

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into by and among plaintiffs Bianca Minix, Dionna Bradshaw, Barbara Smillie, Eva Osorio, and Lawana Williams (“Named Plaintiffs or Class Representatives”), individually and on behalf of the certified class members (“Plaintiffs”), on the one hand, and defendants Sutter Health, Sutter Bay Hospitals, and Sutter Valley Hospitals (“Defendants”), on the other hand, as of the date executed below. Plaintiffs and Defendants shall be referred to collectively herein as the “Parties.” This Agreement is entered into by the Parties to fully and finally resolve, release and dismiss all of Plaintiffs’ individual, class, and representative claims against Defendants in the lawsuit captioned *Minix, et al., v. Sutter Health, et al.*, Alameda Superior Court Case No. RG20061295, (the “Lawsuit”), on the terms set forth herein, including without limitation Paragraph 14 below (the “Settlement”).

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below) on an individual, class, and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. The Class Representatives and Class Counsel believe, and Defendants agree not to contest, that the Settlement confers substantial benefits upon the Class Members.

RECITALS

1. On May 15, 2020, Plaintiffs filed a putative class and Private Attorneys’ General Act (“PAGA”) representative action against Defendants asserting claims for: (1) failure to provide a safe place to work (Lab. Code §§ 6400, 6401, 6403, 6404, & 6407); (2) Private Attorneys General Act Civil Penalties (Lab. Code § 2699(f)); (3) fraudulent concealment of injury (Lab. Code § 3602(b)(2)); (4) violation of the Unfair Competition Law—Unlawful Conduct (Bus. & Prof. Code §§ 17200 et seq.); (5) violation of the Unfair Competition Law—Unfair Conduct (Bus. & Prof. Code §§ 17200 et seq.); and (6) violation of the Unfair Competition Law – Fraudulent Conduct (Bus. & Prof. Code §§ 17200 et seq.).

2. On September 29, 2021, Plaintiffs filed a Fifth Amended Complaint, asserting claims for: (1) PAGA Civil Penalties (Lab. Code § 2699(f)); (2) negligence; (3) fraudulent concealment of injury (Lab. Code § 3602(b)(2)); (4) violation of the Unfair Competition Law—Unlawful Conduct (Bus. & Prof. Code §§ 17200 et seq.); (5) violation of the Unfair Competition Law--Unfair Conduct (Bus. & Prof. Code §§ 17200 et seq.); and (6) violation of the Unfair Competition Law - Fraudulent Conduct (Bus. & Prof. Code §§ 17200 et seq.). Plaintiffs seek equitable and monetary relief on behalf of themselves and a class of other EVS workers for who worked with OxyCide at any point between May 15, 2016, and the Preliminary Approval Date. Plaintiffs further seek PAGA penalties on behalf of similarly situated employees.

3. After initially denying class certification, on August 4, 2022, the Court certified (1) a class seeking equitable relief only, consisting of all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties

included working with OxyCide from May 15, 2016 to the Preliminary Approval Date, and (2) a “negligence subclass” consisting of all class members who experienced burning eyes, burning throat, nasal congestion, nasal irritation, chronic cough, headache, dizziness, nausea, loss of consciousness, nosebleeds, hay fever symptoms, asthma symptoms, respiratory irritation, skin burns, rashes, or reactions affecting their pulmonary or respiratory functions while working with OxyCide from May 15, 2018 to January 6, 2023.

4. On March 24, 2023, Plaintiffs filed a motion for summary adjudication against Sutter Health. On April 7, 2023, Defendants filed their motions for summary adjudication. The hearing on these motions was set for June 22, 2023, but has been continued in light of the Parties’ settlement discussions.

5. At an April 27, 2023, hearing, the Court bifurcated the case to try the equitable claims first to the Court, before discovery by Sutter from named and unnamed class members, followed by a jury trial on the legal claims.

6. The Parties mediated this case and engaged in significant settlement efforts, which most recently included a full-day mediation session with Bruce Friedman on May 25, 2023, leading to a mediator’s proposal that was accepted by the Parties. The Parties thereafter continued their mediation and settlement efforts, including further exchanges of information and data necessary to finalize this Agreement and effectuate a comprehensive class-wide settlement, subject to the Court’s approval.

7. Defendants do not acknowledge, admit to, or concede any of the allegations made in the Lawsuit, and they expressly disclaim and deny any fault, liability, or allegations of wrongdoing asserted in the Lawsuit. Defendants have asserted numerous affirmative defenses in the Lawsuit, which they believe are meritorious. Plaintiffs and Class Counsel believe that the claims asserted in the Lawsuit have merit, and they do not in any way concede that the claims alleged in the Lawsuit lack merit or are subject to any defenses. However, the Parties acknowledge that this Agreement reflects their mutual desire to avoid the expense, risk, delay, and uncertainty of further litigation and to resolve fully, finally, and forever settle and resolve any and all matters between them, including any and all claims that were, may have been, or could have been alleged in the Lawsuit, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises contained herein and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto stipulate and agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

- a. "Class Counsel" shall mean Julie Erickson, Elizabeth Kramer, and Kevin Osborne, of Erickson Kramer Osborne LLP.
- b. "Class Period" shall mean the period from May 15, 2016, to the Preliminary Approval Date.
- c. "Court" shall mean the California Superior Court of Alameda County.
- d. "Defendants' Counsel" shall mean Quyen Ta and Michael Leslie of King & Spalding LLP.
- e. "Effective Date" shall mean the later of (i) the date the Court has entered the Final Approval Order and all time to appeal or seek other judicial review of the Final Approval Order has expired; or (ii) the date the Final Approval Order has been upheld through the resolution of all appeals or other judicial review proceedings if such appeals or other judicial review proceedings were filed and not dismissed.
- f. "Final Approval Hearing" shall mean the hearing at which the Court shall consider and determine whether to enter the Final Approval Order and make such other orders as are contemplated by this Agreement.
- g. "Final Approval Hearing Date" shall mean the date set by the Court for the hearing on any Motions for Final Approval of this Agreement.
- h. "Final Approval Order" shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date. The Parties' proposed Final Approval Order is attached hereto as Exhibit 5.
- i. "Motion for Final Approval" shall mean the motion or motions filed by Class Counsel as referenced in Paragraph 17 below.
- j. "Motion for Preliminary Approval" shall mean the motion or motions filed by Class Counsel as referenced in Paragraph 5 below.
- k. "Notice" shall mean the Court-approved notice to the Settlement Class, which will, among other things, inform them of the Settlement provided for under the terms of this Agreement and notify them of entry of the Preliminary Approval Order, the scheduling of the Final Approval Hearing, and the deadlines set as the Opt-Out Date and Objection Date. The Parties' proposed Notices are attached hereto as Exhibits 2 and 3.
- l. "Notice Date" shall mean the date on which the Notice is sent to the Settlement Class as set forth in Paragraph 6 below.
- m. "Objector" shall mean any Settlement Class Member who objects to the Settlement as set forth in Paragraphs 7(b) and 8 below.
- n. "Opt Out" refers to the process by which qualified employees who are otherwise included in the Settlement Class may request exclusion from the Settlement Class as set forth in Paragraphs 7(c) and 9 below.
- o. "Preliminary Approval Date" shall mean the date on which the Preliminary Approval Order is entered by the Court.

- p. “Preliminary Approval Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to the Settlement Class; the Preliminary Approval Order is more fully described in Paragraph 5 below. The Parties’ proposed Preliminary Approval Order is attached hereto as Exhibit 4.
- q. “Settlement Administrator” shall mean Phoenix Settlement Administrators, an independent, reputable, and commercially reasonable class action settlement administrator selected by Class Counsel that, subject to Court approval, will provide the Notice as set forth herein and otherwise administer the Settlement in accordance with the terms of this Agreement.
- r. “Settlement Class” shall mean the EVS employees who fall within the definitions of the class identified in Paragraph 2(a), below. A list of these employees and their contact information has been provided to Class Counsel prior to the execution of this Agreement, and it will be provided to the Settlement Administrator upon preliminary approval of this Settlement.
- s. “Settlement Class Members” means all employees in the Settlement Class less any Opt-Outs.
- t. “Individual Settlement Payments” shall mean the money to be paid to the Settlement Class Members under the terms of this Agreement.
- u. “Total Settlement Funds” shall mean the Individual Settlement Payments, PAGA Payments, Individual PAGA Payments, and the LWDA PAGA Payment, as those terms are defined herein. Defendants have agreed to pay \$650,000 in Total Settlement Funds to fully settle, resolve, and extinguish any and all claims in the Lawsuit.
- v. “Class Counsel Fee Payment” means the Court-approved award of attorneys’ fees and expenses, limited to no more than Class Counsels’ actual documented lodestar and incurred litigation costs, and in any event not to exceed \$1,200,000. The Class Counsel Fee Payment shall be paid separately by Defendants.
- w. “Service Award Payment” means the total amount of the Court-approved awards to Plaintiffs in recognition of their service to the Class, not to exceed \$50,000. The Service Award Payment shall be paid separately by Defendants.
- x. “Non-Monetary Settlement Terms” are the agreed-upon items set forth in Exh. A that Sutter Health agrees to implement across its general acute care hospitals after the Effective Date.
- y. “Individual PAGA Payment” means the per capita share of 25% of the PAGA Payment, calculated according to the number of PAGA-Eligible Employees, whether or not they requested to be excluded from the Settlement, as explained below in Paragraph 4.
- z. “LWDA” means the California Labor and Workforce Development Agency.

- aa. “LWDA Notice” means the PAGA letters that Class Counsel sent to the LWDA and Defendants on behalf of Plaintiffs, providing notice pursuant to Labor Code section 2699.3(a).
- bb. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699(i).
- cc. “PAGA Released Claims” means the PAGA claims being released as described in Paragraph 14 below.
- dd. “PAGA-Eligible Employees” means all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties included working with OxyCide from May 15, 2019 to the present.

2. CLASS ACTION SETTLEMENT

- a. Plaintiffs shall propose and recommend to the Court that a Settlement Class be certified, which class shall be comprised of the employees who are part of the classes previously certified by the Court. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Lawsuit shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendants shall retain all rights to object to maintaining this Lawsuit as a class action, including the right to move to decertify the previously certified classes. The Parties hereto agree to certification, for settlement purposes only, of the following Settlement Class based on the Court’s August 4, 2022, class certification order: (1) a class seeking non-monetary relief only, consisting of “all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties included working with OxyCide from May 15, 2016 to the Preliminary Approval Date ,” and (2) a “negligence Subclass” consisting of “all class members who experienced burning eyes, burning throat, nasal congestion, nasal irritation, chronic cough, headache, dizziness, nausea, loss of consciousness, nosebleeds, hay fever symptoms, asthma symptoms, respiratory irritation, skin burns, rashes, or reactions affecting their pulmonary or respiratory functions while working with OxyCide from May 15, 2018 to January 6, 2023 and who filed a report with Sutter or submitted a qualifying Subclass Questionnaire.”
- b. Specifically excluded from the Settlement Class are the following persons: (1) Class Counsel and their immediate family members; (2) any judges or mediators who have presided over the Lawsuit and their immediate family members; and (3) any employee who has separately settled and released his or her claims against Defendants.
- c. In the event that the Agreement is terminated pursuant to its terms or is not approved in any material respect by the Court, or such approval is reversed,

vacated, or modified in any material respect by the Court or by any other court, the certification of the Settlement Class shall be deemed vacated, the Lawsuit shall proceed as if the Settlement Class had never been certified, and Defendants retain all of their rights and defenses, including without limitation the right to challenge the appropriateness and suitability of class treatment in this event.

3. COMMITMENT TO COOPERATE

- a. The Parties agree that it is in their respective interests to (1) consummate this Agreement and all the terms and conditions contained herein; (2) cooperate with each other; (3) take all actions reasonably necessary to recommend and obtain Court approval of this Agreement and entry of the orders of the Court that are required to implement its provisions; and (4) support this Agreement in accordance with, and subject to, the provisions of this Agreement. Plaintiffs, Defendants, and their respective counsel shall cooperate in presenting papers, declarations, affidavits, and testimony to the Court as may be necessary to effectuate the purpose and intent of this Agreement.

4. THE SETTLEMENT PAYMENTS AND NON-MONETARY SETTLEMENT TERMS

- a. Subject to the provisions in this Agreement and the Final Approval Order of the Court, Defendants have agreed to pay \$650,000 in Total Settlement Funds within fifteen (15) days of the Effective Date to fully, finally, and forever settle, resolve, and extinguish any and all claims that were raised, or that could have been raised, in the Lawsuit. Total Settlement Funds will be used to pay the Individual Settlement Payments, PAGA Payments, Individual PAGA Payments, and the LWDA PAGA Payment. Subject to the provisions in this Agreement, Defendants agree to separately pay the Class Counsel Fee Payment and the Service Award Payment. Subject to the provisions in this Agreement and the Final Approval Order, Sutter Health has also agreed to implement the non-monetary settlement terms attached as Exhibit 1 across its general acute care hospitals after the Effective Date.
- b. Subject to the provisions in this Agreement and the Final Approval Order of the Court, Plaintiffs are recommending an allocation of a total of \$550,000 in Individual Settlement Payments to the Settlement Class Members for non-PAGA claims. Defendants do not object to this recommendation, but the Parties agree that the ultimate allocation is subject to the Court's discretion in reviewing and approving this Settlement, including in the Final Approval Order.
- c. **PAGA Payments.** Out of the Total Settlement Funds, and subject to Court approval, Plaintiffs are recommending an allocation of a total of \$100,000.00 to resolve the claims asserted by Plaintiff in the Action, as proxy for the State

of California, for civil penalties under PAGA. Seventy-five percent (75%) of this amount (\$75,000.00) will be paid to the LWDA. The remaining twentyfive percent (25%) (\$25,000.00) will be distributed to the PAGA-Eligible Employees on a per capita basis. Defendants do not object to this recommendation, but the Parties agree that the ultimate allocation is subject to the Court's discretion in reviewing and approving this Settlement, including in the Final Approval Order.

- d. **Individual PAGA Payments.** The Settlement Administrator will calculate each eligible employee's Individual PAGA Payment by distributing the \$25,000.00 PAGA payment to the PAGA-Eligible Employees on a per capita basis. Defendants do not object to this recommendation, but the Parties agree that the ultimate allocation is subject to the Court's discretion in reviewing and approving this Settlement, including in the Final Approval Order.

5. PRELIMINARY APPROVAL OF SETTLEMENT

- a. Within thirty (30) days of the date this Agreement is fully executed, Class Counsel shall use reasonable efforts to file a Motion for Preliminary Approval of the Settlement provided for in this Agreement and request the entry of the Preliminary Approval Order, which, among other things, will:
 - i. Preliminarily approve this Settlement.
 - ii. Provisionally certify the Settlement Class for settlement purposes.
 - iii. Appoint Class Counsel as counsel for the provisionally certified Settlement Class.
 - iv. Preliminarily find that the proposed Settlement is fair, reasonable, and adequate, and order that the Notice be provided to the Settlement Class as set forth in Paragraph 6 below (or as otherwise determined by the Court), which Notice will: (1) describe the essential terms of the Settlement; (2) disclose Class Counsel's intention to file an application with the Court requesting a Service Award Payment to the Named Plaintiffs, as Class Representatives; (3) provide information regarding Class Counsel's intention to file an application with the Court requesting the award of a Class Counsel Fee Payment; (4) identify the time and place of the Final Approval Hearing; (5) set forth the procedures for objecting to the Settlement; (6) set forth the procedures for opting out of the Settlement; (7) set forth the procedures for objecting to the Class Counsel Fee Payment; (8) identify the amount of the Individual Settlement

Payment; (9) explain the process for payment of the Total Settlement Payments; and (10) prominently display the contact information for Class Counsel.

- v. Schedule the Final Approval Hearing. vi. Appoint the Settlement Administrator.
- vii. Approve the Notice and direct the Settlement Administrator to disseminate the Notice in accordance with the terms of this Agreement.
- viii. Find that the Notice: (1) is the best practicable notice; (2) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Lawsuit and of their right to object to or to exclude themselves from the proposed Settlement; (3) is reasonable and constitutes due, adequate, and sufficient notice to all class members entitled to receive notice; and (4) meets all requirements of applicable law.
- ix. Require the Settlement Administrator to file proof of compliance with the Notice provisions of this Agreement no later than seven (7) calendar days before the Final Approval Hearing Date.
- x. Require any member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Date in compliance with the provisions of this Agreement and as set forth in the Notice.
- xi. Order that any member of the Settlement Class who does not timely and validly Opt Out of the Settlement Class will be bound by all proceedings, orders, and judgments in the Lawsuit.
- xii. Require any Settlement Class Member who does not Opt Out and who wishes to object to the fairness, reasonableness or adequacy of the Settlement or the requested Class Counsel Fee Payment or Incentive Award Payment to submit an appropriate, timely Objection to the Settlement Administrator, postmarked no later than the Objection Date in compliance with the provisions of this Agreement and as set forth in the Notice. xiii. Order that any responses to any Objection shall be included in the Motion for Final Approval.

- xiv. Direct the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving requests for exclusion and any other communications, and providing that only the Settlement Administrator, Class Counsel, Defendants' Counsel, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement.
- xv. Directing that Class Counsel's application for a Class Counsel Fee Payment and a Service Award Payment be filed at least forty-five (45) days prior to the Final Approval Hearing, and provide at least twenty-five (25) days for Settlement Class Members to Object.
- xvi. Order the Settlement Administrator to provide the Opt-Out List to Class Counsel and Defendants' Counsel within fifteen (15) days after the Opt-Out Date and then file with the Court the Opt-Out List with an affidavit attesting to the completeness and accuracy thereof no later than seven (7) calendar days before the Final Approval Hearing Date.

6. NOTICE TO THE SETTLEMENT CLASS

- a. Each individual in the Settlement Class will be sent a Notice identifying the specific amount of the settlement payments to which they are entitled (the "Individual Settlement Payment"). In addition, each individual in the Settlement Class will be sent a Notice identifying the specific amount of the Individual PAGA Payment to which they are entitled. The Notice will also include details about the Class Counsel Fee Payment, the Service Award Payment, and Settlement Administrator Fees, including the maximum amounts that can be requested from the Court for the Class Counsel Fee Payment and the Service Award Payment (and the procedure for objecting to the Class Counsel Fee Payment request), and the anticipated amount of Settlement Administrator Fees.
- b. Defendants shall provide to the Settlement Administrator and Class Counsel the list of individuals it has determined are in the Settlement Class (the "Settlement Class List"), along with their addresses and last known contact information for the purpose of sending the Notice. Additionally, Plaintiffs shall provide to the Settlement Administrator and Defendants' Counsel the Settlement Class List and the Individual Settlement Payment Summary for each member of the Settlement Class, at their own expense, not later than fifteen (15) days after the Preliminary Approval Date.
- c. The Settlement Administrator shall send the Notice to the Settlement Class via first-class United States mail to the last-known mailing address for each individual in the Settlement Class. The Settlement Administrator may use

alternative or additional methods to contact members of the Settlement Class, including, but not limited to, electronic mail or other electronic notification, based on any alternative or additional contact information in Defendants' possession, or as otherwise specified by the Court in the Preliminary Approval Order, and is not otherwise required to update the Settlement Class List.

- d. The Notice shall be sent by the Settlement Administrator as soon as practicable after the Court has entered the Preliminary Approval Order, but not later than sixty (60) days after the filing of the Motion for Preliminary Approval or thirty (30) days after the Preliminary Approval Date, whichever is later.
- e. The Settlement Administrator shall maintain a database showing mailing addresses, and email addresses to the extent used, to which each Notice was sent and any Notices that were not delivered by mail or email. A summary report of the results of sending the Notice shall be provided to the Parties upon request and not later than ten (10) business days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the recipients of the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third-party.
- f. The Settlement Administrator shall file proof of compliance with the Notice provisions of this Agreement no later than seven (7) calendar days before the Final Approval Hearing Date.

7. SETTLEMENT OPTIONS. All members of the Settlement Class shall have the following options upon receipt of the Notice, which options shall be set forth in the terms of the Notice itself:

- a. Do nothing and, thus, accept the terms of the Settlement, including the amount of the Individual Settlement Payment identified in the Notice;
- b. Object to the Settlement in its entirety, but agree to receive only the Individual Settlement Payment identified in the Notice if the Settlement is approved by the Court; or
- c. Opt Out of the non-PAGA provisions of this Settlement Agreement.

8. OBJECTION RIGHTS AND TIMING AS TO THE SETTLEMENT

- a. Each Settlement Class Member may object to the Settlement as set forth in Paragraph 7(b) above ("Objection") by providing written notice, in the manner specified in the Notice, of his/her Objection to the Settlement by the deadline set by the Court as the Objection Date. When seeking Preliminary Approval of the Settlement, the Parties agree to request that the Court set the Objection Date for the date that is forty-five (45) days after the Notice Date (the "Objection Date").

- b. To be valid and considered by the Court, the Objection must be in writing and sent by first-class mail, postage pre-paid, as set forth in the Notice, to the Settlement Administrator. The Objection must be postmarked on or before the Objection Date, and must include the following information: (i) the Objector's name, address, telephone, number, and the contact information for any attorney retained by the Objector in connection with the Objection or otherwise in connection with the Lawsuit; (ii) a statement of the factual and legal basis for each Objection and any exhibits the Objector wishes the Court to consider in connection with the Objection; and (iii) a statement as to whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address and telephone number.
- c. The Settlement Administrator shall deliver to both Class Counsel and Defendants' Counsel complete copies of any and all Objections received within fifteen (15) days after the Objection Date, and then file with the Court copies of any Objections received at least seven (7) calendar days before the Final Approval Hearing Date, unless another date is set by the Court.
- d. The Court will have discretion to hear from any Settlement Class Members who attend the Final Approval Hearing and ask to speak regarding their objections to the Settlement, regardless of whether they submitted written objections.

9. OPT OUT RIGHTS AND TIMING

- a. Individuals who are otherwise included in the Settlement Class may request exclusion from the Settlement Class as set forth in Paragraph 7(c) above (*i.e.*, Opt Out) regarding the non-PAGA provisions of this Settlement Agreement by providing written notice to the Settlement Administrator, in the manner specified in the Notice, on or before the date set by the Court as the Opt-Out Date. When seeking Preliminary Approval of the Settlement, Class Counsel agree to request that the Court set the Opt-Out Date for the date that is fortyfive (45) days after the Notice Date (the "Opt-Out Date").
- b. It is understood and agreed that PAGA-Eligible Employees will not have the opportunity to opt out of the PAGA provisions of this Settlement Agreement.
- c. Individuals who are otherwise included in the Settlement Class who timely and validly request to Opt Out shall be excluded from the Settlement and from the Settlement Class and shall no longer be a Settlement Class Member. Any individual otherwise included in the Settlement Class who does not submit a request to Opt Out by the Opt-Out Date, or who does not otherwise comply with the agreed-upon Opt-Out procedure approved by the Court shall be deemed a Settlement Class Member and shall be bound by the terms of this Agreement and the Final Approval Order. Any individual who files both an Objection and a request to Opt Out shall be deemed to have opted-out.

- d. The Settlement Administrator shall maintain a list of Opt-Outs (the “Opt-Out List”) and shall provide such list to Class Counsel and Defendants’ Counsel within fifteen (15) days after the Opt-Out Date, and then file with the Court the Opt-Out List with an affidavit attesting to the completeness and accuracy thereof no later than seven (7) calendar days before the Final Approval Hearing Date, unless another date is set by the Court.
- e. The Settlement Administrator shall retain the originals of all documentation received from the Opt-Outs (including the envelopes with postmarks). Such documentation shall be made available to Class Counsel, Defendants’ Counsel, or the Court upon three (3) business days’ written notice.
- f. Any class members otherwise included in the Settlement Class who timely and validly submitted a request to Opt Out shall have until the Final Approval Hearing to deliver to Class Counsel and the Settlement Administrator a written revocation of such request to Opt Out. Class Counsel shall timely apprise the Court of such revocations, if any.

10. THE SETTLEMENT ADMINISTRATOR

- a. The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement.
- b. The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Settlement.
- c. Defendants shall provide to the Settlement Administrator and Class Counsel the Settlement Class List and the Individual Settlement Payment Summary for each member of the Settlement Class, along with the last known addresses and last known email address (if any) for each member of the Settlement Class for the purpose of preparing and sending the Notice.
- d. The Settlement Administrator, among other things, shall be responsible for providing the Notice set forth in Paragraph 6 above and otherwise administering the Settlement according to the terms of this Agreement, including posting all relevant case materials to settlement website. The Settlement Administrator will post Class Counsel’s application for attorney’s fees and costs, and for service awards to the settlement website promptly after the application is filed, and post instructions for Settlement Class Members to object or comment on the application. Settlement Class Members will have a minimum of twenty-five (25) days to object or comment.
- e. The Parties agree that the Settlement Administrator may communicate with the Settlement Class regarding the provisions of this Agreement, so long as such communications are not inconsistent with the Notice or other terms of

this Agreement. The Parties agree that from the Notice Date until the Effective Date, Defendants shall make reasonable efforts to refer all inquiries from the Settlement Class concerning the Settlement or this Agreement to the Settlement Administrator. Nothing contained, herein, however, shall prevent Defendants from communicating with the Settlement Class in the ordinary course of Defendants' business.

- f. The Settlement Administrator shall keep all information regarding the Settlement Class confidential except as otherwise provided herein. Unless otherwise prohibited by law or order of the Court, all data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Effective Date, provided that Class Counsel and Defendants' Counsel, or either of them, at their own cost, shall receive a complete digital copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies.
- g. The Settlement Administrator shall be responsible for timely and properly preparing and filing all tax returns necessary or advisable, if any, with respect to the Total Settlement Funds. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments received under the terms of this Agreement.
- h. The Settlement Administrator shall provide the data in its claims administration database to Class Counsel and/or Defendants' Counsel in response to any written request, including an email request, for such information. The written request shall be copied to the other Party's counsel when made.
- i. Within ninety (90) days after the Effective Date, the Settlement Administrator shall prepare a declaration for the Parties setting forth the total amounts paid to the Settlement Class Members by the Settlement Administrator; a listing of all checks not cashed and/or returned; the total amount of all checks that were not cashed and/or returned; the efforts undertaken to follow up on uncashed and/or returned checks; and the total amount of money being held by the Settlement Administrator.

11. SETTLEMENT ADMINISTRATOR FEES. All reasonable fees, costs, and expenses related to the administration of this Settlement or otherwise incurred by the Settlement Administrator ("the Settlement Administrator Fees") shall be paid by Class Counsel. The Settlement Administrator Fees shall not exceed \$25,000.

12. SERVICE AWARD TO NAMED PLAINTIFFS. Class Counsel will make an application to the Court for a service award for each of the Named Plaintiffs no later than forty-five (45) days prior to the Final Approval Hearing. The total amount of service awards requested for all Plaintiffs shall not exceed \$50,000 in the aggregate.

Class Counsel's application will include the specific amount requested for each Plaintiff and the legal and factual support for that amount. The Parties agree that the ultimate awards are subject to the Court's discretion in reviewing and approving this Settlement, including in the Final Approval Order. Defendants reserve their right to oppose the application. The total amount of any service award approved by the Court (the "Service Award Payment") shall be paid by Defendants within fifteen (15) days after the Effective Date.

13. CLASS COUNSEL FEES. Class Counsel shall apply to the Court for approval of a request for their fees and costs no later than forty-five (45) days prior to the Final Approval Hearing, and request that the fee motion be heard at the Final Approval Hearing. Class Counsel's application will be limited to no more than their actual documented lodestar and incurred litigation costs, and in any event will not to exceed \$1,200,000. The Parties agree that the ultimate fee award is subject to the Court's discretion. Defendants reserve their right to oppose the application, except that Defendants agree that Class Counsel may file their fee application as a separate motion under California Code of Civil Procedure section 1021.5. The Class Counsel Fee Payment shall be paid separately by Defendants within fifteen days (15) days after the Effective Date.

14. RELEASE

- a. Upon the date on which Defendants transfer the Total Settlement Funds to the Settlement Administrator per Paragraph 19(a), Plaintiffs, on behalf of themselves and each of the Settlement Class Members, and each of their respective trusts, trustees, heirs, beneficiaries, assigns, successors, insurers, executors, and administrators (collectively, the "Releasing Parties"), hereby release and forever discharge Defendants, and all of their past, present and future predecessors, successors, parent entities, subsidiaries, divisions, employees, affiliates, officers, directors, shareholders, representatives, attorneys, insurers, agents, and assigns (collectively, the "Released Parties") from any and all causes of action, claims, allegations, damages, costs, fees, or liabilities that were alleged in, or could have been alleged in, or arise out of facts asserted in, the Lawsuit, including without limitation any and all complaints and amended complaints filed in the Lawsuit (the "Released Claims").
- b. **PAGA Released Claims.** All Participating and Non-Participating Class Members who are PAGA-Eligible Employees hereby release and forever discharge the Released Parties from any and all claims for PAGA civil penalties, arising from May 16, 2019, through the Preliminary Approval Date, that were alleged or reasonably could have been alleged based on the facts contained in the Lawsuit, and/or in Plaintiff's LWDA Notice. It is understood and agreed that PAGA-Eligible Employees will not have the opportunity to opt out of this PAGA Release.

- c. **Plaintiffs' Additional Release.** In addition to the Released Claims and the PAGA Released Claims, each of the Named Plaintiffs, in their individual capacities, agrees to release and forever discharge the Released Parties from any and all claims they may have, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendants, their termination (if applicable), their compensation while in Defendants' employ, and all other dealings they may have had with the Released Parties.
- d. Subject to Court approval, all Settlement Class Members shall be bound by this Agreement and the releases set forth in Paragraphs 14 and 15, irrespective of whether they received actual notice of the Lawsuit or this Settlement.
- e. Without in any way limiting the scope of the release contained in this Paragraph 14, this release covers any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or the Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of the Settlement and the Released Claims, as well as the Individual Settlement Payments, Service Award Payment, Class Counsel Fee Payment, Settlement Administrator's Fees, PAGA Payments, Individual PAGA Payments, LWDA PAGA Payment, and all costs of suit, expert fees and expenses.

15. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

- a. With respect to all Released Claims, PAGA Released Claims, and Plaintiffs' Additional Release, Releasing Parties agree that, upon the Effective Date, they are each waiving any and all provisions, rights, and benefits conferred by California Civil Code § 1542, or by any other statutes, common law principles, laws, or rules of similar effect to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.
- b. Releasing Parties, and each of them, acknowledge that they are aware that they may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement and the Released Claims. Nevertheless, it is the intention of the Parties to fully, finally, and forever settle and release all Released Claims, including those that are presently unknown or unanticipated, and Releasing

Parties hereby expressly waive and fully, finally, and forever settle and release, upon the entry of the Final Approval Order, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that is the subject matter of this Lawsuit, whether or not concealed or hidden, without regard to the discovery or existence of such additional or different facts.

16. FINAL APPROVAL OF SETTLEMENT

- a. Within forty-five (45) days after the Opt-out and Objection deadline, Class Counsel shall file a Motion for Final Approval of this Settlement so that the same can be heard on the Final Approval Hearing Date. The Parties agree to work together to identify and submit any evidence that may be required by the Court to satisfy the burden of proof for obtaining final approval of this Settlement and the orders of the Court that are necessary to effectuate the provisions of this Agreement. At the Final Approval Hearing, the Parties shall present evidence necessary and appropriate to obtain the Court's approval of this Settlement and the entry of the Final Approval Order that, among other things:

- i. Finds that the Court has jurisdiction over Plaintiffs, Defendants, and all Settlement Class Members and that the Court has jurisdiction to approve this Settlement and Agreement and all exhibits thereto; ii.

Certifies the Settlement Class for purposes of this

Settlement; iii. Grants final approval of this Settlement as being fair, reasonable, and adequate as to all Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;

- iv. Approves the PAGA provisions of this Settlement;
- v. Declares this Agreement and the Final Approval Order to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the release set forth in Paragraph 14 above maintained by or on behalf of Plaintiffs and all Settlement Class Members, on their own behalf and on behalf of their respective present, former and future administrators, trustees, spouses, attorneys, agents, assigns, executors, heirs, partners, privies, representatives, predecessors-in-interest, and successors, and any other person or entity who may claim through them;

- vi. Finds that the provision of the Notice: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Lawsuit, of their right to object to or to exclude themselves from the proposed Settlement, of their right to appear at the Final Approval Hearing, and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate, and sufficient notice to all class members entitled to receive notice; and (iv) met all requirements of due process and any other applicable law;
- vii. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and this Agreement; viii. Without affecting the finality of the Final Approval Order for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Defendants, Plaintiffs, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement, the Agreement, the Final Approval Order, and for any other necessary purpose;
- ix. Provides that upon entry of the Final Approval Order, the Releasing Parties shall be barred from asserting any Released Claims against the Released Parties, and the Releasing Parties shall have released the Released Claims as against the Released Parties;
- x. Approves the Opt-Out List and determines that the OptOut List is a conclusive and complete list of all members of the Settlement Class who have timely and effectively requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Approval Order; xi. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Agreement as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of the Parties or Settlement Class Members.

17. FINAL APPROVAL ORDER. Upon entry of the Final Approval Order, the Court shall retain jurisdiction to enforce its terms. Notice of the Final Approval Order will be posted on the settlement website established by the Settlement Administrator.

18. CONDITIONS TO SETTLEMENT

- a. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events: (1) the Court has entered the Preliminary Approval Order as required by Paragraph 5 above; (2) the Court has entered the Final Approval Order as required by Paragraph 16 above; (3) all objections, if any, to such Final Approval Order are resolved or overruled; (4) all appeals taken from such Final Approval Order are resolved in favor of approval; (5) no more than 5% of Class Plaintiffs have opted out of this Settlement; and (6) the Effective Date has occurred. The Parties agree that this Agreement is not conditioned upon the allocation amounts set forth in Paragraphs 4, 12 and 13 above, which are subject to the Court's discretion in reviewing and approving this Settlement, including in the Final Approval Order.
- b. In the event this Agreement is terminated pursuant to Paragraph 21 below or fails to become effective in accordance with Paragraph 18(a) above, then any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Lawsuit to class treatment, and the Parties shall be restored to their respective litigation positions in the Lawsuit existing immediately before the execution of this Agreement.

19. DEFENDANTS' TOTAL SETTLEMENT FUNDS

- a. Within fifteen (15) days of the Effective Date, Defendants shall transfer to the Settlement Administrator the Total Settlement Funds in the amount of \$650,000.
- b. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until distributed pursuant to this Agreement.
- c. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation § 1.468B1, 26 C.F.R. § 1.468B-1.
- d. The payment of the fees and costs awarded to Class Counsel shall be paid in accordance with Paragraph 13 above.
- e. The payment of any approved Service Award to the Named Plaintiffs shall be paid in accordance with Paragraph 12 above.
- f. The Settlement Administrator's Fees shall be paid by Class Counsel according to Paragraph 11 above.
- g. In no event shall Defendants pay more than a total of \$1.9 million under this Agreement.
- h. The Individual Settlement Payments and Individual PAGA Payments shall be paid by the Settlement Administrator from the Total Settlement Funds within

thirty (30) days after the Effective Date. Such payments shall be accomplished whenever possible by wire or other electronic transfer, and if not so possible, by check sent from the Settlement Administrator to the Settlement Class Member at the address used to provide the Notice, or at such other address as designated by the Settlement Class Member. The Settlement Class Members shall have ninety (90) days to cash or deposit the check. Any checks uncashed after ninety (90) days shall be distributed pursuant to Paragraph 20 below.

- i. This Settlement is binding even if settlement checks are not cashed. In the event a class member or PAGA-Eligible Employee fails to cash/deposit his or her Individual Settlement Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall nevertheless remain bound by the Settlement Agreement and the Releases above, including without limitation the PAGA Release above.

20. CY PRES PAYMENT. Subject to Court approval, thirty (30) days after the time period to cash the Settlement Class Members' checks pursuant to Paragraph 19(h), above, the total amount of uncashed and returned checks held by the Settlement Administrator shall either be redistributed to Class members or distributed to an appropriate non-profit organization. Plaintiffs, or the Parties jointly, will seek Court approval of any such distribution to a non-profit organization.

21. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT

- a. Within ten (10) days after the occurrence of any of the following events, and upon written notice to counsel for all Parties, Defendants shall have the right, but not the obligation, to withdraw from the Settlement and terminate this Agreement: (i) If the Court materially alters any of the terms of the Agreement (except the Parties agree that any award by the Court in its discretion of the Total Settlement Funds, the Individual Settlement Payments to the Settlement Class Members or the PAGA-Eligible Employees, the Class Counsel Fee Payment, or the Service Award Payment shall not be deemed to be a material alteration, provided that any such Court-awarded amounts do not result in a total payment by Defendants exceeding the total of \$1.9 million agreed to by the Parties); (ii) more than 5% of Class Plaintiffs have opted out of this Settlement; or (iii) If the Preliminary Approval Order or the Final Approval Order is not entered by the Court or is reversed and modified in a material way on appeal.
- b. In the event of a withdrawal or termination pursuant to Paragraph 21(a) above, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Lawsuit to class treatment, and the Parties shall be restored to their respective litigation positions in the Lawsuit existing immediately before the execution of this Agreement.

22. REPRESENTATIONS

- a. The Parties to this Agreement represent that they have read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.
- b. The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.
- c. Plaintiffs, on behalf of the Settlement Class Members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Settlement Class Members.
- d. Plaintiffs represent that they have no conflicts or other personal interests that would in any way impact their representation of the Settlement Class Members in connection with the execution of this Agreement.
- e. Defendants represent and warrant that they have obtained all corporate authority necessary to execute this Agreement.

23. NO ADMISSION OF LIABILITY. This Agreement is not and may not be deemed to be an admission by any Party of any liability to any allegation, claim, or defense asserted by any other Party, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order. Rather, this Agreement is being entered into solely as a compromise of claims relating to the subject matter of the Lawsuit and for the purpose of avoiding the inconvenience, risk, and expense of further litigation of this matter.

24. CONFIDENTIAL INFORMATION

- a. The Parties agree that the data and information supporting the calculation of the Individual Settlement Payments identified in the Notice to the Settlement Class, and all personnel information regarding class members and putative class members, is “Highly Confidential” subject to the Protective Orders in this Lawsuit. Therefore, it is agreed that no person, other than individuals directly employed by Defendants or to whom Defendants have expressly permitted access; the Settlement Administrator and the employees of such Administrator; Class Counsel and the employees and consultants of such counsel; the specific member of the Settlement Class to which such claims/encounter data applies; and such other persons as the Court may order after hearing on notice to all counsel of record in the Lawsuit shall be allowed to access any such information.

- b. The Parties agree that any information previously designated as “Confidential” or “Highly Confidential” under the Protective Orders in the Lawsuit shall retain its confidential status and remain subject to the terms of the Protective Orders after the Effective Date of the Settlement and dismissal of the Lawsuit by the Court.
- c. The Parties and their counsel will treat the terms of this Settlement as strictly confidential prior to the filing of the Preliminary Approval Motion. If, after filing of the Preliminary Approval Motion, counsel for either Party receives an inquiry about the Settlement from the press or media, counsel may respond but must not disparage any Party and will be fair, accurate, and consistent with the terms of the Settlement as those terms are set forth in the public record.
- d. The Parties agree that neither Party shall initiate any communication regarding the Settlement with the press or media, communicate about the Settlement through social media, or issue any press releases or hold any press conferences regarding this Settlement. In the event either Party receives a press, media, or social media inquiry about the Settlement before the entry of a Final Approval Order by the Court, the Party shall state only: “No Comment.” In the event either Party receives a press, media, or social media inquiry about the Settlement after the entry of a Final Approval Order by the Court, the Party shall state only: “The Lawsuit was resolved to the mutual satisfaction of the Parties.” The Parties and their respective counsel agree that they will otherwise act in good faith and will not engage in any conduct that could frustrate the purposes of this Settlement Agreement or that could frustrate the approval of the Settlement. To that end, any public statements made by the Parties, and the Parties’ counsel, will not disparage any Party and will be fair, accurate, and consistent with the terms of the Settlement as those terms are set forth in the public record.

25. GOVERNING LAW. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed therein without regard to choice-of-law rules.

26. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the Parties. Any and all prior or contemporaneous agreements or understandings that are not embodied in the Agreement, whether oral or written, are of no force or effect. Modification of the terms of this Agreement is prohibited, whether orally or by course of conduct, unless confirmed in a writing signed by the Parties or authorized representatives of each of the Parties and approved by the Court.

27. CONSTRUCTION. This Agreement was negotiated and drafted through mutual effort of all Parties and shall be interpreted without consideration or reference to any Party as the “drafter.”

- 28. HEADINGS.** The use of headings or captions in this Agreement is for convenience and reference only and shall not affect the construction of the Agreement.
- 29. NO RESCISSION ON GROUNDS OF MISTAKE.** The Parties acknowledge that they have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.
- 30. AMENDMENT.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel and with the Court's approval. Amendments and modifications may be made without notice to the Settlement Class Members unless notice is required by law or by the Court.
- 31. WAIVER.** The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, to this Agreement.
- 32. BINDING EFFECT.** This Agreement and each provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, agents, administrators, successors, and assigns.
- 33. NO ASSIGNMENT.** The Releasing Parties represent and warrant that no portion of any of the Released Claims against the Released Parties and no portion of any recovery or settlement to which the Releasing Parties may be entitled has been or will be assigned, transferred, or conveyed in any manner; and no person other than the Releasing Parties themselves have any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff. Any Assignment in violation of this Paragraph shall be null and void, and have no force or effect, and shall not be recognized by the Settlement Administrator.
- 34. SEVERABILITY.** The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. Except for the withdrawal and termination rights set forth in Paragraph 21 and the release provisions in Paragraphs 14 and 15, in the event that any other provision of this Agreement is found or deemed to be illegal or otherwise invalid or unenforceable, whether in whole or in part, such invalidity shall not affect the enforceability of the remaining terms hereof.

35. NOTIFICATION. Any notice to be given to Class Counsel or Plaintiffs shall be sent by email and mail as follows:

By mail to:

Kevin M. Osborne
ERICKSON KRAMER OSBORNE LLP
44 Tehama Street
San Francisco, California 94105

By email to:

julie@eko.law
elizabeth@eko.law
kevin@eko.law

Any notice to be given to Defendants' Counsel or Defendants under the terms of this Agreement shall be sent by email and mail as follows:

Sutter Health
Office of the General Counsel
2200 River Plaza, Sacramento, California 95833
Attn: Pam Marino, Vice President Legal Operations.

With a copy to:
Quyen L. Ta (qta@kslaw.com)
Michael R. Leslie (mleslie@kslaw.com)
King & Spalding LLP
50 California Street, Suite 3300
San Francisco, California 94111

36. NOTICE TO LWDA. Class Counsel shall submit any required notices of this Agreement to the LWDA as may be required by Labor Code sections 2699(1)(2) and (3) or other provisions of PAGA.

37. COUNTERPARTS AND SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart of this Agreement be executed by all Parties hereto provided that each Party shall have executed at least one counterpart hereof. This Agreement may be executed and delivered by each Party and by Class Counsel to the other Party via electronic mail or facsimile transmission, with such execution and delivery having the same legal force and effect as if the original hereto had been executed and delivered.

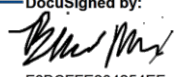
IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below.

DATED: January 22, 2024


ERICKSON KRAMER OSBORNE

By: Elizabeth A. Kramer
For: Plaintiffs and the Class

DATED: January 22, 2024

DocuSigned by:

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BIANCA MINIX

DATED: January 22, 2024

EVA OSORIO

DATED: January 22, 2024

DocuSigned by:
Dionna Bradshaw
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DIONNA BRADSHAW

DATED: January 22, 2024

BARBARA SMILLIE

With a copy to:
Quyen L. Ta (qta@kslaw.com)
Michael R. Leslie (mleslie@kslaw.com)
King & Spalding LLP
50 California Street, Suite 3300
San Francisco, California 94111

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DATED: January 22, 2024

Erickson Kramer Osborne
ERICKSON KRAMER OSBORNE

DATED: January 22, 2024

EVA OSORIO

By: Elizabeth A. Kramer
For: Plaintiffs and the Class

DATED: January 22, 2024

BIANCA MINIX

DATED: January 22, 2024

DIONNA BRADSHAW

DATED: January 22, 2024

DocuSigned by:


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BARBARA SMILLIE

With a copy to:
Quyen L. Ta (qta@kslaw.com)
Michael R. Leslie (mleslie@kslaw.com)
King & Spalding LLP
50 California Street, Suite 3300
San Francisco, California 94111

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DATED: January 22, 2024

EVA OSORIO

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IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below.

DATED: January 22, 2024


ERICKSON KRAMER OSBORNE

By: Elizabeth A. Kramer
For: Plaintiffs and the Class

DATED: January 22, 2024

BIANCA MINIX

DATED: January 22, 2024

DIONNA BRADSHAW

DATED: January 22, 2024

BARBARA SMILLIE

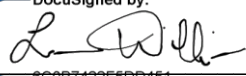
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DATED: January 22, 2024

EVA OSORIO

DATED: January 22, 2024

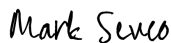
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LAWANA WILLIAMS

DATED: January 24, 2024

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By: MARK SEVCO
For: SUTTER HEALTH

DATED: January 24, 2024

DocuSigned by:

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By: MARK SEVCO
For: SUTTER BAY HOSPITALS

DATED: January 24, 2024

DocuSigned by:

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By: MARK SEVCO
For: SUTTER VALLEY HOSPITALS

EXH. A: NON-MONETARY SETTLEMENT TERMS

Agreed Upon Procedures

Sutter Health agrees to implement the following measures for each of its general acute care hospitals that uses OxyCide as its primary disinfectant cleaner. **Administrative**

Controls

1. Post latest handling and use information from the manufacturer regarding OxyCide, in the EVS closets in the form of a poster. The poster shall include the EPA-approved warnings for the daily use solution and on the concentrate label in easily readable font and text size. Sutter Health will also make available the EPA-approved Safety Data Sheet.
2. Circulate a “Know Do Share” or other method of information sharing and training regarding all items set forth in this exhibit. All EVS supervisors and managers will be trained on this and will then train their staff accordingly.
3. Maintain the Electronic Report of Injury (“eROI”) system or maintain some equivalent process to ensure injury reporting and accommodation requests can be submitted for employees to report workplace injuries, and provide access to that system via employee website or otherwise.
4. Maintain the Integrated Disability Access Management program or some equivalent process, enabling workers to seek workplace accommodations, where necessary and appropriate.
5. Modify the EVS position announcement to include a statement that the job includes exposure to cleaning compounds that may be harmful if not used as directed.
6. Training: Train new EVS hires on the handling and safe use of OxyCide. Annual training will include training regarding the handling and safe use of OxyCide, and the fact that the product can be harmful if not used as directed. Training will include where to find additional information, as well as notice that extended cuff nitrile gloves and goggles are available for EVS workers’ use when handling OxyCide. **Personal Protective Equipment**
7. Make available to EVS workers extended cuff nitrile gloves or rubber gloves when using OxyCide.

8. Make available safety goggles for workers when operating an OxyCide dispenser and when pouring OxyCide into or out of dispensers or buckets on their cleaning carts, and provide standard manager training related to this safety measure. EVS workers will be trained that they are required to wear safety goggles when operating an OxyCide

dispenser and when pouring OxyCide into or out of dispensers or buckets on their cleaning carts.

Engineering Controls

9. Have Ecolab perform dispenser calibration every quarter consistent with Ecolab's guidance to ensure dilution with a pH balance within the EPA-approved range. Sutter Health supervisors will perform testing of the daily use solution from dispensers with a pH strip every time they replace a bottle of OxyCide concentrate. Any dispenser diluting the product outside the EPA-approved pH range will be recalibrated before further use.
10. Continue to be compliant with all HVAC and air quality specifications for fully-licensed and accredited general acute care hospitals. Sutter Health will provide to Plaintiffs' Counsel the portion of the Joint Commission Report relating to ventilation for Sutter Solano Medical and Alta Bates for the prior reporting period.

EXHIBIT 1

EXH. 1 NON-MONETARY SETTLEMENT TERMS

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2. Circulate a “Know Do Share” or other method of information sharing and training regarding all items set forth in this exhibit. All EVS supervisors and managers will be trained on this and will then train their staff accordingly.
3. Maintain the Electronic Report of Injury (“eROI”) system or maintain some equivalent process to ensure injury reporting and accommodation requests can be submitted for employees to report workplace injuries, and provide access to that system via employee website or otherwise.
4. Maintain the Integrated Disability Access Management program or some equivalent process, enabling workers to seek workplace accommodations, where necessary and appropriate.
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Personal Protective Equipment

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8. Make available safety goggles for workers when operating an OxyCide dispenser and when pouring OxyCide into or out of dispensers or buckets on their cleaning carts, and provide standard manager training related to this safety measure. EVS workers will be trained that they are required to wear safety goggles when operating an OxyCide

dispenser and when pouring OxyCide into or out of dispensers or buckets on their cleaning carts.

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EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

A PROPOSED CLASS ACTION SETTLEMENT WILL AFFECT YOUR RIGHTS.

Name: []

Potential Negligence Subclass Settlement Payment: [\$]¹

Potential PAGA Settlement Payment: [\$]²

- ¹ Subject to approval by the Court.

² Subject to approval by the Court.

records. This estimated payment is subject to approval and/or modification by the Court in the settlement approval process. Further, as part of the Settlement on behalf of the Class, Defendants will implement measures for each of its general acute care hospitals that uses OxyCide as its primary disinfectant cleaner, including procedures for administrative and engineering controls, as well as for personal protective equipment. A complete description of these measures is available on the settlement website at: [URL]

- ☐ The Court will hold its Final Approval Hearing on Month Day, ____ at XX:XX x.m. at the Alameda County Superior Courthouse, Department 23, 1225 Fallon St, Oakland, CA 94612.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

YOUR RIGHTS AND OPTIONS	
<i>Do Nothing</i>	By doing nothing, you will be included in the Settlement. You will receive the payment amount indicated at the top of this Notice and you will give up your rights to sue in a separate lawsuit for the claims made in this class action.
<i>Exclude Yourself (Opt Out)</i>	If you opt out of the Class you will <u>not</u> be part of this Settlement, except for the settlement of the PAGA claims. You will not be entitled to any recovery beyond the PAGA claims, and you will be free to pursue the non-PAGA claims in this case on your own or as part of a different lawsuit. To exclude yourself, you must follow the instructions in section 10 of this Notice.
<i>Object</i>	If you do not exclude yourself, and you disagree with the Settlement, you can write to the Court to explain your objection. To object, you must follow the instructions in section 9 of this Notice.

1. Why did I get this Notice?

Records indicate that you were employed by a Sutter hospital in California as an EVS staff member and your job duties included working with OxyCide at some time on or after May 15, 2016. A lawsuit was filed against Sutter Health, Sutter Valley Hospitals, and Sutter Bay Hospitals alleging they required all EVS workers at their facilities to use OxyCide without proper protection. Sutter Health, Sutter Valley Hospitals, and Sutter Bay Hospitals deny these allegations.

This Notice is to inform you of a proposed class action settlement and your legal rights.

2. What is a class action?

In a class action lawsuit, one or more people are called “Class Representatives.” The Class Representatives have sued on behalf of themselves and other people who have similar claims. Those with similar claims are referred to as “class members.”

3. What is the lawsuit about?

The lawsuit is about whether the Defendants violated California's Unfair Competition Law and certain Labor Code provisions by allegedly failing to use proper protections for EVS workers using OxyCide despite the alleged potential harms caused by that product. The lawsuit is also about whether Sutter Health's policies and practices concerning the use of OxyCide breached a duty owed to EVS workers employed by Sutter Bay Hospitals and Sutter Valley Hospitals and whether OxyCide caused certain injuries, described on page 1. Defendants deny any wrongdoing, and deny all allegations and claims asserted in this lawsuit.

4. Has the Court decided who is right?

No. The Court has not decided in favor of Plaintiffs or Defendants. Instead, the parties have agreed to avoid the costs and risks of trial and appeals through this Settlement. The Class Representatives and their attorneys think the Settlement is in the best interest of the Class.

5. Who is in the Class, and who is in the Subclass?

Members of the Class were employed by a Sutter hospital in California as an EVS staff member whose job duties included working with OxyCide at some time on or after May 15, 2016 through the date of the Preliminary Approval Order. The Class has potential claims under PAGA after May 15, 2019 for certain monetary relief, as well as other claims for injunctive relief only (meaning no monetary damages).

Members of the Subclass are those Class members who have already submitted a qualifying Subclass Questionnaire response form confirming that they experienced certain illnesses or injuries while working with OxyCide from May 15, 2018 through January 6, 2023. The Subclass is seeking monetary compensation for certain alleged illnesses or injuries claimed to be associated with OxyCide.

All members of the Class and of the Subclass have already been identified based on records. On page 1 of this Notice, you will see your class membership status under your name. "Class Member" means you are a member of the Class, but not the Subclass. "Class Member, Subclass" means you are a member of the Class and the Subclass.

6. How is the payment amount determined?

The settlement amounts have been calculated by the settlement administrator based on the Subclass Questionnaire responses you submitted, information reported to Sutter, the Settlement Agreement, and the Court's orders. Your estimated payment amount, subject to Court approval, is at the top of the Notice.

7. As a Class Member, do I have a lawyer representing my interests in this case?

The Court has approved lawyers to represent you and other Class Members. The Court has decided that they are qualified to represent you and all Class Members. These lawyers are called "Class Counsel." The contact information for Class Counsel is as follows:

Firm: ERICKSON KRAMER OSBORNE LLP
Attorneys: Julie C. Erickson, Elizabeth A. Kramer, Kevin M. Osborne

Address: 44 Tehama St., San Francisco, California 94105
Telephone: (415) 635-0631
Fax: (415) 599-8088
Email: contact@eko.law

More information about this law firm, its practice, and its lawyers' experience is available at www.eko.law.

8. How will the lawyers be paid, and will the Class Representatives receive compensation?

Counsel will request that the Court award attorneys' fees and expenses, to be paid separately by Defendants, not to exceed \$1,200,000. Class Counsel will also ask the Court to approve service awards for the Class Representatives, to be paid separately by Defendants, not to exceed \$50,000 in total. Class Counsel will further pay up to \$25,000 in Settlement Administrator fees and expenses. Any payments to Class Counsel or to Class Representatives will be subject to Court approval, and the Court may award less than requested.

Class Counsel's application for attorneys' fees and expenses, and all supporting papers, will be posted to the settlement website at least 45 days before the Final Approval Hearing. Instructions for objecting to or commenting on the application will be posted clearly on the same webpage.

9. How do I tell the Court that I don't like the Settlement?

If you are a Class or Subclass member and you have objections to any aspect of the Settlement, including the attorneys' fees and expenses to Class Counsel, you may express your views to the Court. You can object to the Settlement only if you do not exclude yourself from the Settlement Class (opt out). **The deadline to object is the Objection Date.**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement—the Court can only approve or deny approval of the Settlement the parties have reached. If the Court denies approval of the Settlement, no payments from the settlement fund will be made and the litigation will continue. If that is what you want to happen, you must object.

If you wish to object to the Settlement, you must do so in writing. You may also appear at the fairness hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must be sent by first-class mail, postage pre-paid to the Settlement Administrator. The Objection must be postmarked on or before the Objection Date, and must include the following information: (i) the Objector's name, address, telephone, number, and the contact information for any attorney retained by the Objector in connection with the Objection or otherwise in connection with the Lawsuit; (ii) a statement of the factual and legal basis for each Objection and any exhibits the Objector wishes the Court to consider in connection with the Objection; and (iii) a statement as to whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address and telephone number.

10. How do I exclude myself (opt out) from the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator stating that you wish to opt out of the Settlement. **The deadline to opt out is Exclusion Deadline.**

All requests for exclusion must be sent by first-class mail, postage pre-paid to the Settlement Administrator. The opt out request must be postmarked on or before the Exclusion Deadline and must include all of the following information:

- (i) Your name, address, and telephone number;
- (ii) The following statement: “I wish to be excluded from the settlement in *Minix, et al. v. Sutter Health, et al.* I understand that by opting out, I am giving up my right to receive benefits under the settlement and I will keep the right to sue separately regarding the legal claims at issue in this lawsuit at my own expense. I further understand that I will not be bound by the judgment entered in the class action”;
- (iii) Your signature.

11. Should I get my own lawyer?

You do not need to hire your own lawyer, though you may do so if you choose. The Court has approved Class Counsel to represent the Class, including you. You are welcome to hire your own lawyer at your own expense.

12. Where do I get more information?

Visit the website, www.????.com, where you will find the Court’s Order certifying the Class, the Fifth Amended Complaint, and the Defendants’ Answer to the Fifth Amended Complaint, the filings relating to the proposed Settlement, and other important documents. Complete copies of public pleadings, court rulings, and other filings are available for review and copying at the clerk’s office. The address is 1225 Fallon Street in Oakland, California. You can get free help by calling or writing to Class Counsel at the phone numbers or addresses listed in response to question 7.

PLEASE DO NOT CONTACT THE COURT. THE COURT CANNOT DISCUSS THE CASE WITH YOU.

EXHIBIT 3

Minix, et al. v. Sutter Health, et al.
SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY
CASE NUMBER: RG12952006

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

RECORDS INDICATE THAT YOU WORKED AT A SUTTER HEALTH HOSPITAL IN CALIFORNIA AS
AN ENVIRONMENTAL SERVICES (“EVS”) STAFF MEMBER WHOSE JOB DUTIES INCLUDED
WORKING WITH OXYCIDE.

A PROPOSED CLASS ACTION SETTLEMENT WILL AFFECT YOUR RIGHTS.

*The Superior Court of The State of California, County of Alameda authorized this Notice to be sent.
This is not an advertisement. This is not a solicitation from a lawyer.*

Name: []

Class Member

Potential PAGA Settlement Payment: [\$_____]¹

- ☐ A Settlement has been reached with Sutter Health, Sutter Valley Hospitals, and Sutter Bay Hospitals (“Defendants”) in a class action lawsuit. The lawsuit alleges that Defendants violated California law by requiring all EVS workers at their healthcare facilities to use OxyCide when cleaning patient areas without proper protection and despite its potential harm. Defendants deny all of the allegations and claims in the lawsuit, have asserted numerous defenses, and have agreed to settle this matter to avoid the costs and burdens of ongoing litigation without any admission of liability. The lawsuit is pending in the Superior Court of The State of California, County of Alameda (“the Court”).
- ☐ The Class consists of all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties included working with OxyCide from May 15, 2016 to the date of entry of the Preliminary Approval Order. **Records show that you are member of the Class.**
- ☐ The Settlement provides a payment to all class members after May 15, 2019 under a statute known as PAGA (Private Attorneys General Act). Your individual payment is estimated above, based on records. This estimated payment is subject to approval by the Court in the settlement approval process. Further, as part of the Settlement, Defendants will implement measures for each of its general acute care hospitals that uses OxyCide as its primary disinfectant cleaner, including procedures for administrative and engineering controls, as well as for personal protective equipment. A complete description of these measures is available on the settlement website at: [URL]
- ☐ The Court will hold its Final Approval Hearing on Month Day, ____ at XX:XX x.m. at the Alameda County Superior Courthouse, Department 23, 1225 Fallon St, Oakland, CA 94612.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

¹ Subject to approval by the Court.

YOUR RIGHTS AND OPTIONS	
<i>Do Nothing</i>	By doing nothing, you will be included in the Settlement. You will receive the payment amount indicated at the top of this Notice and you will give up your rights to sue in a separate lawsuit for the claims made in this class action.
<i>Exclude Yourself (Opt Out)</i>	If you opt out of the Class you will <u>not</u> be part of this Settlement, except for the settlement of the PAGA claims. You will not be entitled to any recovery beyond the PAGA claims, and you will be free to pursue the non-PAGA claims in this case on your own or as part of a different lawsuit. To exclude yourself, you must follow the instructions in section 10 of this Notice.
<i>Object</i>	If you do not exclude yourself, and you disagree with the Settlement, you can write to the Court to explain your objection. To object, you must follow the instructions in section 9 of this Notice.

1. Why did I get this Notice?

Records indicate that you were employed by a Sutter hospital in California as an EVS staff member and your job duties included working with OxyCide at some time on or after May 15, 2016. A lawsuit was filed against Sutter Health, Sutter Valley Hospitals, and Sutter Bay Hospitals alleging they required all EVS workers at their facilities to use OxyCide without proper protection. Sutter Health, Sutter Valley Hospitals, and Sutter Bay Hospitals deny these allegations.

This Notice is to inform you of a proposed class action settlement and your legal rights.

2. What is a class action?

In a class action lawsuit, one or more people are called “Class Representatives.” The Class Representatives have sued on behalf of themselves and other people who have similar claims. Those with similar claims are referred to as “class members.”

3. What is the lawsuit about?

The lawsuit is about whether the Defendants violated California’s Unfair Competition Law and certain Labor Code provisions by allegedly failing to use proper protections for EVS workers using OxyCide despite the alleged potential harms caused by that product. The lawsuit is also about whether Sutter Health’s policies and practices concerning the use of OxyCide breached a duty owed to EVS workers employed by Sutter Bay Hospitals and Sutter Valley Hospitals and whether OxyCide caused certain injuries, described on page 1. Defendants deny any wrongdoing, and deny all allegations and claims asserted in this lawsuit.

4. Has the Court decided who is right?

No. The Court has not decided in favor of Plaintiffs or Defendants. Instead, the parties have agreed to avoid the costs and risks of trial and appeals through this Settlement. The Class Representatives and their attorneys think the Settlement is in the best interest of the Class.

5. Who is in the Class?

Members of the Class were employed by a Sutter hospital in California as an EVS staff member whose job duties included working with OxyCide at some time on or after May 15, 2016 through the date of entry of the Preliminary Approval Order. The Class has potential claims under PAGA after May 15, 2019 for certain monetary relief, as well as other claims for injunctive relief only (meaning no monetary damages).

All members of the Class have already been identified based on records. On page 1 of this Notice, you will see your class membership status under your name. “Class Member” means you are a member of the Class.

6. How is the payment amount determined?

The settlement amounts have been calculated by the settlement administrator based on your employment records, the Settlement Agreement, and the Court’s orders. Your estimated payment amount, subject to Court approval, is at the top of the Notice.

7. As a Class Member, do I have a lawyer representing my interests in this case?

The Court has approved lawyers to represent you and other Class Members. The Court has decided that they are qualified to represent you and all Class Members. These lawyers are called “Class Counsel.” The contact information for Class Counsel is as follows:

Firm: ERICKSON KRAMER OSBORNE LLP
Attorneys: Julie C. Erickson, Elizabeth A. Kramer, Kevin M. Osborne
Address: 44 Tehama St., San Francisco, California 94105
Telephone: (415) 635-0631
Fax: (415) 599-8088
Email: contact@eko.law

More information about this law firm, its practice, and its lawyers’ experience is available at www.eko.law.

8. How will the lawyers be paid, and will the Class Representatives receive compensation?

Counsel will request that the Court award attorneys’ fees and expenses, to be paid separately by Defendants, not to exceed \$1,200,000. Class Counsel will also ask the Court to approve service awards for the Class Representatives, to be paid separately by Defendants, not to exceed \$50,000 in total. Class Counsel will further pay up to \$25,000 in Settlement Administrator fees and expenses. Any payments to Class Counsel or to Class Representatives will be subject to Court approval, and the Court may award less than requested.

Class Counsel’s application for attorneys’ fees and expenses, and all supporting papers, will be posted to the settlement website at least 45 days before the Final Approval Hearing. Instructions for objecting to or commenting on the application will be posted clearly on the same webpage.

9. How do I tell the Court that I don’t like the Settlement?

If you are a Class member and you have objections to any aspect of the Settlement, including the attorneys' fees and expenses to Class Counsel, you may express your views to the Court. You can object to the Settlement only if you do not exclude yourself from the Settlement Class (opt out). **The deadline to object is the Objection Date.**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement—the Court can only approve or deny approval of the Settlement the parties have reached. If the Court denies approval of the Settlement, no payments from the settlement fund will be made and the litigation will continue. If that is what you want to happen, you must object.

If you wish to object to the Settlement, you must do so in writing. You may also appear at the fairness hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must be sent by first-class mail, postage pre-paid to the Settlement Administrator. The Objection must be postmarked on or before the Objection Date, and must include the following information: (i) the Objector's name, address, telephone, number, and the contact information for any attorney retained by the Objector in connection with the Objection or otherwise in connection with the Lawsuit; (ii) a statement of the factual and legal basis for each Objection and any exhibits the Objector wishes the Court to consider in connection with the Objection; and (iii) a statement as to whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address and telephone number.

10. How do I exclude myself (opt out) from the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator stating that you wish to opt out of the Settlement. **The deadline to opt out is Exclusion Deadline.**

All requests for exclusion must be sent by first-class mail, postage pre-paid to the Settlement Administrator. The opt out request must be postmarked on or before the Exclusion Deadline and must include all of the following information:

- (i) Your name, address, and telephone number;
- (ii) The following statement: "I wish to be excluded from the settlement in *Minix, et al. v. Sutter Health, et al.* I understand that by opting out, I am giving up my right to receive benefits under the settlement and I will keep the right to sue separately regarding the legal claims at issue in this lawsuit at my own expense. I further understand that I will not be bound by the judgment entered in the class action";
- (iii) Your signature.

11. Should I get my own lawyer?

You do not need to hire your own lawyer, though you may do so if you choose. The Court has approved Class Counsel to represent the Class, including you. You are welcome to hire your own lawyer at your own expense.

12. Where do I get more information?

Visit the website, www.????.com, where you will find the Court's Order certifying the Class, the Fifth Amended Complaint, and the Defendants' Answer to the Fifth Amended Complaint, the filings relating to the proposed Settlement, and other important documents. Complete copies of public pleadings, court rulings, and other filings are available for review and copying at the clerk's office. The address is 1225 Fallon Street in Oakland, California. You can get free help by calling or writing to Class Counsel at the phone numbers or addresses listed in response to question 7.

PLEASE DO NOT CONTACT THE COURT. THE COURT CANNOT DISCUSS THE CASE WITH YOU.

EXHIBIT 4

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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA
10 CIVIL UNLIMITED

11 BIANCA MINIX, DIONNA BRADSHAW,
12 BARBARA SMILLIE, EVA OSORIO, and
13 LAWANA WILLIAMS, individually and on
behalf of other similarly situated individuals,

14 Plaintiffs,

15 vs.

16 SUTTER HEALTH, SUTTER BAY
17 HOSPITALS, SUTTER VALLEY
HOSPITALS, and DOES 1-10

18 Defendants.
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Case No.: RG20061295

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL

Complaint Filed: May 15, 2020
Trial Date: June 3, 2024

1 This matter is before the Court on Plaintiffs' motion for preliminary settlement approval
2 and to direct notice. Plaintiffs, individually and on behalf of the proposed Settlement Class, and
3 Defendants have entered into a Settlement Agreement ("Settlement") that, if approved, would
4 resolve this Litigation.

5 Having considered the motion, the Settlement Agreement together with all exhibits and
6 attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS
7 HEREBY ORDERED as follows:

8 1. Unless otherwise defined herein, all capitalized terms shall have the same
9 meaning ascribed to them in the Settlement Agreement.

10 2. The Court has jurisdiction over this Litigation, Plaintiffs, Defendants, and the
11 Settlement Class. Venue is proper in this Court.

12 **PRELIMINARY APPROVAL**

13 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
14 exhibits and attachments thereto, Plaintiffs' motion papers, and the declaration submitted in
15 support of the motion. Based on its review, the Court finds that the Settlement Agreement is the
16 product of serious, informed, non-collusive, arm's length negotiations between experienced
17 counsel and conducted with the assistance of a respected mediator.

18 4. The Settlement confers substantial benefits upon the Settlement Class and avoids
19 the costs, uncertainty, delays, and other risks associated with continued litigation, trial, or
20 appeal. The Settlement does not improperly grant preferential treatment to any individual or
21 segment of the Settlement Class; does not exhibit any signs of collusion, explicit or subtle;
22 compares favorably with the potential relief that could be achieved in litigation and falls within
23 the range of possible approval as fair, reasonable, and adequate and thus is likely to be finally
24 approved under Cal. Civ. Proc. Code § 382.

25 5. The Court therefore **GRANTS** preliminary approval of the Settlement.

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PRELIMINARY FINDINGS ON CLASS CERTIFICATION

6. The Court finds that it will be able to certify, for settlement purposes only, the following Settlement Class: (1) a class seeking non-monetary relief only, consisting of all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties included working with OxyCide from May 15, 2016 to the date of entry of the Preliminary Approval Order; (2) a class under the Private Attorney General Act (“PAGA”), consisting of all persons who were employed at Sutter Health hospitals in the state of California as environmental services staff members and whose job duties included working with OxyCide from May 15, 2019 to the date of entry of the Preliminary Approval Order; and (3) a negligence Subclass consisting of all class members who experienced burning eyes, burning throat, nasal congestion, nasal irritation, chronic cough, headache, dizziness, nausea, loss of consciousness, nosebleeds, hay fever symptoms, asthma symptoms, respiratory irritation, skin burns, rashes, or reactions affecting their pulmonary or respiratory functions while working with OxyCide from May 15, 2018 to January 6, 2023 and who submitted a qualifying Subclass Questionnaire. Excluded from the Settlement Class are those individuals who timely and validly opted out and requested exclusion.

7. The Court preliminarily concludes, for settlement purposes only, that the requirements of Cal. Civ. Proc. Code § 382 are satisfied. In support of this conclusion, the Court provisionally finds as follows:

- a. The number of Settlement Class Members exceeds 2,000 and is thus too numerous for their joinder to be practicable. The Settlement Class is sufficiently ascertainable.
- b. There are questions of law and fact common to the Settlement Class, and these common questions predominate over individualized questions for settlement purposes. Common questions include whether Defendants breached duties owed to EVS workers with respect to Sutter requiring the use of OxyCide.
- c. Plaintiffs’ claims are typical of the claims of the Settlement Class in that the claims arise from allegedly harmful effects of using OxyCide while performing their duties as an EVS worker at Sutter hospitals.

1 d. Plaintiffs are adequate class representatives, whose interests in this matter
2 are aligned with those of the other Class Members. The Court hereby approves
3 Bianca Minix, Dionna Bradshaw, Barbara Smillie, Eva Osorio, and Lawana
4 Williams as Class Representatives.

5 e. Additionally, proposed Class Counsel—Erickson Kramer Osborne
6 LLP—is experienced in prosecuting class actions involving similar claims, have
7 committed the necessary resources to represent the Settlement Class, and are
8 hereby approved as Class Counsel.

9 f. A class action is a superior method for the fair and efficient resolution of
10 this Litigation.

11 g. If for any reason the Court does not finally approve the Settlement, or if
12 the Effective Date does not occur, the preliminary certification findings shall be
13 deemed null and void without further action of the Court or the parties. In such
14 circumstances each party shall retain its rights to seek or to object to the
15 certification of this action as a class action under Cal. Civ. Proc. Code § 382.

16 **NOTICE AND ADMINISTRATION**

17 8. The Court approves the Notices substantially in the forms attached as Exhibits 2
18 and 3 to the Settlement Agreement. The proposed notice plan, which includes direct notice via
19 email and U.S. mail, will provide the best notice practicable under the circumstances. This plan
20 and the Notice are reasonably calculated to apprise Class Members of the nature and pendency
21 of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class
22 Member may enter an appearance through an attorney, that the Court will grant timely exclusion
23 requests, the time and manner for requesting exclusion, the binding effect of final approval of
24 the proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses and
25 for service awards to the named Plaintiffs as class representatives. The plan and the Notices
26 constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of
27 Cal. Civ. Proc. Code § 382, due process, and all other applicable laws and rules. The Court
28 further finds that, with the Notices being sent, the notification requirements of Labor Code §

2699.3(a) will be satisfied. The date and time of the Final Approval Hearing shall be included in the Notice before dissemination.

9. The Court hereby appoints Phoenix Settlement Administrators to serve as the Settlement Administrator to supervise and administer the notice procedures, establish and operate a Settlement Website with all relevant case materials, distribute payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other administrative functions that are reasonably necessary or provided for in the Settlement Agreement. The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Settlement.

10. All reasonable expenses incurred in identifying and notifying Class Members, and in administering the Settlement, shall be paid by Class Counsel as set forth in the Settlement Agreement. In the event the Settlement is not finally approved by the Court or otherwise fails to become effective, the Settlement Administrator shall not be obligated to repay amounts received from or owed by Class Counsel for Settlement administration, notice, or any other reason.

11. The Court approves, as to form and content, the Notices attached to the Settlement Agreement as Exhibits 2 and 3.

12. The Court directs the Parties and the Settlement Administrator to provide Notice pursuant to the terms of the Settlement Agreement and this Order.

EXCLUSIONS AND OBJECTIONS

13. Class Members who wish to opt out and exclude themselves from the non-PAGA provisions of the Settlement may do so by notifying the Settlement Administrator in writing postmarked no later than _____, 20__ (the "Opt-Out Date").

14. To be valid, each request for exclusion must include:

- a. Full name, address, email address, and telephone number;
- b. The statement: "I want to be excluded from the Settlement Class in *Minix, et al., v. Sutter Health, et al.*, Alameda Superior Court Case No. RG20061295. I understand that by excluding myself I will not receive any money or benefits from the Settlement."
- c. Signature.

1 The written exclusion request must be mailed to the Settlement Administrator, postmarked no
2 later than _____, 20__ (the “Opt-Out Date”), to:
3 [Settlement Administrator P.O. Box]
4

5 15. All Class Members who do not opt out and exclude themselves from the
6 Settlement shall be bound by the terms of the Settlement upon entry of a final approval order
7 and judgment.

8 16. PAGA class members may not opt out of the PAGA provisions of the
9 Settlement.

10 17. Class Members who wish to object to the Settlement must do so in a timely,
11 written submission. Any such objection must include:

12 a. The Objector’s name, address, telephone, number, and the contact
13 information for any attorney retained by the Objector in connection with the
14 Objection or otherwise in connection with the Lawsuit;

15 b. A statement of the factual and legal basis for each Objection and any
16 exhibits the Objector wishes the Court to consider in connection with the
17 Objection; and

18 c. A statement as to whether the Objector intends to appear at the Final
19 Approval Hearing, either in person or through counsel, and, if through counsel,
20 identifying the counsel by name, address and telephone number.

21 18. The Settlement Administrator shall file with the Court copies of any Objections
22 received at least seven (7) calendar days before the Final Approval Hearing Date, unless another
23 date is set by the Court.

24 19. Class Counsel’s application for attorneys’ fees and expenses, and all supporting
25 papers, will be posted to the settlement website at least 45 days before the Final Approval
26 Hearing. Instructions for objecting to or commenting on the application will be posted clearly
27 on the same webpage.

28 20. The Settlement Administrator shall retain the originals of all documentation

received from the opt-outs (including the envelopes with postmarks). Such documentation shall be made available to Class Counsel, Defendants' Counsel, or the Court upon three (3) business days' written notice.

21. Any Class Member who does not timely submit a written objection in accordance with the procedures listed above (and detailed in the Notice) shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Order and Judgment by appeal or other means.

FINAL APPROVAL HEARING AND SCHEDULE OF PROCEEDINGS

22. The Court will hold its Final Approval Hearing on Month Day, ____ at XX:XX x.m. at the Alameda County Superior Courthouse, Department 23, 1225 Fallon St, Oakland, CA 94612

23. The hearing may be moved to a different date or time without additional direct notice to the Settlement Class, provided that the Notice advises the Settlement Class to check the Settlement Website, www.URL.com, to confirm the date of the Final Approval Hearing.

24. At the Final Approval Hearing, the Court will consider: whether the Settlement is fair, reasonable, and adequate and should be granted final approval; whether the Class, including the Subclass, should be finally certified for settlement purposes; whether a final judgment should be entered; and any other matters the Court may deem appropriate.

25. In connection with seeking final approval, Class Counsel will apply for an award of attorneys' fees, reimbursement of expenses, and service payments to Class Representatives. Class Counsel's request for attorneys' fees and reimbursement of expenses shall not exceed \$1,200,000. All attorneys' fees and expenses approved by the Court will be paid separately by Sutter, in addition to and without reduction of the amounts Sutter will pay to Settlement Class Members as part of the Settlement. Any service awards the Court approves will also be paid separately by Sutter.

26. The Notice informs Settlement Class Members that Plaintiffs' motion for attorneys' fees, expenses, and service payments will be posted on the Settlement Website as

soon as it is filed. Class Members will have the opportunity to comment on or object to the motion. The Court will then consider the motion. Any responses to any objection shall be included in the Motion for Final Approval of Settlement.

27. Any appeal from an order relating solely to Class Counsel's motion for attorneys' fees, expenses, and service payments, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

28. The Parties and Settlement Class Members shall adhere to the following schedule unless otherwise ordered by the Court:

<u>Event</u>	<u>Date</u>
Sutter to provide contact information for Class Members to Settlement Administrator and Class Counsel	Within 15 days after Entry of Preliminary Approval Order
Settlement Administrator to send Notice (the "Notice Date")	As soon as practicable after the Court has entered the Preliminary Approval Order, but not more than 30 days following the Order
Last day for Class Members to opt out or object to the proposed Settlement	45 days after the Notice Date
Class Counsel to file Motion for Final Approval of Settlement and Petition for Award of Attorneys' Fees, Expenses and Service Awards	At least 45 days prior to the Final Approval Hearing
Last day for Class Members to comment on or object to the Petition for Award of Attorneys' Fees, Expenses and Service Awards	At least 25 days after the Petition for Award of Attorneys' Fees, Expenses and Service Awards is filed and posted to Settlement Website
Settlement Administrator to provide the opt-out list to Class Counsel and Defendants' Counsel	No later than 15 days after the Opt-Out Date
Settlement Administrator to provide the Court with (i) a certificate of compliance with the Notice provisions of this Agreement; and (ii) a verified list of individuals who opted out of the Settlement	At least 7 days prior to the Final Approval Hearing

<u>Event</u>	<u>Date</u>
Any Class Member otherwise included in the Settlement Class who timely and validly opted out may submit a written revocation of the opt out to Class Counsel and the Settlement Administrator	Prior to the Final Approval Hearing
Final Approval Hearing	TBD
Settlement Administrator to distribute payments to Settlement Class Members	No later than 30 days after the Effective Date

24. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

25. If the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation shall (i) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against any Defendant, or (ii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

RESERVATION OF JURISDICTION

27. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion.

IT IS SO ORDERED.

Dated: _____

Hon. Frank Roesch

EXHIBIT 5

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7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ALAMEDA
9 CIVIL UNLIMITED

10 BIANCA MINIX, DIONNA BRADSHAW,
11 BARBARA SMILLIE, EVA OSORIO, and
12 LAWANA WILLIAMS, individually and on
behalf of other similarly situated individuals,

13 Plaintiffs,

14 vs.

15 SUTTER HEALTH, SUTTER BAY
16 HOSPITALS, SUTTER VALLEY
HOSPITALS, and DOES 1-10

17 Defendants.
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Case No.: RG20061295

[PROPOSED] FINAL ORDER AND
JUDGMENT

Complaint Filed: May 15, 2020
Trial Date: June 3, 2024

1 On _____, 2022, the Court entered an order granting preliminary approval
2 (the “Preliminary Approval Order”) to the Settlement Agreement between Plaintiffs Bianca
3 Minix, Dionna Bradshaw, Barbara Smillie, Eva Osorio, and Lawana Williams, individually and
4 on behalf of the Settlement Class (as defined below) and Defendants Sutter Health, Sutter Bay
5 Hospitals, and Sutter Valley Hospitals (“Sutter”).

6 Pursuant to the notice requirements in the Settlement Agreement and the Preliminary
7 Approval Order, Phoenix (the “Settlement Administrator”), provided Notice to Settlement Class
8 Members in compliance with the Settlement Agreement, due process, and Cal. Civ. Proc. Code
9 § 382. The Notices:

10 (a) Fully and accurately informed Settlement Class Members about the Litigation and
11 the existence and terms of the Settlement Agreement;

12 (b) Advised Settlement Class Members of their right to request exclusion from the
13 Settlement and provided sufficient information so that Settlement Class Members were
14 able to decide whether to accept the benefits offered, opt out and pursue their own
15 remedies, or object to the proposed settlement;

16 (c) Provided procedures for Settlement Class Members to file written objections to the
17 proposed settlement, to appear at the Final Approval Hearing, and to state objections to
18 the proposed settlement; and

19 (d) Provided the time, date, and place of the Final Approval Hearing.

20 On _____, 202_, the Court held a Final Approval Hearing to determine whether the
21 proposed Settlement is fair, reasonable and adequate and whether judgment should be entered
22 dismissing this Litigation with prejudice. The Court reviewed (a) the Motion for Final
23 Approval (the “Motion”) and all supporting materials; (b) any objections filed with or presented
24 to the Court; and (c) the Parties’ responses to any objections. The Court also considered the
25 oral argument of counsel and any objectors who appeared. Based on this review and the
26 findings below, the Court finds good cause to grant the Motion.

1 IT IS HEREBY ORDERED as follows:

2 1. Unless otherwise defined herein, all capitalized terms shall have the same
3 meaning ascribed to them in the Settlement Agreement.

4 2. The Court has jurisdiction over this Litigation, Plaintiffs, Defendants, and
5 Settlement Class Members, and any party to any agreement that is part of or related to the
6 Settlement. Venue is proper in this Court.

7 3. The Court hereby finds the Settlement is, in all respects, fair, reasonable, and
8 adequate and in the best interests of the Settlement Class, and consistent and in compliance with
9 all requirements of due process and applicable law. The Court finds specifically:

10 a. The Plaintiffs and Settlement Class Counsel have vigorously represented
11 the Settlement Class.

12 b. The Settlement was negotiated at arm's length by capable and
13 experienced counsel, with full knowledge of the facts, the law, and the risks of
14 continuing to litigate, acting in the best interests of their respective clients, under
15 the supervision of an experienced mediator.

16 c. The relief provided for the Settlement Class, including the Total
17 Settlement Funds and the Non-Monetary Settlement Terms, is adequate
18 considering the costs, risks, and delay of trial and appeal. The Non-Monetary
19 Settlement Terms are meaningful and valuable. Defendants will pay separately
20 Class Counsel's Fee Payment approved by the Court, as well as the Service
21 Award Payment approved by the Court, without any reduction of Settlement
22 Class Member recoveries. There are no undisclosed side agreements. The
23 Settlement Agreement thus confers substantial benefits on the Settlement Class
24 Members, is in the public interest, and will provide the Parties with repose from
25 litigation.

26 d. The Parties faced significant risks, expense, and uncertainty from
27 continued litigation of this matter, which further supports the Court's conclusion
28

1 that the Settlement is fair, reasonable, adequate and in the best interests of the
2 Settlement Class Members.

3 **CERTIFICATION OF THE SETTLEMENT CLASS**

4 4. The Court certifies, for settlement purposes only, the following Settlement Class:

5 (1) a class seeking non-monetary relief only, consisting of all persons who were
6 employed at Sutter Health hospitals in the state of California as environmental services staff
7 members and whose job duties included working with OxyCide from May 15, 2016 to date of
8 entry of the Preliminary Approval Order; and (2) a class under the Private Attorney General Act
9 (“PAGA”), consisting of all persons who were employed at Sutter Health hospitals in the state
10 of California as environmental services staff members and whose job duties included working
11 with OxyCide from May 15, 2019 to the date of entry of the Preliminary Approval Order; and
12 (3) a negligence Subclass consisting of all class members who experienced burning eyes,
13 burning throat, nasal congestion, nasal irritation, chronic cough, headache, dizziness, nausea,
14 loss of consciousness, nosebleeds, hay fever symptoms, asthma symptoms, respiratory irritation,
15 skin burns, rashes, or reactions affecting their pulmonary or respiratory functions while working
16 with OxyCide from May 15, 2018 to January 6, 2023 and who submitted a qualifying Subclass
17 Questionnaire. Excluded from the Settlement Class are those individuals who timely and validly
18 opted out and requested exclusion.

19 5. The Court concludes, for purposes of the Settlement only, that the requirements
20 of Cal. Civ. Proc. Code § 382 are satisfied. In support of this conclusion, the Court finds as
21 follows:

22 a. The number of Settlement Class Members exceeds 2,000 and is thus too
23 numerous for their joinder to be practicable. The Settlement Class is sufficiently
24 ascertainable.

25 b. There are questions of law and fact common to the Settlement Class, and
26 these common questions predominate over individualized questions for
27 settlement purposes. Common questions include whether Defendants breached
28 duties owed to EVS workers with respect to Sutter requiring the use of OxyCide.

1 c. Plaintiffs' claims are typical of the claims of the Settlement Class in that
2 the claims arise from allegedly harmful effects of using OxyCide while
3 performing their duties as an EVS worker at Sutter hospitals.

4 d. Plaintiffs are adequate class representatives, whose interests in this matter
5 are aligned with those of the other Class Members. The Court hereby confirms
6 its approval of Bianca Minix, Dionna Bradshaw, Barbara Smillie, Eva Osorio,
7 and Lawana Williams as Class Representatives.

8 Additionally, the Court hereby confirms its approval of Class Counsel—Erickson
9 Kramer Osborne LLP— who are experienced in prosecuting class actions
10 involving similar claims, and who have committed the necessary resources to
11 represent the Settlement Class.

12 e. A class action is a superior method for the fair and efficient resolution of
13 this Litigation.

14 f. The PAGA provisions of this settlement, as provided in the Settlement
15 Agreement, are approved.

16 **NOTICE TO THE SETTLEMENT CLASS**

17 6. The Court finds that Notices were given in accordance with the Preliminary
18 Approval Order, and that the form and content of that Notices, and the procedures for
19 disseminating them, satisfy the requirements of Cal. Civ. Proc. Code § 382 and due process and
20 constitute the best notice practicable under the circumstances. The Court further finds that the
21 notification requirements of Labor Code § 2699.3(a) have been met.

22 7. Adequate notice of the proceedings was given to Settlement Class Members,
23 with a full opportunity to participate in the fairness hearing. Therefore, it is hereby determined
24 that all Settlement Class Members are bound by this Final Order and Judgment.

25 8. The Court grants final approval of the Settlement Agreement in full and the
26 Parties shall carry out their respective obligations under the Settlement Agreement in
27 accordance with its terms.
28

1 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

2 9. ____ objections to the Settlement were submitted by Settlement Class Members.
3 The Court has considered all objections and finds that they do not warrant or support rejection
4 or non-approval of the Settlement. All objections are hereby overruled in all respects. All
5 persons who did not object to the Settlement in the manner set forth in the Settlement
6 Agreement are deemed to have waived any objections, including by appeal, collateral attack, or
7 otherwise.

8 10. Attached hereto as **Exhibit A** is a list of persons who made valid and timely
9 requests to opt out and be excluded from the Settlement and the Settlement Class, and are thus
10 not bound by the Settlement Agreement and this Final Order and Judgment and shall not be
11 entitled to any of the benefits afforded to Settlement Class Members under the Settlement
12 Agreement. All other members of the Settlement Class are hereinafter barred and permanently
13 enjoined from prosecuting any Released Claims against Sutter.

14 **RELEASE**

15 11. Each Settlement Class Member, including Class Representatives and Subclass
16 members, are: (1) deemed to have completely and unconditionally released and forever
17 discharged all causes of action, claims, allegations, damages, costs, fees, or liabilities that were
18 alleged in, or could have been alleged in, the Lawsuit, on their own behalf and on behalf of their
19 respective present, former and future administrators, trustees, spouses, attorneys, agents,
20 assigns, executors, heirs, partners, privies, representatives, predecessors-in-interest, and
21 successors, and any other person or entity who may claim through them; and (2) barred and
22 permanently enjoined from asserting or prosecuting those released claims. The full terms of the
23 release described in this paragraph are set forth in Section 14 of the Settlement Agreement and
24 are specifically approved and incorporated herein by this reference (the “Release”). In addition,
25 the Class Representatives and Settlement Class Members are deemed to have waived the
26 provisions of California Civil Code § 1542.

27 12. All Participating and Non-Participating Class Members who are PAGA-Eligible
28 Employees hereby release and forever discharge the Released Parties from any and all claims

1 for PAGA civil penalties, arising from May 16, 2019, through the date of entry of the
2 Preliminary Approval Order, that were alleged or reasonably could have been alleged based on
3 the facts contained in the Lawsuit, and/or in Plaintiff's LWDA Notice. It is understood and
4 agreed that PAGA-Eligible Employees do not have the opportunity to opt out of this PAGA
5 Release.

6 **OTHER PROVISIONS**

7 13. Notice of the Final Approval Order will be posted on the settlement website
8 established by the Settlement Administrator.

9 14. If the Effective Date does not occur for any reason, any certification of a
10 Settlement Class will be vacated, without prejudice to any Party's position on the issue of class
11 certification and the amenability of the claims asserted in the Lawsuit to class treatment, and the
12 Parties shall be restored to their respective litigation positions in the Lawsuit existing
13 immediately before the execution of the Settlement Agreement.

14 15. The Court hereby dismisses the Litigation in its entirety with prejudice, and
15 without fees or costs except as otherwise provided for herein, and all claims that were or that
16 could have been asserted in the Litigation are released as set forth in the Settlement Agreement.

17 16. No person will have any claim against Plaintiffs, Class Counsel, Defendants,
18 Defendants' counsel, or the Settlement Administrator arising from or relating to actions,
19 determinations or distributions made substantially in accordance with the Settlement Agreement
20 or orders of the Court.

21 17. Without affecting the finality of the Final Approval Order for purposes of appeal,
22 the Court reserves jurisdiction over the Settlement Administrator, Defendants, Plaintiffs, and the
23 Settlement Class Members as to all matters relating to the administration, consummation,
24 enforcement, and interpretation of the terms of the Settlement, the Agreement, the Final
25 Approval Order, and for any other necessary purpose.

1 For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion for final approval
2 of the Settlement and enters judgment in this matter.

3
4 **IT IS SO ORDERED.**

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6 Dated: _____

7 Hon. Frank Roesch
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