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Attorneys for Plaintiff Acosta

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

EVELYN MARTINEZ and SANDY ACOSTA, as
individuals and on behalf of all others similarly
situated, and as private attorneys general,

Plaintiffs,

vs.

CITY OF HOPE NATIONAL MEDICAL CENTER,
a California corporation; CITY OF HOPE, a
California corporation; CITY OF HOPE MEDICAL
FOUNDATION, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. CIVDS2015729

[Hon. David Cohn, Department S26]

**DECLARATION OF DENISE ISLAS
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: December 5, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: August 4, 2020
FAC Filed: September 28, 2021
SAC Filed: April 7, 2022

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1. I am employed as a Director of Client Services by Simpluris, Inc. (“Simpluris”) the claims administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5622. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the settlement in accordance with the terms of the Class Action Settlement Agreement entered into by the parties on or about April 6, 2022, (the “Settlement Agreement”). Simpluris has been, and if the Court grants final approval of the Settlement, will be responsible for, among other things: (a) printing and mailing in English the Notice of Class Action Settlement (“Notice”) (b) receiving undeliverable Notice Packets; (c) receiving and validating requests for exclusion; (d) calculating individual settlement payments and individual PAGA payments, distributing funds, and tax-reporting following final approval; (e) mailing settlement checks; (f) answering questions from Class Members; and (g) performing such other tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree or the Court orders Simpluris to perform.

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative in English and Spanish during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Class Notice was 1-866-221-3297.

1 5. On June 21, 2022, Simpluris received the Court-approved Notice. The Notice advised
2 Class Members of their right to opt out from the Settlement, object to the Settlement, or do nothing, and
3 the implications of each such action. The Notice advised Class Members of applicable deadlines and
4 other events, including the Final Approval Hearing, and how Class Members could obtain additional
5 information. The Notice was pre-printed with the name and address of the Class Member and their
6 estimated payment. A sample Notice Packet is attached hereto as **Exhibit A**.

7 6. On July 21, 2022, Counsel for Defendant provided Simpluris with a mailing list (“Class
8 List”) containing the name, last known address, Social Security number, and pertinent employment
9 information during the Class Period for the Class Members. The Class List contained data for seven
10 thousand and thirty-six (7,036) Class Members.

11 7. The mailing addresses contained in the Class List were processed and updated utilizing
12 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
13 NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual
14 had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized
15 in connection with the mailing of the Notices.

16 8. On August 4, 2022, after updating the mailing addresses through the NCOA, Notices
17 were mailed via First Class Mail to seven thousand and thirty-six (7,036) Class Members contained in
18 the Class List.

19 9. As of this date, one hundred and thirty-eight (138) Class Notices were returned by the
20 post office. For those without forwarding addresses, Simpluris attempted to find a forwarding address
21 using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s
22 name and previous address to locate a current address. Altogether, Simpluris re-mailed one hundred and
23 fifteen (115) Class Notices to either; a new forwarding address provided by the Post Office, a newfound
24 address using Accurant, or a forwarding address provided by the Class. Ultimately, twenty-three (23)
25 Class Notices were undeliverable.

26 10. As of today, there are seven thousand and twenty-seven (7,027) Participating Class
27 Members who will be paid their portion of the Net Settlement Amount, estimated to be \$3,063,645.95.
28 The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Gross Settlement Amount:	\$ 5,500,000.00
Less Attorneys' Fees (Requested)	-\$ 1,925,000.00
Less Litigation Costs	-\$ 51,359.05
Less Plaintiffs' Service Awards (Requested)	-\$ 30,000.00
PAGA – LWDA Payment	-\$ 300,000.00
PAGA – Aggrieved Employees	-\$ 100,000.00
<u>Less Settlement Administration:</u>	<u>-\$ 29,995.00</u>
NET SETTLEMENT FUND	\$ 3,063,645.95

Based upon the above deductions, the settlement class *average* award recovery under the settlement is approximately \$435.42 and the *highest* award recovery is approximately \$1,194.96. The class awards will be subject to employee payroll tax.

There are six thousand three hundred ninety (6,390) aggrieved employees that will receive their share of the PAGA penalty award. The aggrieved employees *average* award recovery is \$15.65, and the *highest* award recovery is \$27.21.

The current estimated employer tax is \$152,799.34 to be paid by the defendant in addition to the Maximum Gross Settlement Fund.

11. As of this date, Simpluris has received nine (9) requests for exclusion from the Settlement. The nine (9) valid requests for exclusion represent 0.13% of the Class.

12. As of this date, Simpluris has not received any valid requests for dispute.

13. Class Members who wished to object were directed to file their objection with the Court and serve a copy of the objection on the attorneys for the parties. As of this date, Simpluris has not received any objections.

14. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$29,995.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 8th day of November 2022, at Costa Mesa, California.

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4 Denise B Islas
5 Denise Islas
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Martinez et al. v. City of Hope National Medical Center et al.
Case No. CIVDS2015729

**PLEASE READ THIS NOTICE CAREFULLY YOUR LEGAL RIGHTS
MAY BE AFFECTED WHETHER YOU ACT OR NOT**

«I Mj ul I Bar codeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_155021»

«City», «State» «Zip»-«ZipDPC3»

(1) Why should you read this notice?

The San Bernardino County Superior Court has granted preliminary approval of a proposed class and representative action settlement between Plaintiffs Evelyn Martinez and Sandy Acosta (together, “Plaintiffs”) and Defendants City of Hope, City of Hope National Medical Center, and City of Hope Medical Foundation (together, “Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”) in the case entitled *Evelyn Martinez, et al. v. City of Hope, et al.*, San Bernardino County Superior Court Case No. CIVDS2015729 (the “Action”).

Because your rights may be affected by the settlement, it is important that you read this Notice carefully. Unless otherwise specified, the defined terms in this Notice have the same meaning as the defined terms in the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) approved by the Court.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Do Nothing:	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Settlement and may receive a payment from the Settlement. You will be bound to the release of the Class Released Claims and PAGA Released Claims as defined in Section 5 .
Opt Out:	If you do not want to participate as a Settlement Class Member, you may “opt out,” which will remove you from the Class Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue Defendants and the Released Parties for the Class Released Claims as defined in Section 5 . However, if you are a PAGA Aggrieved Employee, you will be bound to the PAGA Settlement and will receive an Individual PAGA Payment. See Section 6. The deadline to opt out is September 19, 2022.
Object to Class Settlement:	You may submit a legal objection to the Class Settlement. If you would like to object, you may not opt out of the Class Settlement. See Section 6. The deadline to submit written objections is September 19, 2022.
Final Approval Hearing:	The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on December 5, 2022 at 10:00 a.m., in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415.

According to Defendants’ records, you have been identified as a member of the Settlement Class that has been conditionally certified for purposes of the Settlement, and therefore are receiving this Notice. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Settlement Payment is estimated to be \$ «MERGED_ClassAmnt_CALC» and your Individual PAGA Payment is estimated to be \$ «MERGED_PAGAAmnt_CALC». The actual amount you may receive may be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that you worked «MERGED_PayPeriods» Pay Periods during the Settlement Class Period and «MERGED_ClassPayPeriods» Pay Periods during the PAGA Settlement Period. If you believe that you worked during more Pay Periods, you can submit a dispute by the deadline date. See Section 6.

(2) Definitions for Purposes of the Settlement.

“Settlement Class Members”: All non-exempt employees of City of Hope, City of Hope National Medical Center, and City of Hope Medical Foundation who were employed at any time between July 23, 2016 to March 31, 2022 in the State of California. If the entire duration of an individual's employment by Defendants during the period July 23, 2016 to March 31, 2022 is covered by the settlement in *Jordan A. Seper v. City of Hope National Medical Center*, Los Angeles Superior Court Case No. BC630925 (“*Seper* Settlement”), then, that individual shall not be included as a Settlement Class Member.

“Class Settlement Period” means the time period of July 23, 2016 through March 31, 2022.

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

“PAGA Aggrieved Employees”: All non-exempt employees of City of Hope, City of Hope National Medical Center and City of Hope Medical Foundation who were employed at any time between May 28, 2019 to March 31, 2022 in the State of California.

“PAGA Settlement Period” means the time period of May 28, 2019 through March 31, 2022.

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

(3) What is this case about?

On August 4, 2020, Plaintiff Martinez commenced the Action. On April 7, 2022, Plaintiffs filed a Second Amended Class and Representative Action Complaint (“Second Amended Complaint”). In their operative Second Amended Complaint, Plaintiffs, allege that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform practice and procedure, with respect to Plaintiffs, and non-exempt employees of Defendants who worked in California, of, inter alia, failing to properly pay regular, reporting time pay, overtime, and minimum wages for all hours worked (including and not limited to, arising from off-the-clock work (e.g., for alleged time spent in or on prior to clocking in and after clocking out, including and not limited to, COVID-19 screenings and/or donning and doffing), reporting time, rounding, and incorrect regular rate calculations), failing to provide a day of rest, failing to provide compliant meal period and rest periods and associated premium pay, failing to timely pay wages and associated waiting time penalties, failing to provide compliant wage statements, failing to keep requisite payroll records and produce personnel records, and failing to reimburse business expenses. As a result, they allege, Defendants also engaged in unfair business practices in violation of California Business and Professions Code section 17200 et seq. and conduct giving rise to civil penalties recoverable under California Labor Code section 2698, et seq. (“PAGA”).

Defendants deny that they have done anything wrong. Defendants further deny that they owe Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the Parties.

The Class Representatives and their counsel— Lawyers *for* Justice, PC, and Diversity Law Group, P.C. (collectively, “Class Counsel”)— support the Settlement. While Plaintiffs and Class Counsel believe that the claims alleged in this Action have merit, they also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Plaintiffs and Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members.

If you are still employed by Defendant(s), your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

(4) Who are the Attorneys?

Attorneys for the Plaintiffs / Settlement Class Members: LAWYERS for JUSTICE, PC Edwin Aiwarzian edwin@calljustice.com Arby Aiwarzian arby@calljustice.com Joanna Ghosh joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Tel: (818) 265-1020 Fax: (818) 265-1021 DIVERSITY LAW GROUP, P.C. Larry W. Lee lwlee@diversitylaw.com Simon L Yang sly@diversitylaw.com 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Tel: (213) 488-6555 Fax: (213) 488-6554	Attorneys for Defendants City of Hope, City of Hope National Medical Center, and City of Hope Medical Foundation: GBG LLP Elizabeth (Lisa) A. Brown lisabrown@gbgllp.com 633 West 5th Street, Suite 3330 Los Angeles, California 90071 Tel: (213) 358-2810 Fax: (213) 995-6382
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(5) What are the terms of the Settlement?

On June 21, 2022, the Court preliminarily certified the Settlement Class comprised of the Settlement Class Members, for settlement purposes only. The precise definition of the class approved for settlement can be found above and in the Settlement Agreement. Settlement Class Members who do not opt out of the Class Settlement pursuant to the procedures set forth in this Notice will be bound by the Class Settlement and will release their claims against Defendants as described below. PAGA Aggrieved Employees will be bound by the PAGA Settlement with respect to the PAGA claims regardless of whether they opt out of the Class Settlement.

Defendants have agreed to pay \$5,500,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class Members and PAGA Aggrieved Employees, Settlement Administration Costs, Attorneys’ Fees and Costs, Class Representative Service Awards, and payment to the Labor Workforce Development Agency (“LWDA”).

The following deductions from the Gross Settlement Amount will be requested by the Parties and are subject to comment or objection by Participating Settlement Class Members. The Court will fix these amounts at the Final Approval Hearing:

Settlement Administration Costs. The Court has approved Simpluris, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$37,500 from the Gross Settlement Amount to pay the Settlement administration costs (“Settlement Administration Costs”).

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Action on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is estimated to be \$1,925,000, as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action through Settlement finalization, and reimbursement of up to \$85,000 for verified costs Class Counsel incurred in connection with the Action (collectively, “Attorneys’ Fees and Costs”).

Class Representative Service Awards. Class Counsel will ask the Court to award each Plaintiff a service award in the amount of \$15,000 for a total of \$30,000 to compensate them for their services and extra work provided on behalf of the Settlement Class Members (“Class Representative Service Awards”).

PAGA Penalties. Class Counsel will ask the Court to approve a payment in the total amount of \$400,000 as and for alleged civil penalties, payable pursuant to PAGA (“PAGA Penalties”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) will be payable to the LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%), or One Hundred Thousand Dollars and Zero Cents (\$100,000.00), will be payable to PAGA Aggrieved Employees as the “Employee PAGA Amount,” as described below.

Calculation of Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below).

The NSA will be divided as follows: each Settlement Class Member who does not submit a valid and timely Request for Exclusion (“Participating Settlement Class Members”) shall receive a *pro rata* share of the Net Settlement Amount based upon the number pay periods in which they were employed by Defendant(s) in the State of California during the Class Settlement Period, but excluding pay periods covered by the *Seper* Settlement (“Pay Periods”), the numerator of which is the Participating Settlement Class Member’s individual number of Pay Periods during the Class Settlement Period, and the denominator of which is the total number of Pay Periods for all Participating Settlement Class Members who worked during the Class Settlement Period. Each Individual Settlement Payment will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments.

Calculation of Individual PAGA Payments. In addition, the Aggrieved Employee PAGA Amount will be allocated as follows. Each PAGA Aggrieved Employee shall receive a *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”) proportionate to the number of Pay Periods worked during the PAGA Settlement Period, the numerator of which is the PAGA Aggrieved Employee’s individual number of Pay Periods during the PAGA Settlement Period and the denominator of which is the total number of Pay Periods for all PAGA Aggrieved Employee during the PAGA Settlement Period.

Payments to Participating Settlement Class Members and PAGA Aggrieved Employees. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Participating Settlement Class Members, and Individual PAGA Payments will be mailed to all PAGA Aggrieved Employees, regardless of whether they submit a Request for Exclusion.

Payment by Defendants of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants as follows: The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) the last date on which any appeal might be filed (i.e., no later than 60 calendar days following entry of judgment) or (2) the successful resolution of any appeal(s), including expiration of any time to seek reconsideration or further review).

Allocation and Taxes. For tax purposes, each Individual Settlement Payment shall be allocated as follows: seventy-five percent (75%) as penalties, interest and non-wage damages; and twenty-five percent (25%) as wages. The Settlement Administrator will be responsible for issuing IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties, interest, and non-wage damages to Participating Settlement Class Members, as applicable. Notwithstanding the treatment of the payments to each Participating Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion of the Individual Settlement Payment, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. All Individual PAGA Payments will be allocated as One Hundred Percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). Defendants will pay employer payroll taxes and contributions with respect to the wage portion of Individual Settlement Payments separately and in addition to the Gross Settlement Amount.

Release. If the Court approves the Settlement, Plaintiffs, Participating Settlement Class Members, and PAGA Aggrieved Employees will fully release and discharge Defendants, and all of their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, contractors, insurers, trustees, fiduciaries, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, benefit and pension plans, and attorneys (collectively the “Released Parties”), as follows:

Release of Class Claims: All Participating Settlement Class Members will fully release and discharge Released Parties, of all causes of actions, claims, demands, rights, charges, complaints, damages, penalties, liquidated damages, expenses, attorneys’ fees and costs, interest, obligations and liabilities of any and every kind alleged in the Second Amended Complaint or which could have been pled based on the factual allegations in the Second Amended Complaint arising between July 23, 2016 and the date of the entry of the order granting preliminary approval of the Settlement, including without limitation claims under the Industrial Welfare Commission Wage Orders and California Labor Code sections, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 432, 510, 512, 551, 552, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and Industrial Welfare Commission Wage Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to calculate regular rate of pay correctly, wages for alleged off the clock work (e.g., for alleged time spent in or on work activities prior to clocking in and after clocking out, including and not limited to, COVID-19 screenings and/or donning and doffing), wages unpaid due to rounding of time, and reporting time pay); failure to provide a day of rest; failure to provide compliant meal periods and/or to pay meal period premiums; failure to provide compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the correct rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll records; failure to provide and/or allow inspection and copying of personnel, payroll and/or wage records; failure to reimburse business expenses; and all claims for unfair business practices under the California Business & Professions Code that could have been premised on the facts, claims, causes of action or legal theories described above, as well as, for the Participating Settlement

Class Members who negotiate their Individual Settlement Payment check, claims arising out of the facts alleged in the Lawsuits that could have been brought under the Fair Labor Standards Act (“FLSA”) (“Class Released Claims”).

Release of PAGA Claims: Separate and apart from the Class Release specified above, all PAGA Aggrieved Employees and the State of California will fully release and discharge the Released Parties of all claims under the Private Attorneys General Act, California Labor Code section 2698 et seq. alleged in the Second Amended Complaint and the PAGA Notices or which could have been pled based on the factual allegations in the Second Amended Complaint and PAGA Notices, arising between May 28, 2019 and the date of entry of the order granting preliminary approval of the Settlement, including all claims for civil penalties under the PAGA, California Labor Code section 2698 et seq., under the Industrial Welfare Commission Wage Orders and California Labor Code sections, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and Industrial Welfare Commission Wage Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to calculate regular rate of pay correctly, wages for alleged off the clock work (e.g., for alleged time spent in or on work activities prior to clocking in and after clocking out, including and not limited to, COVID-19 screenings and/or donning and doffing), wages unpaid due to rounding of time, and reporting time pay); failure to provide compliant meal periods and/or to pay meal period premiums; failure to provide compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the correct rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep and to provide complete and accurate payroll records; failure to provide and/or allow inspection and copying of personnel, payroll and/or wage records; and failure to reimburse business expenses (“PAGA Released Claims”). PAGA Aggrieved Employees shall not have the right to opt out of the PAGA Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

Please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement payment(s), regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.

You must cash your Settlement check(s) by the void date stated on the check(s). If you do not cash your check by the void date, your check will be automatically cancelled and you will not receive any moneys from the Settlement although you will still be bound by the Settlement. Subject to Court approval, the money represented by your check will be irrevocably sent to California Rural Legal Assistance.

(6) What other options do I have?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of your pay periods (as explained above).

Pay Periods Dispute. Should you disagree with the number of Pay Periods and/or PAGA Settlement Pay Periods to which you have been credited, you may submit a written dispute letter (“Pay Periods Dispute”) to the Settlement Administrator. The Pay Periods Dispute must: (1) contain the case name and number of the Action (*Evelyn Martinez, et al. v. City of Hope, et al.*, Case No. CIVDS2015729); (2) contain your full name, address, signature, last four (4) digits of your Social Security number; (3) clearly state that you dispute the number of Pay Periods and/or PAGA Settlement Pay Periods credited to you and what you contend is the correct number(s) to be credited to you; (4) include any supporting documentation demonstrating that the number of Pay Periods and/or PAGA Settlement Pay Periods that you contend should be credited to you are correct; and (5) be returned by mail, to the Settlement Administrator at the specified address below, postmarked on or before September 19, 2022.

Martinez, et al. v. City of Hope, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (866) 221-3297
Fax: (714) 917-7455

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Class Settlement. If you **do not** wish to take part in the Class Settlement, you may exclude yourself by sending to the Settlement Administrator a valid and timely letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”). The Request for Exclusion must: (1) contain the case name and number of the Action (*Evelyn Martinez, et al. v. City of Hope, et al.*, Case No. CIVDS2015729); (2) contain your full name, address, signature, and the last four digits of your Social Security

number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address above, postmarked on or before September 19, 2022. Any Settlement Class Member who requests to be excluded from the Class Settlement will not be entitled to any Individual Settlement Payment and will not be bound by the terms of the Class Settlement or have any right to object, appeal or comment thereon.

Objecting to the Class Settlement. Settlement Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Settlement Class Members) may object to the Class Settlement by submitting a completed and timely written objection ("Notice of Objection") to the Settlement Administrator or by presenting an objection orally at the Final Approval Hearing. The Notice of Objection must: (1) contain the case name and number of the Action (*Evelyn Martinez, et al. v. City of Hope, et al.*, Case No. CIVDS2015729); (2) contain the full name, address, signature, and the last four (4) digits of the Social Security number of the objector; (3) contain the identification of any attorney that represents the objector with respect to the objection; (4) contain a written statement of all grounds for the objection; (5) attach copies of any papers, briefs, or other documents upon which the objection is based; and (6) be submitted by mail to the Settlement Administrator at the specified address above, postmarked on or before September 19, 2022.

If you choose to object to the Class Settlement, you may also appear at the Final Approval Hearing scheduled for December 5, 2022 at 10:00 a.m., in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before September 19, 2022. All objections or other correspondence must state the name and number of the case, which is: *Evelyn Martinez and Sandy Acosta, et al. v. City of Hope, et al.*, San Bernardino County Superior Court Case No. CIVDS2015729.

If you object to the Class Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Class Settlement in the same way as Settlement Class Members who do not object.

(7) What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on December 5, 2022 at 10:00 a.m., in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for Attorneys' Fees and Costs and the Class Representative Service Awards. The date, time and location of the Final Approval Hearing may be changed without further notice to you. If you are interested in attending or participating the Final Approval Hearing, you should confirm the date, time and location by contacting the Settlement Administrator. **You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through CourtCall (www.courtcall.com). A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>

(8) How can I get additional information?

This Notice, which has been approved by the Court, is only a summary. If you wish to obtain more detailed information, you should review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the records and other papers regarding the Settlement, are available on the Settlement Administrator's dedicated website for this case located at www.simpluris.com/case-information/. You may also contact Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

ADDRESS CHANGES

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at (866) 221-3297.