

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance E. Dacre, Esq. SBN 190305

JAMES HAWKINS APLC

9880 Research Drive, Suite 200
Irvine, CA 92618

TEL: (949) 387-7200

FAX: (949) 387-6676

Email:

isandra@jameshawkinsaplc.com

lance@jameshawkinsaplc.com

minh@jameshawkinsaplc.com

Attorneys for Plaintiff, JAZMIN ALEJO
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JAZMIN ALEJO on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

PACKARD CHILDREN'S HEALTH
ALLIANCE, a California corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV366750

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Beth McGowen

DEPT: 22

**DECLARATION OF LANCE DACRE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiff in the case of *Jazmin Alejo v. Packard Children's Health Alliance* (Santa Clara County Case No. 20CV366750). I submit this declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

3. On June 1, 2020, Plaintiff also gave notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) of her intention to file a PAGA complaint based on the violations.

5. Throughout this litigation, Defendant has denied Plaintiff's allegations and raised appropriate defenses, both individually and on a classwide basis. Defendant maintains that its policies and practices comply with the requirements of the California Labor Code and all applicable Wage Orders.

1 **6.** To date, no class has been certified and the Court has not made any findings that
2 Defendant engaged in any wrongdoing or violated any state law, rule, or regulation with respect
3 to the issues presented in this litigation.

4 **7.** Through both formal and informal discovery, Plaintiff and Defendant have
5 exchanged extensive documents and information related to the claims asserted. Defendant
6 produced information including time records, payroll data, and wage statement information of
7 putative Class Members. Defendant also provided Plaintiff with class data and representative
8 samples of time records, wage statements, and information regarding the number of non-exempt
9 employees during the relevant time period.

10 **8.** On June 12, 2024, after engaging in numerous discussions and exchanging
11 information regarding the claims alleged, the Parties participated in an all-day mediation
12 presided over by Jason C. Marsili, a respected mediator of wage and hour class actions. At the
13 conclusion of the mediation, the Parties were unable to reach a settlement.

14 **9.** Following the mediation, the Parties continued in settlement discussions until they
15 were able to agree to settle the Action based on a mediator's proposal.

16 **10.** Thereafter, the Parties exchanged numerous drafts of the long-form settlement
17 agreement and engaged in additional communications regarding the settlement terms.

18 **11.** The final terms and provisions of the settlement were approved and executed by
19 the Parties and memorialized in the Class Action Settlement Agreement. (A true and correct
20 copy of the Class Action Settlement Agreement (“Settlement Agreement”) is attached hereto as
21 Exhibit 1.)

22 **12.** Based on their respective investigations and evaluations, and after considering the
23 sharply disputed factual and legal issues involved in this matter, the risks attending further
24 prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v. Super. Ct.*,
25 (2012) 53 Cal. 4th 1004 (“*Brinker*”) decision, and the discovery and investigation conducted to
26 date, Plaintiff and her counsel are of the opinion that settlement for the consideration and on the
27 terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in the best
28 interests of the named Plaintiff and Class Members.

1 **13.** Plaintiff’s counsel analyzed the potential liability in this matter based on
2 documents and information produced by Defendant in informal discovery and in preparation for
3 mediation, including expert analysis of timekeeping records and payroll data, and took into
4 account the nature of the claims and Defendant’s defenses thereto.

5 **14.** The damages model used in calculating potential liability was largely based on the
6 number of class members, the number of workweeks and pay periods worked during the relevant
7 periods, the average rate of pay, and representative samples of time records, wage statements,
8 and other documents produced by Defendant in preparation for mediation.

9 **15.** Based on the information provided by Defendant, the estimated number of work
10 weeks and work shifts during the Class Period are 120,524 and 506,093, respectively. There are
11 an estimated 39,511 pay periods during the PAGA Period. The average hourly rate of pay is
12 approximately \$31.78.

13 **16.** The estimated maximum potential violations were calculated as follows:

14 **a. Failure to Pay Lawful Wages for All Hours Worked**

15 Plaintiff’s claim for failure to pay lawful wages owed is based primarily on allegations
16 that, during the liability period, Defendant failed to pay Plaintiff and Non-Exempt Employees
17 lawful wages for all hours worked. Plaintiff alleges that Defendant used a computer time clock,
18 in which she and Class Members would have to access a series of screens to allow them to
19 “Clock-in” and/or “Clock-out”. Many times, the system would experience technical difficulties,
20 creating a delay for Plaintiff and Class Members to clock in and clock out effectively and
21 without issue. Once Plaintiff and Class Members were able to clock in, the clock was rounded to
22 their actual scheduled time of entry which resulted in a loss of time worked. As a result, Plaintiff
23 and putative Class Members were consistently underpaid and were required to work off the clock
24 and without pay.

25 Defendant disputes the allegations that it did not pay all wages owed to its non-exempt
26 employees and disputes that its non-exempt employees were not paid for all hours worked as a
27 result of its rounding policies and practices. Further Defendant asserts that it discontinued its
28 time clock rounding policy as of September 19, 2021. As per the analysis conducted on the

sample provided by Defendant, this claim was calculated based on an estimated 20 minutes off the clock work per shift for an estimated maximum potential liability of \$5,359,524. This calculation assumes a 100% violation rate for every shift. However, taking into consideration the nature of the claim and Defendant's defenses thereto, this claim was valued at an estimated maximum potential liability between \$2,143,809 (40%) and \$1,071,905 (20%)

b. Meal Period Claim

The meal break violation claim is also based primarily on Plaintiff's allegations that due to the requirements in the performance of their job duties, time constraints and understaffing, Plaintiff and Class Members were often not provided timely, uninterrupted thirty (30) minute meal breaks during their shifts as required by law.

Defendant adamantly denies Plaintiff's meal break allegations in their entirety and maintains that Plaintiff and Class Members were provided with the opportunity to take full, timely and uninterrupted meal periods as per its policies and the law. Defendant disputes that the meal period claims are suitable for class certification, citing *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.

Based upon Plaintiff's review of the documents and information provided in anticipation of mediation and the analysis provided by the expert, the estimated maximum potential of the meal break claim was. \$14,571,829 This assumes a violation occurred during every meal break-eligible shift (458,522 x \$31.78). However, taking into consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for purposes of settlement, the meal break was valued at an estimated maximum potential liability between \$2,914,366 (20%) and \$ 1,457,183 (10%)

c. Rest Period Claim

The rest break violation claim is based on Plaintiff's allegations that, due to workload and staffing levels, Plaintiff and Class Members were not consistently authorized and permitted to take timely, uninterrupted ten (10) minute rest periods for every four hours worked, or major fraction thereof. Defendant denies these allegations and maintains that it maintained lawful rest break policies and that employees were fully authorized and permitted to take all compliant rest

breaks. Defendant similarly disputes the propriety of certification on this claim under *Brinker* and its progeny.

Based upon the expert's analysis, the estimated maximum potential of the rest break claim was \$15,922,860. This assumes a violation occurred during every rest break-eligible shift (501,034 x \$31.78). Taking into consideration the individualized nature of rest break claims and Defendant's defenses, this claim was valued at an estimated maximum potential liability between \$796,143 (5%) and nominal value.

d. Failure to Timely Pay Wages

This claim is derivative of the other claims asserted. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period is entitled to 30 days' worth of wages as a waiting time penalty for not being paid all wages upon the separation of employment. Plaintiff alleges that penalties are owed under Labor Code section 203 due to, at a minimum, Defendant's failure to pay wages for all hours worked and failure to pay premium wages. With respect to the Lab. Code §203 claim, there were an estimated total of 425 former Class Members to whom this claim applied. The estimated maximum potential liability was determined to be \$3,241,560 using the formula (30 x \$ 31.78 x 8 hours worked per day x 425. .

Defendant once again defends that no unpaid wages are owed as Defendant did not fail to pay the correct wages. Defendant further contends that its actions were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be awarded. For purposes of settlement negotiations, said claim was valued between an estimated maximum of \$972,468 (30%) and \$648,312 (20%).

e. Failure to Provide Accurate Itemized Wage Statements

Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing and intentional failure by an employer" to provide accurate wage statements is entitled to \$50 for the initial violation and \$100 for each subsequent violation up to \$4,000. This claim is derivative of the alleged unpaid wages claims asserted. Defendant denies that it provided inaccurate wage statements. Defendant also states that because it believes no wages are unpaid, there can be no derivative penalties. Further, Defendant argues that, if any wage statements

1 were in fact inaccurate, it did not “knowingly and intentionally” fail to provide accurate
2 statements and that Plaintiff and the class did not suffer any “injury” from such inaccurate wage
3 statements.

4 Per information provided by Defendant, there were approximately 558 Class Members
5 working during the relevant time period for this claim. Thus, if a calculation is performed using
6 the maximum exposure permitted per Class Member under Labor Code section 226, this
7 amounts to a maximum exposure for Defendant of \$2,352,000 based on 588 Class Members x
8 \$4,000. For purposes of settlement negotiations, said claim was valued between an estimated
9 maximum of \$705,600 (30%) and \$470,400 (20%)

10 **f. Bus. & Prof. Code § 17200 Claim**

11 The only remedies available under the unfair competition law (“UCL”) Business and
12 Professions Code Section 17200 et seq. are restitution and injunction, as opposed to damages.
13 *Clark v. Superior Court* (2010) 50 Cal.4th 605, 610. The UCL provides that “[t]he court may
14 make such orders or judgments ... as may be necessary to restore to any person in interest any
15 money or property, real or personal, which may have been acquired by means of such unfair
16 competition.” (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes “earned
17 wages.” *Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal.4th 163, 177-78. Restitution
18 under the UCL is not available for all violations of the Labor Code. (See *Pineda v. Bank of Am.*,
19 *N.A.* (2010) 50 Cal.4th 1389, 1401-02.) In *Pineda*, the California Supreme Court held Labor
20 Code section 203 is “not designed to compensate employees for work performed [but] it is
21 intended to encourage employers to pay final wages on time, and to punish employers who fail to
22 do so.” (Id.) Like Labor Code section 203, section 226 for wage statement violations is also
23 intended to “punish” the employer and is not an action brought to recover wages. (See *Gomez v.*
24 *Jacobo Farm Labor Contractor, Inc.* (E.D. Cal. 2019) 334 F.R.D. 234, 267-268.)

25 Here, Plaintiff’s UCL claim is solely premised on the failure to pay lawful wages and
26 premium wages claims discussed above. Plaintiff’s Counsel assigned a zero-dollar value to the
27 UCL claim because it does not provide any additional value in this Action other than to increase
28 the statute of limitations to four years for the underlying claims. Those claims are valued and

1 analyzed above based on the four-year statute of limitations provided by the UCL. However, the
2 UCL claim in and of itself does not provide any additional damages. Therefore, there is no
3 additional or separate monetary value that this statute provides based on the facts of this Action.

4 **g. Lab. Code § 2699 et seq. (PAGA Claim)**

5 Plaintiff's claims under PAGA are primarily predicated on or derivative of the other
6 claims asserted. The estimated maximum PAGA penalty was calculated as calculated as
7 \$3,951,100 and attributes a \$100 penalty to each of the estimated 39,511 pay periods. The figure
8 also assumes that there is a 100% violation rate during the PAGA period, such that every single
9 pay period in question involved at least one Labor Code violation, despite disputes regarding
10 Defendant's liability. However, PAGA claims under the facts and circumstances of this case may
11 result in no award or at best a very minimal award by the trial court. See specifically §2699(e)(2)
12 which states in its pertinent part: "[A] court may award a lesser amount than the maximum civil
13 penalty amount specified by this part if, based on the facts and circumstances of the particular
14 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
15 confiscatory."

16 For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a
17 federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%,
18 because the court found maximum penalties "unjust" because the employees had suffered no
19 injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code
20 violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5–7 (2nd Dist.
21 Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County
22 Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist.
23 LEXIS 48557, *40–43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

24 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
25 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S.
26 Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff
27 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
28 the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved

1 Employee suffered all violations for each pay period the alleged employee worked. As discussed
2 herein, the nature of the PAGA based claims (i.e., failure to pay all wages owed, meal period,
3 rest period, wage statements, failure to timely pay wages) and Defendant's asserted defenses
4 thereto present a strong risk that some or all of the PAGA penalties sought may not be awarded.

5 Defendant denies that a violation for each pay period can be established. Defendant states
6 that because the PAGA Action heavily relies on the same allegations made in the Class Action,
7 they are subject to the same defenses, and, thus, for the same reason Defendant believes there
8 will be no damages collectible in the class action, no PAGA penalties would be awarded, either.
9 Defendant also asserts that individualized issues predominate the PAGA claims, making the
10 claims unmanageable for trial. Given the nature of these claims, as analyzed above and
11 Defendant's defenses thereto, Plaintiff's Counsel believes it to be likely that if there were any
12 award, it could be reduced considerably. Therefore, the amount of \$100,000 (which has been
13 reserved for the PAGA claim) is both fair and reasonable.

14 **17.** Through her counsel, Plaintiff took into consideration the significant risks that
15 class certification could be denied on the central claim, or that a merits decision on the central
16 claim would not favor the Class. Plaintiff has considered the expense and length of continued
17 proceedings necessary to continue the Action against Defendant through trial and any possible
18 appeals. Plaintiff is also aware of the burdens of proof necessary to establish liability for the
19 claims asserted in the Action, Defendant's defenses thereto, and the difficulties in establishing
20 Plaintiff's damages.

21 **18.** The proposed Settlement requires Defendant to pay each Class Member who does
22 not opt out a portion of the Settlement Amount as specifically set forth in the Settlement
23 Agreement. The amount to be paid to the Class Members is undoubtedly fair, adequate and
24 reasonable especially in light of the significant risk to Plaintiff and Class Members in continuing
25 with the litigation and not prevailing on class certification or at trial.

26 **19.** Hawkins APLC has a great deal of experience in wage and hour class action
27 litigation. The law firm and its lawyers have obtained certification of multiple classes, have been
28 approved as class counsel in many other wage/hour class actions, and currently litigating

1 numerous others. Although not an all inclusive list, over the years the law firm has prosecuted
2 the following class action matters as lead and/or co-lead counsel, all of which implicated similar
3 law and facts to those associated with this action:

- 4 o ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
5 01754.
- 6 o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 7 o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 8 o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
9 SACV08-00412.
- 10 o ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County
11 Superior Court, Case No. BC393709.
- 12 o ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
13 Superior Court, Case No. BC 357912.
- 14 o ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
15 Superior Court, Case No. RIC 440630.
- 16 o ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 17 o ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case
18 No. 05CC00013.
- 19 o ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
20 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 21 o ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
22 Case No. RIC 420909.
- 23 o ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,
24 Case No. CV09-05848.
- 25 o ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
26 DISTRICT, Case No. SACV 08-680.
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- o ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- o ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- o ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- o ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- o ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- o ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- o ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- o ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- o ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- o ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- o ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- o ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.

- o ***Gutierrez v. HMT Tank, USDC Central Dist.,*** Case No. CV14-1967-CAS(MAN)
- o ***Williams v. Il Fornaio America Corp.,*** Sacramento County, Case No. 34-2011-0009616.
- o ***Aguilar v. 7-Eleven, Inc.,*** Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o ***Madrigal v. Huntington Beach Market Broiler, Inc.,*** Orange County, Case No. 30-2012-00611260.
- o ***Vang v. Jazz Semiconductor, Inc.,*** Orange County, Case no. 30-2011-00460278.
- o ***Vigueras v. Red Robin International, Inc,*** USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o ***Smith v. Space Exploration Technologies Corp.,*** Los Angeles Superior Court, Case No. BC55429;
- o ***Cano v. Financial Statement Services, Inc.,*** Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o ***Mendez v. Liberty Glass Fabricators, Inc.,*** Riverside County Superior Court Case No. RIC1800119;
- o ***Attia v. Neiman Marcus Group, Inc.,*** United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- o ***O'Brien, et al. v. Cerida Investment Corp.,*** Santa Clara Superior Court Case No. 21CV384527;
- o ***Gonzalez v. Quality Aluminum Forge, LLC,*** Orange County Superior Court Case No. 30-2015-00817941;
- o ***Shay v. Apple, Inc.,*** United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o ***Milligan v. CWI, Inc.,*** San Bernardino Superior Court Case No. CIVDS 2013999;
- o ***Aguilar v. LDI Mechanical, Inc.,*** Riverside County Case No. RIC1610019;

- o ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- o ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- o ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- o ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;
- o ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- o ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- o ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- o ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- o ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- o ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- o ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;

- o ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- o ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- o ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- o ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- o ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- o ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- o ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- o ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- o ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- o ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- o ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;

- o **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;
- o **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No. CIVDS1936782;
- o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- o **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- o **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- o **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- o **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.
- o **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;

- o **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No. CIV20002076;
- o **Ayala, et al., v. Macy's West Stores, Inc.**, Los Angeles County Case No. 20STCV34182;
- o **Wallen, et al. v. United Rentals (North America), Inc., et al.**, Stanislaus County Case No. CV-22-000399;
- o **Granados v. Hyatt Corporation**, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- o **Vigil v. Hyatt Corporation**, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- o **Garcia v. U.S. Best Ingredients, Inc.**, Los Angeles Superior Court Case No. 21TRCV00813.

20. In sum, James Hawkins APLC has been the lead or co-lead counsel in hundreds of wage and hour cases since its inception. These cases have confronted many of the same issues presented in the above-entitled action. The firm has been certified as class counsel on numerous occasions (both through settlement and via motion) and has successfully recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

21. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 50 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions.

22. I have been practicing law in California since 1997 and joined the James Hawkins, APLC law firm in February 2022, and now exclusively litigate plaintiff-related wage and hour class action cases. I have been involved in litigating, mediating and settling numerous wage and hour class actions dealing with class sizes ranging from several hundred to several

thousand class members in both State and Federal courts.

23. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice.”)

24. On March 24, 2026, Plaintiff submitted the Settlement Agreement, concurrently with the filing of this motion, to the LWDA.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 24, 2026 at Irvine, California



Lance Dacre

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Jazmin Alejo (“Plaintiff”) and defendant Packard Children’s Health Alliance (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Jazmin Alejo v. Packard Children’s Health Alliance*. (Santa Clara County Superior Court Case No. 20CV366750).
- B. “Aggrieved Employees” means all current and former hourly employees who worked for Defendant Packard Children’s Health Alliance in California at any time from June 3, 2019, to September 25, 2024 (“PAGA Period”).
- C. “Class” means all current and former hourly or non-exempt employees who worked for Defendant in California any time between June 3, 2016, to September 25, 2024 (“Class Period”).
- D. “Class Counsel” means James R. Hawkins, Isandra Fernandez and Anthony Draper of James Hawkins APLC and Marcus J. Bradley of Bradley/Grombacher LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action and PAGA Action, including their pre-filing investigation, their filing of the Action and PAGA Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action and PAGA Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and, his or her dates of employment and/or number of workweeks worked during the Class Period as a Class Member.
- G. “Class Member” is a member of the Class.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement. The Class Notice will include, but shall not be limited to: information regarding the nature of the Action and PAGA Action; a summary of the substance of the Settlement; the Class definition; the claims process; the procedure and time period to request exclusion from, or object to the claims process; the date set for

the Final Approval Hearing; and the formula used to calculate the Settlement Shares. The Class Notice will not include a claim form but will only include all procedural materials necessary to effect the Settlement and no claim form will be needed to be submitted to participate in the Settlement.

- I. “Class Period” means the period of time between June 3, 2016, to September 25, 2024.
- J. “Class Representative Service Payment” means the service payment made to Plaintiff in her capacity as Class Representative in order to compensate her for initiating the Action and PAGA Action, performing work in support of the Action and PAGA Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Action and PAGA Action, and for the general release of all claims by the Plaintiff.
- K. “Court” means the Superior Court of California, County of Santa Clara.
- L. “Defendant” means Packard Children’s Health Alliance.
- M. “Defendant’s Counsel” means Michael D. Bruno, Alyson S. Cabrera, and Sara A. Moore of Gordon Rees Scully Mansukhani, LLP
- N. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- P. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Judgment is entered.
 - 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. “Gross Settlement Amount” of “GSA” means Two Million Eight Hundred and Five Thousand Dollars (\$2,805,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant

and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated by this Agreement, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.

- S. “Judgment” means the Final Approval Order and Judgment entered by the Court
- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- W. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
- X. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, affiliates, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
- Y. “Settlement” means the disposition of the Action and PAGA Action and all related claims effectuated by this Agreement.
- Z. “Settlement Administrator” means the administrator (ILYM Group) proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.
- AA. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On August 31, 2020, Plaintiff filed a First Amended Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “Action”). Plaintiff asserted claims against Defendant for: (1) Failure to pay lawful wages; (2) Failure to Provide Lawful Rest Periods or Compensation in Lieu thereof; (3) Failure to Timely Pay Wages; (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (5)

Violations of the Unfair Competition Law, and (6) Labor Code Private Attorney General Act (Lab.Code §2699 *et seq.*)

- B. On April 2, 2021, Defendant filed a general denial along with 34 affirmative defenses to the First Amended Complaint.
- C. On June 12, 2024, the Parties participated in an all-day mediation presided over by Jason C. Marsili (“Mediator”), a respected mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, continued in settlement discussions and until they were able to agree to settle the Action based on a mediator’s proposal.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that any claims in the Action, by Plaintiff, the Class, or Aggrieved Employees, have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- E. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and PAGA Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code and California and federal law. Defendant further contends that even if a Court were to determine that it had violated the law, any such violation was inadvertent and occurred while Defendant was acting in good faith. Accordingly, the putative class would be unable to recover any penalties that rely on willful or malicious violation of the law.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$2,805,000. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000 as Class Representative Service Payment. Defendant will not oppose Class Representative Service Payment of no more than \$10,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000, for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment who will assume full responsibility and liability for the taxes due on his Class Representative Service Payment. To receive the payment, the Plaintiff agrees to a 1542 waiver and a general release of all claims as set forth below. To the extent the Court awards less than the amount of the requested Class Representative Service Payment, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more 35% of the Gross Settlement Amount, which is \$997,500, as their Class Counsel Fees Payment and an amount not more than \$25,000 for all expenses incurred as documented in Class Counsel's records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are a maximum of \$997,500, and a maximum of \$25,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Forms 1099 will be issued to Class Counsel with respect to those payments for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made directly to Class Counsel.
3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$100,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$75,000) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$25,000) will remain in the Net Settlement Amount for distribution to the Participating Class Members based upon their respective workweeks during the PAGA Period. If the Court approves a PAGA Payment of less than \$100,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed, except for good cause, \$30,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$30,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.

Calculation. Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. Each Participating Class Member shall be entitled to one share per qualifying workweek. Each Class Member’s number of weeks worked will be derived from the active contract dates and data contained in the records kept by Defendant in the ordinary course of business during the Class Period, but Class Members will have the right to challenge the number of workweeks.

2. **Withholding.**

- a. Subject to approval by the Court, Twenty Percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.
- b. Subject to approval by the Court, Twenty Percent (20%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and Sixty Percent (60%) of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. Non-Participating Class Members may still receive a Settlement Share if they worked during the PAGA Period.
4. **Class Size Modification.** Defendant has represented that the class consists of an estimated total of 773 Class Members who collectively worked 60,262 pay periods during the Class Period. If it is determined that the number of pay periods during the Class Period exceeds 66,288 (110% of 60,262), then the Gross Settlement Amount shall be increased by the same number of percentage points (above 10%) by which the actual number of pay periods exceeds 66,288. At its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the Class Period when the number of pay periods reaches 66,288.

D. **Appointment of Settlement Administrator.** After obtaining bids from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall never be empowered to make payments to Participating Class Members exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the Parties.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the Mediator for resolution.
 - b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion.
 - c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.
2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:
 - a. No later than 15 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member’s Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant’s express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. Defendant’s records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class.
 - b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice to all Class

Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation

Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator with copies to Class Counsel and Defendant's Counsel, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- b. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number or workweeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in

Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except if a Non-Participating Class Member worked during the PAGA Period and is an Aggrieved Employee bound by the Released PAGA Claims. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

- 4. **Right of Parties to Reject Settlement.** If Class Members representing more than ten percent (10%) of the Settlement Class timely submit valid Elections Not to Participate in Settlement, both Plaintiff and Defendant will have the right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. The party rejecting the Settlement shall inform the other party and the Court whether it is exercising its right pursuant to this Paragraph not later than thirty (30) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received. The party rejection the Settlement shall be

responsible for any cost associated with administering the settlement that have been incurred prior to the date that the party rejects the settlement.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
6. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment.
 - b. If any opposition is filed to the motion for final approval, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval.
 - c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. Whether the Judgment is consistent with the terms and conditions of this Agreement shall be determined in the appealing party's sole discretion, so long as such determination is not made in bad faith. The Judgment therefore will become non-appealable at the time it is entered, so long as it is consistent with the terms and conditions of this Agreement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative

Service Payment and the LWDA Payment in accordance with this Agreement.

10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. . If the check remains uncashed by the expiration of the 180 day period, subject to Court approval, the funds from such uncashed checks will be deposited with the State Controller, Unclaimed Property Division, in the name of the Participating Class Member and the Participating Class Member(s) remain bound by the Settlement.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon and by entry of final judgment, Defendant and the Released Parties shall receive a release from the Participating Class Members of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant and the Released Parties that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, alleged in the Action that occurred during the Class Period regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released Class Claims specifically include all claims arising between June 3, 2016 and September 25, 2024, inclusive, under state, federal, or local law, arising out of the claims plead in the Second Amended Complaint to be filed in this Action (i.e., §§ 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1194, 1198 and 2698 *et seq.* and Business and Professions Code § 17200 *et seq.*.. claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) inaccurate

wage statements; (4) failure to pay all wages for alternative workweeks; (5) failure to pay all wages due and owing for time worked; (6) all related violations of the applicable Wage Orders; (7) all related violations of California's unfair competition law; (8) all related claims for civil penalties pursuant to the Private Attorneys General Act, and (9) interest, fees, and costs ("Released Claims"). The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

2. **Aggrieved Employees.** Upon and by entry of final judgment, Defendant and the Released Parties shall receive a release from the State of California and the Labor and Workforce Development Agency, as well as from the Aggrieved Employees of any and all claims for relief, whether suspected or unsuspected, which Plaintiff or any Aggrieved Employee (who cannot opt out) has had, now have, or may discover in the future against the Released Parties or any of them for any or all PAGA claims asserted in the Action or which could have been asserted in the Action based on the allegations, facts, asserted therein that occurred during the PAGA Period, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint ("Released PAGA Claims"). The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including under the California Labor Code, the Wage Orders, applicable regulations, including all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.
3. **Plaintiff.** Upon the occurrence of the Effective Date, Plaintiff generally, unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any and all claims related in any way to the transactions or occurrences between them prior to the date of preliminary approval, to the fullest extent permitted by law, including, but not limited to, Plaintiff's hiring by and employment with the Defendant, Plaintiff's compensation, wages, or pay of any kind related to the Defendant, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Plaintiff's employment. This Release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Occupational Safety and Health

Act, the National Labor Relations Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Business and Professions Code, the California Industrial Welfare Commission Wage Orders, the California Government Code, as well as any amendments to those laws, and all claims for attorneys' fees, costs and expenses ("Plaintiff's Released Claims"). This release of Plaintiff's Released Claims unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party at the time prior to the date of preliminary approval. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits.

Plaintiff acknowledges that she may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims covers all possible claims by Plaintiff against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives her right to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the Plaintiff's Released Claims, Plaintiff expressly acknowledges that this settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims which Plaintiff does not know or suspects to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

Plaintiff and Defendant acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiff by Defendant or Released Parties.

4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:
 5. **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.**Class Counsel. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. Neither Plaintiff nor Defendant will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement, which may include publicizing for explanation and assistance purposes the Settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the Settlement in periodicals and/or radio stations in order to maximize class participation. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Class Counsel will not communicate with other wage-hour plaintiffs' counsel about this Settlement, nor utilize it in any way in their marketing or advertising materials or website until after final approval is granted

by the Court, except that Class Counsel may post court-filed documents on their website for viewing by Class Members.

I. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever. Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding

or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes

or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Declaration from Mediator.** The Parties agree that Jason Marsili, Esq, who has assisted the Parties as Mediator in this case, may, at his discretion, execute a declaration supporting the Settlement, and the Court may, in its discretion, contact Mr. Marsili to discuss the Settlement and whether or not the Settlement is fair and reasonable.
14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Isandra Fernandez
Lance Dacre
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200
lance@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com

Bradley/Grombacher LLP
Marcus J. Bradley
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Tel: (805) 270-7100
Email: mbradley@bradleygrombacher.com

To Defendant:

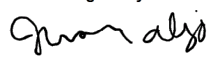
Sara Moore
Michael D. Bruno
Alyson S. Cabrera
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (510) 463-8668
Facsimile: (510) 984-1721
Email: smoore@grsm.com
Email: mbruno@grsm.com
Email: acabrera@grsm.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/17/2025, 2025

DocuSigned by:

By: _____
4DA904E2648541E...
Jazmin Alejo

Dated: February 18, 2026,

Signed by:

By: _____
D11D59A37D7C43F
Chantal Volel Torres - CEO
Packard Children's Health Alliance

APPROVED AS TO FORM AND CONTENT

JAMES HAWKINS, APLC

Dated: December 17, 2025

By: 
Isandra Fernandez, Esq.
Lance Dacre, Esq.
Attorneys for Plaintiff and the Settlement Class

BRADLEY/GROMBACHER LLP

Dated: _____, 2025

By: _____
Marcus J. Bradley, Esq.
Attorneys for Plaintiffs and the Settlement Class

**GORDON & REES SCULLY
MANSUKHANI, LLP**

Dated: February 18, 2026

By: 
Sara A. Moore, Esq.
Attorneys for Defendant Packard Children's
Health Alliance

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

Jazmin Alejo v. Packard Children's Health Alliance, Case No. 20CV366750

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Packard Children's Health Alliance ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Jazmin Alejo ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly or non-exempt employees ("Class Members") who worked for Defendant during the Class Period (any time between June 3, 2016, to September 25, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (any time from June 3, 2019, to September 25, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund individual class payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Settlement Share payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____, for a total of \$ _____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an individual PAGA payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement

and be eligible for a Settlement Share payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your individual class payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and during the PAGA Period, respectively. The number of workweeks you worked in the Class Period and PAGA Period, according to Defendant's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay for all hours worked, overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: James Hawkins APLC and Bradley/Grombacher LLP ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and

scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,805,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Settlement Share payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and the PAGA Payment, penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") and to the Aggrieved Employees. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$997,500 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any Individual PAGA Payment.
 - C. Up to \$30,000 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$100,000 for the PAGA Payment, allocated 75% to the LWDA ("LWDA Payment") and 25% for distribution to Aggrieved Employees based on their workweeks worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Settlement Share payments to Class Members based on their workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Settlement Share to taxable wages (“Wage Portion”), and 20% for interest and 60% to penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Settlement Administrator will report the Non-Wage Portions of the Settlement Shares on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Settlement Share Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, _____ (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process

Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Defendant and the Released Parties from of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant and the Released Parties that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, alleged in the Action that occurred during the Class Period regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released Class Claims specifically include all claims arising between June 3, 2016 and September 25, 2024, inclusive, under state, federal, or local law, arising out of the claims plead in the Second Amended Complaint to be filed in this Action (i.e., §§ 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1194, 1198 and 2698 *et seq.* and Business and Professions Code § 17200 *et seq.* claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) inaccurate wage statements; (4) failure to pay all wages for alternative workweeks; (5) failure to pay all wages due and owing for time worked; (6) all related violations of the applicable Wage Orders; (7) all related violations of California's unfair competition law; (8) all related claims for civil penalties pursuant to the Private Attorneys General Act, and (9) interest, fees, and costs ("Released Claims"). The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, the State of California and the Labor and Workforce Development Agency, as well as all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The State of California and the Labor and Workforce Development Agency, as well as the Aggrieved Employees' Releases are as follows:

the State of California and the Labor and Workforce Development Agency, as well as the Aggrieved Employees are deemed to release Defendant and the Released Parties from any and all claims for relief, whether suspected or unsuspected, which Plaintiff or any Aggrieved Employee has had, now have, or may discover in the future against the Released Parties or any of them for any or all PAGA claims asserted in the Action or which could have been asserted in the Action based on the allegations, facts, asserted therein that occurred during the PAGA Period, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint ("Released PAGA Claims"). The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including under the California Labor Code, the Wage Orders, applicable regulations, including all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Settlement Share payments. The Settlement Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Settlement Administrator will calculate individual PAGA payments by (a) dividing \$25,000 by the total number of workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of workweeks worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement

Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member) but is entitled to an Individual PAGA Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jazmin Alejo v. Packard Children's Health Alliance*, Case No. 20CV366750, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least _____ court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class

Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is ____.** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action: *Jazmin Alejo v. Packard Children's Health Alliance*, Case No. 20CV366750 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 7 of the Santa Clara Superior Court, located at 191 North First Street, San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.sccourt.org/search> and entering the Case Number for the Action, Case No. 20CV366750.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION

ABOUT THE SETTLEMENT.

Class Counsel:

Isandra Fernandez
Lance Dacre
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200
james@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com

Bradley/Grombacher LLP
Marcus J. Bradley
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Tel: (805) 270-7100
Email: mbradley@bradleygrombacher.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.