaintiffs and each Participating Class Member shall be deemed to have fully, finally, and forever released:

- The "Released Parties" who consist of Defendant and all its present and former parent companies, subsidiaries, shareholders, owners, employees, officers, directors, agents, attorneys, insurers, successors and assigns, who could be held liable for any of the Released Claims.
- The "Released Claims" means all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements and maintain employment records; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims.

On the Effective Date, the State of California, by and through Plaintiff Goemaat, its deputized PAGA representative, shall be deemed to have settled and released all PAGA Claims against the Released Parties. "PAGA Claims" means all claims or causes of action under PAGA that could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs' February 7, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-771404-20 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

***What are my options in this matter?***

You have four (4) options under this Settlement. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Payment; (B) request to exclude yourself from or "Opt-Out" of the Settlement; (C) object to the Settlement; and (D) contest or dispute your Workweek or PAGA Pay Period credits.

All Opt-Out Requests, written Objections or Workweek/PAGA Pay Period Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, P.O. Box [redacted], [City], [State] [Zip] by United States Mail, facsimile and/or in other written form by no later than [RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes you submit.

**OPTION A. Do Nothing.** If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form.**

If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost, and you will be deemed to have consented to release the Released Claims described above as a Participating Class Member.

**OPTION B. Request to Exclude Yourself from or "Opt-Out" of the Settlement.** If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written Opt-Out Request to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your approximate dates of employment; (3) your contact information (e.g., current residential or personal mailing address

and home or personal telephone number); (4) **your statement in no exact words but, nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement Agreement (e.g., “I wish to be excluded from the settlement.”; “I opt out from the settlement.”)**; and (5) your or your legal representative’s signature. If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefits to Class Members (though you may still be entitled to an Individual PAGA Payment, if you qualify) under the proposed Settlement and you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Participating Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the request null and void.

**OPTION C. Object to the Settlement.** You may object in writing to the settlement by timely submitting a written Objection to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) your statement indicating the grounds for the objection; and (5) the your or your legal representative’s signature. Alternatively, you may object to the Settlement in person or through counsel at the Final Approval hearing on **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. Class Counsel will not assist or represent you for the purposes of objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection. **If Court finally approves the Settlement despite any Objections, then you may and will likely be bound by the terms of the Settlement, including the release of Released Claims as set forth above.**

If you do not submit an Object in the manner described above in time, subject to review by Class Counsel, Defendant’s Counsel, and the Court, the Settlement Administrator shall determine whether a written objection is valid. If you have submitted a request to Opt-Out as described in Option B above, you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

**OPTION D. Contest or Dispute Your Workweek or PAGA Pay Period Credits.** If you disagree with the number of Workweek or PAGA Pay Period credits you have been assigned above, then you must submit a timely and valid written Workweek/PAGA Pay Period Dispute to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) **a statement indicating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited along with documentary evidence to support your contentions, if any;** and (5) your or your legal representative’s signature.

If you do not submit a Workweek/PAGA Pay Period Dispute in the manner described above in time, then the Court may determine that you have waived any challenge to the Workweek or PAGA Pay Period credits you have been assigned. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the Workweek/PAGA Pay Period dispute null and void.

In the event that there are any issues pertaining to Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes, the Court will make the final determination and resolve such issues.

#### ***What is the next step in the approval of the Settlement?***

The Court will hold a Final Approval Hearing **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of the Final Judgment may be provided by electronic posting on the Settlement Administrator’s website (**www.**) within seven (7) calendar days after entry of the Final Judgment or in another manner other than direct mailing to you.

#### ***How can I get additional information?***

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, is available on the Settlement Administrator's website ([www.occourts.org/online-services/case-access/](http://www.occourts.org/online-services/case-access/)). Documents may also be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Access website at <https://www.occourts.org/online-services/case-access/>. Please visit the Court's website for more information about accessing documents via the "Civil Case Access" link by case number (01106371) and year (2019). You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

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

**[FURTHER WITHHOLDINGS NOTICE]**

The Settlement Administrator has identified you as a Class Member but has been unable to verify your social security number or tax identification number. If you do not complete the IRS Form W-9 enclosed with this Notice and return it to the Settlement Administrator, the Settlement Administrator may deduct additional withholdings from your Individual Settlement Payment. If you have any questions or concerns about completing and returning the enclosed IRS Form W-9, you may contact the Settlement Administrator to discuss other available options to verify your social security number or tax identification number.

**[NEXT PAGE – IRS FORM W-9]**

## **Exhibit D**

## **NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE Y REPRESENTACIÓN**

*Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Corte Superior del Condado de Orange,  
Caso No. 30-2019-01106371-CU-BT- CXC

### **LA CORTE AUTORIZÓ ESTA NOTIFICACIÓN. ESTA NO ES UNA PETICIÓN DE UN ABOGADO. USTED NO ESTÁ SIENDO DEMANDADO.**

SI TRABAJA O HA TRABAJADO PARA ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH COMO EMPLEADO NO EXENTO EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 21 DE OCTUBRE DEL 2015 Y EL 24 DE MARZO DEL 2021, ENTONCES ESTE ACUERDO PUEDE AFECTAR SUS DERECHOS.

#### ***¿Por qué debería leer esta notificación?***

Se ha llegado a un acuerdo propuesto (el “Acuerdo” o “Acuerdo propuesto”) en el juicio de acción de clase y representación titulado *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Corte Superior del Condado de Orange, Caso No. 30-2019-01106371-CU-BT- CXC (la “Acción”). El propósito de esta Notificación de Acuerdo de Acción de Clase y Representación (“Notificación de Clase”) es resumir la Acción e informarle sus derechos y opciones en virtud del Acuerdo propuesto, que resolverá todos los reclamos en la Acción en nombre de todos los Miembros de la Clase o los empleados no exentos que trabajaron para el Demandado entre el 21 de octubre del 2015 y el 24 de marzo del 2021. Si trabajó para el Demandado entre el 7 de febrero del 2019 y el 24 de marzo del 2021, también puede ser Miembro de la PAGA, cuyos derechos y privilegios se analizan a continuación. Se presenta un Acuerdo formal ante la Corte, cuya copia puede solicitar, como se describe a continuación. Si hay alguna inconsistencia material entre esta notificación y el Acuerdo, entonces, sujeto a la revisión de la Corte, prevalecerán las disposiciones del Acuerdo.

Se celebrará una Audiencia de Homologación Definitiva con respecto al Acuerdo ante el Honorable Peter Wilson el [FECHA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] a las [HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, para determinar si el Acuerdo es justo, adecuado y razonable. Como la fecha y la hora de la Audiencia de Homologación Definitiva puede cambiar sin aviso previo, debe contactar al Administrador del Acuerdo o al Abogado de la Clase para más actualizaciones.

**COMO MIEMBRO DE LA CLASE, USTED PUEDE SER ELEGIBLE PARA RECIBIR UN PAGO INDIVIDUAL DEL ACUERDO Y QUEDARÁ OBLIGADO A LA EXONERACIÓN DE RECLAMOS QUE SE DESCRIBE EN ESTA NOTIFICACIÓN Y AL ACUERDO PRESENTADO ANTE LA CORTE, A MENOS QUE SOLICITE OPORTUNAMENTE EXCLUIRSE DEL ACUERDO.**

| <b>SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>No hacer nada</b>                                       | Si no hace nada, entonces será considerado parte de la Clase y recibirá los beneficios del acuerdo como se explica con más detalle a continuación. También renunciará a diferentes derechos para iniciar una acción legal por separado contra el Demandado Orange County Association for Mental Health (“Demandado”) y cualquiera de las Partes Exoneradas sobre la base de cualquier Reclamo                                                                                                                                    |
| <b>Solicitud de ser excluido o "excluirse" del Acuerdo</b> | Si no desea participar en este Acuerdo, entonces debe excluirse del Acuerdo por escrito al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA]. Si decide excluirse, entonces no recibirá beneficios en virtud del Acuerdo ni exonerará ningún reclamo contra el Demandado. Sin embargo, si también califica como miembro de la PAGA, no puede optar por no participar en el componente de la PAGA del Acuerdo y seguirá recibiendo un pago individual en                                                    |
| <b>Oponerse al Acuerdo</b>                                 | Si desea oponerse al Acuerdo, entonces debe o escribir al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA] explicando por qué se opone al Acuerdo, u oponerse al Acuerdo en persona o a través del abogado en la audiencia de Homologación final. Esta opción está disponible solo si no opta por no excluirse en el Acuerdo. Por favor tenga en cuenta que si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida. |

|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Impugnar u oponerse a su Semana Laboral o créditos del Período de Pago</b> | Si desea impugnar u oponerse el número de Semanas Laborales o créditos del Período de Pago en virtud de la PAGA que los Administradores del Acuerdo tienen la intención de asignarle con el fin de calcular su parte de los fondos del Acuerdo, luego debe escribirle al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA], por qué se opone a los créditos junto con la documentación de respaldo que posee para apoyar la disputa. |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### ***¿Quién se ve afectado por este Acuerdo propuesto?***

La Corte ha certificado, únicamente con fines del acuerdo, la siguiente clase de personas (la "Clase"):

Todos los empleados no exentos actuales o exempleados del Demandado que trabajaron en el Estado de California en cualquier momento entre el 21 de octubre del 2015 y el 31 de marzo del 2021 ("Período de la Clase").

De acuerdo con los registros del Demandado, usted es miembro de la Clase ("Miembro de la Clase").

### ***¿De qué se trata la Acción?***

Las Demandantes Shirley Goemaat y Rehana Baluch ("Demandantes") alegan los siguientes reclamos contra el Demandado en su nombre y en el nombre de la Clase: (1) no pagar salarios mínimos; (2) no pagar salarios por horas extra; (3) no proporcionar períodos de comida correspondientes; (4) no proporcionar períodos de descanso correspondientes; (5) no reembolsar a los empleados por los gastos necesarios; (6) no proporcionar talones de cheque precisos y desglosados; (7) no pagar de manera oportuna todos los salarios adeudados al momento de despido o renuncia de los empleados; (8) prácticas comerciales injustas e ilegales conforme al Código de Negocios y Profesiones de California, artículo 17200, *et seq*; (9) y sanciones civiles conforme a la Ley de Procuraduría General Privada ("PAGA") del Código Laboral de California.

El Demandado niega toda responsabilidad y confía en que cuenta con sólidas defensas de hecho y de derecho para estos reclamos, pero reconoce los riesgos, distracciones y costos asociados con el litigio. El Demandado sostiene que su conducta es y ha sido lícita en todo momento relevante y que los reclamos de las Demandantes no tienen fundamento y no cumplen con los requisitos para la certificación de la clase.

Este Acuerdo es un acuerdo mutuo al que se llega de buena fe, luego de negociaciones en condiciones de igualdad entre las Demandantes y el Demandado (en adelante mencionados como las "Partes"), a través de sus abogados, y no constituye una admisión de responsabilidad por parte del Demandado. Ambas partes acuerdan que, considerando los riesgos y los gastos asociados con la litigación continua, el presente Acuerdo es justo, adecuado y razonable. Las Demandantes también creen que este Acuerdo es en el mejor interés de todos los Miembros de la Clase.

La Corte no se ha pronunciado sobre el fondo de la causa con respecto a reclamos de las Demandantes o las defensas del Demandado.

### ***¿Quiénes son los abogados que representan a la Clase?***

Los abogados que representan a las Partes en la Acción ("Abogados de la Clase") son:

#### **Abogados de la Clase y de las Demandantes Goemaat y Baluch**

Taras Kick

**THE KICK LAW FIRM, APC**

815 Moraga Drive

Los Angeles, California 90049

Teléfono: (310) 395-2988

Fax: (310) 395-2088

### ***¿Cuáles son los términos del Acuerdo?***

Sujeto a la Orden de Homologación Definitiva de la Corte, el Demandado pagará no menos de \$175,000.00 (el "Importe Bruto del Acuerdo") por: (1) Pagos Individuales del Acuerdo a los Miembros de la Clase que no se excluyeron del Acuerdo ("Miembros Participantes de la Clase"); (2) Costos de Administración del Acuerdo al Administrador del Acuerdo; (3) el Pago en virtud de la PAGA a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA"); (4) Pagos Individuales en virtud de la PAGA a los Miembros de la Clase; (5) Aumentos en el Pago para el Representante de la Clase a las Demandantes; (6) la Asignación para el Pago de Honorarios de Abogados a los Abogados de la Clase; y (7) la Asignación del Costo de los Abogados de la Clase para los Abogados de la Clase.

**Pagos Individuales del Acuerdo.** Después de la deducción de los Costos de Administración del Acuerdo, el Pago en virtud de la PAGA a la LWDA, el Pago en virtud de la PAGA a los Miembros de la PAGA, los Aumentos en el Pago a los Representantes de la Clase, la Asignación para el Pago de Honorarios y Costos a los Abogados de la Clase del Importe Bruto del Acuerdo, el importe restante constituirá el Importe Neto del Acuerdo. De este Importe Neto del Acuerdo, el Demandado, a través del Administrador del Acuerdo, distribuirá los Pagos Individuales del Acuerdo a cada Miembro Participante de la Clase.

**Pago Individual en Virtud de la PAGA.** Si usted trabajó para el Demandado en el Estado de California como empleado no exento en cualquier momento entre el 7 de febrero del 2019 y el 24 de marzo del 2021 (“Período de la PAGA”), entonces también puede ser un Miembro de la PAGA. Si usted es un Miembro de la PAGA y se homologa el Acuerdo de manera definitiva, entonces tendrá derecho a un Pago Individual en virtud de la PAGA. Debido a que los Pagos Individuales en virtud de la PAGA son de naturaleza "representativa", no constituyen una contraprestación ofrecida o intercambiada por la exoneración de los derechos de acción privados e individuales de los Miembros de la Clase. Esto significa que los Miembros de la PAGA no pueden excluirse del componente de la PAGA del Acuerdo, pero sí pueden excluirse del Acuerdo y retener el derecho de demandar al Demandado de manera individual por cualquier otro Reclamo Exonerado.

Si la Corte homologa de manera definitiva el Acuerdo, entonces el Administrador del Acuerdo enviará por correo el primero de los pagos a más tardar 75 días después de la Orden de Homologación Definitiva y Sentencia Definitiva. Si los cheques del Pago Individual del Acuerdo y los cheques del Pago Individual en virtud de la PAGA siguen sin cobrarse 180 días después de la distribución masiva inicial del Administrador del Acuerdo, entonces los cheques no cobrados serán anulados, se transferirán a Public Counsel, una organización sin fines de lucro que, entre otras cosas, brinda servicios legales pro bono en sitios en California, y el Miembro Participante de la Clase quedará vinculado a los términos del Acuerdo.

A los efectos de la declaración de impuestos, todos los Pagos Individuales del Acuerdo se caracterizarán en un veinticinco por ciento (25%) como salarios, sujeto a informe en el Formulario W-2 del IRS, y en setenta y cinco por ciento (75%) como no salarios, sujeto a informe en el Formulario 1099 del IRS. Todos los Pagos Individuales en virtud de la PAGA se caracterizarán cien por ciento (100%) como no salarios y estarán sujetos a informe en el Formulario 1099 del IRS. El Administrador del Acuerdo deducirá los impuestos locales, estatales y federales aplicables de la parte salarial de los Pagos Individuales del Acuerdo únicamente y emitirá los Formularios W-2 y 1099 del IRS con todos los cheques del Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA.

Ninguna de las Partes ni sus abogados realizan declaración alguna con respecto a las consecuencias impositivas de este acuerdo o su participación en él. Los Miembros de la Clase deben hablar con sus propios asesores impositivos sobre las consecuencias impositivas del Acuerdo. El Abogado de la Clase no puede ofrecer asesoramiento con respecto a las consecuencias impositivas locales, estatales o federales de los pagos a ningún Miembro de la Clase.

**Costos de Administración del Acuerdo, Pago en virtud de la PAGA a la LWDA, Aumentos en el Pago a los Representantes de la Clase y honorarios y costos de abogados.** Sujeto a la homologación definitiva de la Corte, los siguientes montos se deducirán del Importe Bruto del Acuerdo antes del desembolso para los Pagos Individuales del Acuerdo. Las Partes estiman que los costos de administración del Acuerdo no excederán los \$10,000.00. Se pagará un Pago en virtud de la PAGA de \$15,000.00 a la LWDA por sanciones en virtud de la PAGA. Se pagarán los Pagos Individuales en virtud de la PAGA de \$5,000.00 a los Miembros de la PAGA además a todos los Miembros de la PAGA sobre la base de sus créditos de Período de Pago en virtud de la PAGA. Se pagarán los Aumentos en el Pago a los Representantes de la Clase de hasta \$10,000.00 a cada Demandante (por un total de \$20,000.00) por sus esfuerzos en llevar adelante la Acción en nombre de la Clase. Se pagará a los Abogados de la Clase una Asignación por los Honorarios a los Abogados de la Clase de al menos \$58,333.33 o un tercio (1/3) del Importe Bruto del Acuerdo por honorarios de abogados y una Asignación del Costo de los Abogados de la Clase de hasta \$15,000.00 para el reembolso de los costos razonables incurridos en la Acción. Después de estas deducciones, el monto restante constituirá el “Importe Neto del Acuerdo” y se distribuirá a los Miembros Participantes de la Clase.

**¿Cuánto dinero debe esperar como Pago Individual del Acuerdo y como Pago Individual en virtud de la PAGA?**

**Cálculos del Pago Individual del Acuerdo.** El Administrador del Acuerdo determinará los importes del Pago Individual del Acuerdo (1) dividiendo el Importe Neto del Acuerdo por el número agregado de los créditos de Semanas Laborales asignados a todos los Miembros Participantes de la Clase, lo que resulta en el “Valor en Dólares de la Semana Laboral”; y (2) multiplicando el Valor en Dólares de la Semana Laboral con el número de créditos de Semanas Laborales asignados

a cada Miembro Participante de la Clase.

**Créditos de Semanas Laborales.** El Administrador del Acuerdo acreditará a cada Miembro Individual Participante de la Clase un (1) crédito de Semana Laboral por cada semana calendario que el Miembro Participante de la Clase haya trabajado al menos un (1) día o que se identifique como empleado del Demandado en el estado de California durante el Período de la Clase. En la actualidad, el Demandado estima que los Miembros de la Clase trabajaron para el Demandado en total 25,124 Semanas Laborales.

**Cálculos del Pago Individual en virtud de la PAGA.** El Administrador del Acuerdo determinará los importes del Pago Individual en virtud de la PAGA (1) dividiendo el Pago en virtud de la PAGA a los Miembros de la PAGA por el número total de créditos de Período de Pago en virtud de la PAGA asignados a todos los Miembros de la PAGA, lo que resulta en el “Valor en Dólares del Período de Pago en virtud de la PAGA con el número de créditos de Período de Pago en virtud de la PAGA asignados a cada Miembro de la PAGA.

**Créditos de Períodos de Pago en virtud de la PAGA.** El Administrador del Acuerdo acreditará a cada Miembro Individual de la PAGA un (1) crédito de Período de Pago en virtud de la PAGA a cada período bimensual del Miembro de Individual de la PAGA a partir del primer día de cada mes calendario hasta el día 15 de ese mes y desde el día 16 de un mes calendario hasta el último día de ese mes calendario durante el cual un Miembro de la PAGA trabajó al menos un (1) día o se identifica como empleado del Demandado en el estado de California en los registros del Demandado durante el Período de la PAGA. En la actualidad, el Demandado estima que los Miembros de la PAGA trabajaron para el Demandado en total 11,780 Semanas Laborales.

**Sus Semanas Laborales asignadas de manera preliminar y Períodos de Pago en virtud de la PAGA y el Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA estimados:** El Demandado ha proporcionado al Administrador del Acuerdo las fechas en que todos los Miembros de la Clase y los Miembros de la PAGA trabajaron durante el Período de la Clase y el Período de la PAGA. Sobre la base de los registros del Demandado, el Administrador del Acuerdo tiene la intención de acreditarle los siguientes créditos de Semanas Laborales y Períodos de Pago en virtud de la PAGA:

<<Total de Semanas Laborales>> Créditos de Semanas Laborales

<<Total de Semanas Laborales>> Créditos de Períodos de Pago en virtud de la PAGA.

Sobre la base del valor de la Semana Laboral preliminar de <<\$X.XX.00>> y el valor del Período de Pago en virtud de la PAGA preliminar de <<\$X.XX.00>>, **su Pago Individual del Acuerdo estimado y su Pago Individual en Virtud de la PAGA estimado son:**

<<EstSettPayment>> **Pago Individual del Acuerdo**

<<EstPAGAPayment>> **Pago Individual en virtud de la PAGA**

Tenga en cuenta que el importe anterior es solo una estimación antes de todas las deducciones legales requeridas; su pago real puede ser mayor o menor que la cantidad informada más arriba.

***¿Quiénes son las Partes Exoneradas y qué reclamos serán exonerados por los Reclamos Exonerados del Acuerdo propuesto?***

En la Fecha de Entrada en Vigencia, que es la fecha en que la Clase recibe notificación del registro de la Sentencia Definitiva en la manera especificada por la Corte y (i) sesenta y cinco (65) días después de que la Corte dicte la Sentencia Definitiva y no haya apelación, se ha presentado escrito u otra impugnación de la firmeza de la sentencia; o (ii) cinco (5) días después del día cuando todas las apelaciones, escritos u otra impugnación a la Sentencia Definitiva se hayan resuelto de una manera que afirme la firmeza de la sentencia y el momento para la presentación de cualquier otra apelación, escritos u otras impugnaciones hayan caducado, la fecha que sea posterior, y el pago completo del Demandado del Importe Bruto del Acuerdo, se considerará que las Demandantes y cada Miembro Participante de la Clase exoneran completamente, finalmente y para siempre:

- Las “Partes Exoneradas” que consisten en el Demandado y todas sus compañías matrices, subsidiarias, accionistas, propietarios, empleados, funcionarios, directores, agentes, abogados, aseguradores, sucesores y cesionarios actuales y anteriores, que podrían ser responsables de cualquiera de los Reclamos Exonerados.
- Los “Reclamos Exonerados” Son todos los reclamos, derechos, demandas, responsabilidades y causas de acción que surgieron durante el Período de la Clase que fueron alegados o podrían haber sido alegados de manera razonable sobre la base de los hechos afirmados en la demanda vigente en la Acción, incluidos los siguientes

reclamos o causas de acción: (1) no pagar salarios mínimos; (2) no pagar salarios por horas extra; (3) no proporcionar períodos de comida correspondientes; (4) no proporcionar períodos de descanso correspondientes; (5) no reembolsar a los empleados por los gastos necesarios incurridos en el desempeño de las tareas; (6) no proporcionar talones de cheque precisos y desglosados y mantener registros de empleo; (7) no pagar de manera oportuna todos los salarios adeudados al momento de despido o renuncia de los empleados; (8) prácticas comerciales injustas e ilegales; y (9) sanciones civiles conforme a la PAGA e incluye la exoneración de los Reclamos en virtud de la PAGA.

En la Fecha de Entrada en Vigencia, se considerará que el Estado de California, por y a través de la Demandante Goemaat, su representante delegada de la PAGA, ha resuelto y exonerado todos los Reclamos en virtud de la PAGA contra las Partes Exoneradas. "Reclamos de la PAGA" se refiere a todos los reclamos o causas de acción en virtud de la PAGA que podrían haberse basado en los reclamos, causas de acción o teorías legales de reparación alegadas en la notificación de la PAGA a la LWDA de las Demandantes del 7 de febrero del 2020 y al Demandado en el Caso No. LWDA-CM-771404-20 de la LWDA y que fueron alegados o podrían haber sido alegados de manera razonable sobre la base de los hechos afirmados en la demanda vigente en la Acción, incluidos, entre otros, violaciones del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial de California.

### **¿Cuáles son mis opciones en este asunto?**

Tiene cuatro (4) opciones en virtud del Acuerdo: Usted puede: (A) no hacer nada y permanecer en la Clase y recibir un Pago Individual del Acuerdo; (B) solicitar su exclusión o "excluirse" del Acuerdo; (C) oponerse al Acuerdo; y (D) impugnar u oponerse a sus créditos de Semanas Laborales o Períodos de Pago en virtud de la PAGA.

Todas las Solicitudes de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA escritas deben presentarse al Administrador del Acuerdo en: Administrador del Acuerdo para *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, P.O. Box \_\_\_\_\_, [Ciudad], [Estado] [Código postal] por Correo de los Estados Unidos, fax y/o en otra forma escrita a más tardar para [FECHA LÍMITE PARA LA RESPUESTA]. El Administrador del Acuerdo está autorizado a comunicarse con usted si ejerce cualquiera de estas opciones en virtud de este Acuerdo. Además, a menos que indique claramente que no desea que los Abogados de la Clase se comuniquen con usted, los Abogados de la Clase pueden comunicarse con usted para resolver cualquier duda sobre la validez de cualquier Solicitud de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA que envíe.

**OPCIÓN A. No hacer nada.** Si desea permanecer en la Clase y ser elegible para recibir un Pago Individual del Acuerdo en virtud del Acuerdo propuesto, entonces **no necesita tomar ninguna acción y no necesita presentar un formulario de reclamo.**

Si no hace nada (por ejemplo, si no presenta una Solicitud de Exclusión válida y oportuna), permanecerá en la Clase, los Abogados de la Clase lo representarán a los fines de este Acuerdo sin costo directo y se considerará que usted ha dado su consentimiento para exonerar los Reclamos Exonerados como se indica arriba como Miembro Participante de la Clase.

**OPCIÓN B. Solicitud de ser excluido o "excluirse" del Acuerdo.** Si no desea ser parte del Acuerdo propuesto, entonces debe presentar una Solicitud de Exclusión oportuna y válida por escrito al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA] con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto (p. ej., dirección residencial o personal actual y número de teléfono particular o personal); (4) **su declaración que no sea en palabras exactas pero, sin embargo, sustancialmente en una forma y sustancia que indique un deseo de ser excluido del Acuerdo (p. ej., "Deseo ser excluido del acuerdo"; "Me excluyo del acuerdo")**; y (5) su firma o la firma de su representante legal. Si presenta una Solicitud de Exclusión oportuna y válida por escrito, entonces no tendrá más roles en la Acción, no tendrá derecho a ningún beneficio para los Miembros de la Clase (aunque aún puede tener derecho a un Pago Individual en virtud de la PAGA, si califica) en virtud del Acuerdo propuesto y no tendrá derecho o permiso para hacer valer una Oposición al Acuerdo. Si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida.

Si no presenta una Solicitud de Exclusión de la manera que se indica arriba oportunamente, entonces la Corte puede determinar que no se ha excluido, podrá ser considerado Miembro Participante de la Clase y podrá quedar sujeto a la exoneración de los Reclamos Exonerados como se describe arriba y todos los demás términos del Acuerdo. Sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si una Solicitud de Exclusión se presenta de manera escrita y si dicho escrito carece de los cinco (5) puntos enumerados

anteriormente, lo que puede hacer que la solicitud se considere nula e inválida.

**OPCIÓN C. Oponerse al acuerdo.** Puede oponerse por escrito al Acuerdo si envía una Oposición en forma escrita y oportuna al Administrador del Acuerdo antes del [FECHA LÍMITE PARA LA RESPUESTA] con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto actual (por ej., una dirección de correspondencia actual de residencia o personal y el número de teléfono del hogar o personal); (4) su afirmación que indique el fundamento de la oposición; y (5) su firma o la de su representante legal. De manera alternativa, puede oponerse al Acuerdo en persona o a través del abogado en la Audiencia de Homologación Definitiva el [FECHA Y HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701. El Abogado de la Clase no lo asistirá ni representará a los efectos de realizar oposiciones al Acuerdo. Sin embargo, puede contratar a un abogado a cargo suyo para que lo represente en su oposición. **Si la Corte homologa finalmente el Acuerdo a pesar de toda Oposición, entonces es posible y probablemente quedará obligado por los términos del Acuerdo, lo que incluye la exoneración de los Reclamos Exonerados como se indicó anteriormente.**

Si no presenta una Oposición por escrito de la forma descrita anteriormente a tiempo, sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si la oposición escrita es válida.

Si ha presentado una solicitud de Exclusión según se describe en la Opción B más arriba, no tendrá derecho ni se le permitirá afirmar una Oposición al Acuerdo. Si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida.

**OPCIÓN D. Oponerse o disputar sus créditos de semanas laborales o período de pago en virtud de la PAGA:** Si no está de acuerdo con la cantidad de créditos de Semanas Laborales o Períodos de Pago en virtud de la paga que se le asignaron anteriormente, debe enviar una Disputa de Semanas Laborales/Período de Pago en virtud de la Paga escrita, válida y oportuna al Administrador del Acuerdo antes de [FECHA LÍMITE PARA LA RESPUESTA], con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto actual (por ej., una dirección de correspondencia actual de residencia o personal y el número de teléfono del hogar o personal); (4) **una declaración que indique la cantidad de Semanas Laborales y/o Períodos de Pago en virtud de la PAGA que usted considera deberían acreditarse junto con pruebas documentales para avalar su impugnación, si las hubiere;** y (5) su firma o la de su representante legal.

Si no presenta una Disputa de Semanas Laborales/Período de Pago en virtud de la Paga como se describe arriba a tiempo, la Corte podrá determinar que renunció a toda impugnación a los créditos de Semanas Laborales o Período de Pago en virtud de la PAGA que se le asignaron. Sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si una oposición se presenta de manera escrita y si dicho escrito tiene o no los cinco (5) puntos enumerados anteriormente, lo que puede hacer que la disputa de Semanas Laborales/Período de Pago en virtud de la Paga se considere nula e inválida.

En el caso de que haya cualquier asunto relativo a las Solicitudes de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA la Corte tomará una determinación definitiva y resolverá dichos asuntos.

### ***¿Cuál es el próximo paso en la homologación del Acuerdo?***

La Corte celebrará una Audiencia de Homologación Definitiva el [FECHA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] a las [HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, para determinar si el Acuerdo propuesto es justo, razonable y adecuado. La Audiencia de Homologación Definitiva puede reprogramarse sin previo aviso a los Miembros de la Clase. No es necesario que asista a la Audiencia de Homologación Final para recibir el Pago Individual del Acuerdo.

Si la Corte concede la homologación definitiva del Acuerdo, se suministrará notificación de la Sentencia Final mediante publicación electrónica en el sitio web del Administrador del Acuerdo ([www.](http://www.)) dentro de los siete (7) días calendarios posteriores al registro de la Sentencia Final o de alguna otra forma, pero no mediante un correo directamente

dirigido a usted.

### ***¿Cómo puedo obtener información adicional?***

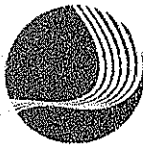
La presente Notificación de Clase constituye un resumen de la Acción y de los términos básicos del Acuerdo. Encontrará más detalles en la Estipulación del Acuerdo de Acción de Clase y Representación que, junto con otros registros en la Acción, está disponible en el sitio web del Administrador del Acuerdo ([www.occourts.org](http://www.occourts.org)). Los documentos también estarán disponibles para su inspección y/o copia durante el horario comercial habitual en la Oficina del Secretario de la Corte o visitando el sitio web de Acceso a Casos de la Corte en <https://www.occourts.org/online-services/case-access/>. Visite el sitio web de la Corte para más información sobre cómo acceder a los documentos a través del enlace de “Acceso a Casos Civiles” con el número de caso (01106371) y el año (2019). También podrá solicitar una copia del Acuerdo del Abogado de la Clase, o contactar al Abogado de la Clase con cualquier pregunta, en las direcciones y números de teléfono indicados anteriormente.

**POR FAVOR, NO CONTACTE A LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.**

### **NOTIFICACIÓN DE RETENCIONES ADICIONALES**

El Administrador del Acuerdo lo identificó como Miembro de la Clase pero no pudo verificar su número de seguro social ni su número de identificación fiscal. Si no completa el Formulario W-9 del IRS adjunto con esta Notificación y lo devuelve al Administrador del Acuerdo, el Administrador del Acuerdo podrá deducir retenciones adicionales de su Pago Individual del Acuerdo. Si tiene preguntas o dudas para completar y devolver el formulario W-9 del IRS adjunto, puede contactar al Administrador del Acuerdo para conversar otras opciones disponibles para verificar su número de seguro social o número de identificación fiscal.

**[PRÓXIMA PÁGINA - FORMULARIO W-9 del IRS]**



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- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Spanish of the corresponding English document.
- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.
- Executed on this Twentieth day of July, 2022 at Los Angeles, California.

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State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on  
this 20th day of July, 2022, by  
*Date Month Year*



(1) REUBEN TRUJEQUE

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

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