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5 Attorneys for Plaintiff
6 YEN THI PHAN, individually, and on
behalf of all others similarly situated
7

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12 Attorneys for Plaintiff
ROCHELL HERRERA,
13 individually, and on behalf of all other aggrieved employees

14 *[Additional counsel listed on following page]*
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF EL DORADO
18

19 YEN THI PHAN, an individual, on behalf of
herself and all others similarly situated, *et al.*

20 Plaintiffs,

21 vs.

22 MARSHALL MEDICAL CENTER, a
23 California corporation; and DOES 1 through
50, inclusive,

24 Defendants.
25
26
27
28

CASE NO.: PC 20190029

Consolidated Case No: PC 20190475

CLASS ACTION

[Assigned for all purposes to the Honorable
Dylan Sullivan, Dept. 10]

**AMENDMENT TO STIPULATION FOR
CLASS AND PAGA ACTION
SETTLEMENT**

Action Filed: January 16, 2019
Trial Date: None Set

1 GORDON REES SCULLY MANSUKHANI, LLP
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5 Attorneys for Defendants

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1 IT IS HEREBY STIPULATED, by and between Plaintiffs Yen Thi Phan, Tracie Racicot,
2 and Rochell Herrera ("Plaintiffs"), individually and on behalf of all others similarly situated, and
3 Defendant Marshall Medical Center ("Defendant") (collectively, the "Parties"), by and through
4 their counsel of record, that the foregoing modified the Parties' Stipulation for Class and PAGA
5 Action Settlement ("Settlement"), which is attached hereto as **Exhibit A**:

6 **AMENDMENT TO STIPULATION FOR CLASS AND PAGA ACTION SETTLEMENT**

7 1. Paragraph 26 of the Settlement shall be replaced in its entirety to read as follows:
8 "PAGA Period" means the period from July 6, 2018 through September 4, 2021.

9
10 **IT IS SO STIPULATED.**

11
12 DATED: December 20, 2021

MATERN LAW GROUP, PC

13 *Vanessa M. Rodriguez*

14 By:

15 MATTHEW J. MATERN
16 MATTHEW W. GORDON
17 VANESSA M. RODRIGUEZ
18 Attorneys for Plaintiffs
19 YEN THI PHAN and
20 TRACIE RACICOT, individually, and on
21 behalf of all others similarly situated

22
23 DATED: December 17, 2021

KELLER GROVER LLP

24 *EAGrover*

25 By:

26 ERIC A. GROVER
27 ROBERT W. SPENCER
28 Attorneys for Plaintiff
ROCHELL HERRERA, individually, and on behalf of all
other aggrieved employees

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DATED: December 17, 2021 GORDON REES SCULLY MANSUKHANI, LLP

By:  _____
LINDA M. MORONEY
JOAN C. WOODARD
Attorneys for Defendant

EXHIBIT A

MATERN LAW GROUP, PC
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and on behalf of all others similarly situated

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Attorneys for Plaintiff

ROCHELL HERRERA, individually, and on behalf of all
others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF EL DORADO

YEN THI PHAN, an individual, on behalf of
herself and all others similarly situated, and
TRACIE RACICOT, an individual, on
behalf of herself and all others similarly
situated; and ROCHELL HERRERA, an
individual, on behalf of herself and all others
similarly situated,

Plaintiffs,

vs.

MARSHALL MEDICAL CENTER, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. PC20190029

Consolidated Case No: PC20190475

[Assigned for all purposes to the
Honorable Dylan Sullivan, Dept. 9]

CLASS ACTION

**STIPULATION FOR CLASS AND PAGA
ACTION SETTLEMENT**

Action Filed: January 16, 2019
Trial Date: None

1 GORDON REES SCULLY MANSUKHANI, LLP
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8 Attorneys for Defendant
9 MARSHALL MEDICAL CENTER
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1 IT IS HEREBY STIPULATED, by and between Plaintiffs YEN THI PHAN, TRACIE
2 RACICOT and ROCHELL HERRERA (“Plaintiffs”), individually and on behalf of all others
3 similarly situated, on the one hand, and Defendant MARSHALL MEDICAL CENTER
4 (“Defendant”), on the other hand, and subject to the approval of the Court, that the Action is
5 hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation
6 and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the
7 Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which
8 by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the consolidated class and representative action entitled *Yen Thi*
11 *Phan et al. v. Marshall Medical Center, et al.*, in the Superior Court of California, County of El
12 Dorado, Case No. PC20190029 (“Action”). The consolidated action includes the action entitled
13 *Yen Thi Phan et al. v. Marshall Medical Center, et al.*, El Dorado County Superior Court Case
14 No. PC20190029 (“*Phan Action*”) and the action entitled *Rochell Herrera v. Marshall Medical*
15 *Center, et al.*, El Dorado County Superior Court Case No. PC20190475 (“*Herrera Action*”).

16 2. “Class Counsel” means Matern Law Group, PC, including Matthew J. Matern,
17 Matthew W. Gordon, and Vanessa M. Rodriguez, and Keller Grover LLP, including Eric A.
18 Grover and Robert W. Spencer.

19 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
20 litigation and resolution of the Action in an amount not to exceed 33 1/3% of the Maximum
21 Settlement Amount, and Class Counsel’s expenses and costs reasonably incurred in connection
22 with the Action in an amount estimated not to exceed \$40,000.00.

23 4. “Class Information” means information regarding Class Members that Defendant
24 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
25 secured manner to the Settlement Administrator and which the Settlement Administrator shall
26 agree in writing to maintain in a secure manner. Class Information shall be transmitted in
27 electronic form and shall include each Class Member’s: full name; last known address; Social
28 Security number; Qualified Workweeks; and Qualified PAGA Pay Periods.

1 5. “Class Members” means all persons employed as a non-exempt employee by
2 Defendant in the State of California at any time during the Class Period.

3 6. “Class Notice” means the Notice of Class Action and PAGA Settlement,
4 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
5 which the Settlement Administrator shall mail to each Class Member explaining the terms of
6 this Stipulation and the Settlement.

7 7. “Class Period” means the period from January 16, 2015 to September 4, 2021.

8 8. “Class Representative Service Awards” means the amounts that the Court
9 authorizes to be paid to each Plaintiff, in addition to each Plaintiff’s Individual Settlement
10 Payment and PAGA Payment, in recognition of each Plaintiffs’ efforts and risks in assisting
11 with the prosecution of the Action.

12 9. “Complaint” means the operative Consolidated Complaint on file in the Action.

13 10. “Court” means the Superior Court of California for the County of El Dorado.

14 11. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP, including
15 Linda M. Moroney and Joan C. Woodard.

16 12. “Defendant” means Defendant Marshall Medical Center.

17 13. “Effective Date” means the date when the Settlement is fully funded and
18 becomes final. The Settlement will become final upon the latter of the following: (a) if there are
19 no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if
20 there are objections to the Settlement, and if an appeal, review or writ is not sought from the
21 Judgment, the sixty-first (61st) day after the date upon which the Judgment is entered; or (c) if
22 an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or
23 other proceedings resulting from the appeal, review or writ have been finally terminated in such
24 a manner as to permit the Judgment to take effect in substantially the form described herein.

25 14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll
26 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
27 Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be paid
28 separately from and in addition to the Maximum Settlement Amount.

1 15. “Final Approval Hearing” means the hearing to be conducted by the Court after
2 the filing by Plaintiffs of an appropriate motion and following appropriate notice to Class
3 Members giving Class Members an opportunity to request exclusion from the Class and
4 Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court
5 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
6 Settlement, enter the Final Order and Judgment, and take other appropriate action.

7 16. “Final Order and Judgment” means the order and judgment to be entered by the
8 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
9 Parties and Participating Class Members.

10 17. “Individual Settlement Payment” means the amount payable from the Net
11 Settlement Amount to each Participating Class Member.

12 18. “Information Sheet” means the form that shall be prepared by the Settlement
13 Administrator and sent to each Class Member that sets forth the Qualified Workweeks, the
14 Qualified PAGA Pay Periods, the estimated Individual Settlement Payment for the Class
15 Member, and the estimated PAGA Payment for the Class Member, substantially in the form
16 attached as **Exhibit 2**.

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

18 20. “Maximum Settlement Amount” means Five Million Dollars and Zero Cents
19 (\$5,000,000.00). The Maximum Settlement Amount includes: all Individual Settlement
20 Payments to Participating Class Members, the Class Counsel Award, the Settlement
21 Administration Costs, the Class Representative Service Awards, and the PAGA Settlement
22 Amount. No portion of the Maximum Settlement Amount shall revert to Defendant. The
23 Employer’s Share of Payroll Taxes shall be paid separately from and in addition to the
24 Maximum Settlement Amount.

25 21. “Net Settlement Amount” means the Maximum Settlement Amount, less the
26 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
27 the Class Representative Service Awards.

28 22. “Notice Packet” means the packet of documents which shall be mailed to all

1 Class Members by the Settlement Administrator, including the Class Notice and the Information
2 Sheet.

3 23. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
4 California Labor Code §§ 2698, *et seq.*

5 24. "PAGA Group Members" means all hourly paid persons employed by Defendant
6 in the State of California at any time during the PAGA Period.

7 25. "PAGA Payment" means the amount payable from the PAGA Settlement
8 Amount to each PAGA Group Member.

9 26. "PAGA Period" means the period from July 6, 2018 through June 4, 2021.

10 27. "PAGA Settlement Amount" means the portion of the Maximum Settlement
11 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
12 Amount is One Hundred Fifty Thousand Dollars (\$150,000.00). One Hundred Twelve
13 Thousand Five Hundred Dollars (\$112,500.00) shall be paid by the Settlement Administrator
14 directly to the LWDA. The remaining Thirty-Seven Thousand Five Hundred Dollars
15 (\$37,500.00) shall be distributed to PAGA Group Members as their PAGA Payment.

16 28. "Participating Class Members" means Plaintiffs and all other Class Members
17 who do not submit a valid and timely request for exclusion.

18 29. "Parties" means Plaintiffs and Defendant.

19 30. "Plaintiff Phan" means Plaintiff Yen Thi Phan.

20 31. "Plaintiff Racicot" means Plaintiff Tracie Racicot.

21 32. "Plaintiff Herrera" means Plaintiff Rochell Herrera.

22 33. "Plaintiffs" means Yen Thi Phan, Tracie Racicot and Rochell Herrera.

23 34. "Preliminary Approval Order" means the order to be issued by the Court
24 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
25 setting the date of the Final Approval Hearing and granting preliminary approval of the
26 Settlement set forth in this Stipulation, among other things.

27 35. "Qualified Workweeks" means the total number of weeks that a Participating
28 Class Member actually performed work for Defendant, as a non-exempt employee during the

1 Class Period. Qualified Workweeks will be calculated to exclude workweeks in which a
2 Participating Class Member did not perform any work but earned compensation for non-work
3 time such as vacation time, sick time, disability leave, or other medical leave.

4 36. "Qualified PAGA Pay Periods" means the total number of pay periods during the
5 PAGA Period that PAGA Group Members actually performed work for Defendant in California
6 as an hourly paid employee. Qualified PAGA Pay Periods will be calculated to exclude pay
7 periods in which PAGA Group Members did not perform any work but earned compensation for
8 non-work time such as vacation time, sick time, disability leave, or other medical leave.

9 37. "Released Claims" with respect to the Participating Class Members (other than
10 Plaintiffs) means any and all claims, demands, rights, liabilities, and/or causes of action that
11 were pleaded or could have been pleaded based upon the factual allegations set forth in the
12 Complaint filed in the Action and arising at any time during the Class Period, including claims
13 for (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods;
14 (3) Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay
15 All Wages Due to Discharged and Quitting Employees; (6) Failure to Furnish Accurate Itemized
16 Wage Statements; (7) Failure to Maintain Required Records; (8) Failure to Indemnify
17 Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and
18 Unlawful Business Practices.

19 38. "Released Claims," with respect to Plaintiffs only, means any and all claims,
20 demands, rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to
21 or arising from Plaintiffs' employment with Defendant during the Class Period, including but
22 not limited to: any and all wage-and-hour claims arising under the laws of the State of
23 California, including, without limitation, statutory, constitutional, contractual, and/or common
24 law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
25 liquidated damages, and/or punitive damages (including, without limitation, claims under any
26 applicable Industrial Welfare Commission Wage Order, the California Private Attorneys
27 General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights
28 Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of

1 the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Employee Retirement
2 Income Security Act; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200
3 *et seq.*); the California Fair Employment and Housing Act; any state, civil, or statutory laws,
4 including any and all human rights laws and laws against discrimination; any other federal,
5 state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of
6 action. Plaintiffs expressly waive the protections of California Civil Code section 1542, which
7 reads as follows:

8 “A general release does not extend to claims that the creditor or releasing party does not
9 know or suspect to exist in his or her favor at the time of executing the release and that,
10 if known by him or her, would have materially affected his or her settlement with the
11 debtor or released party.”

12 39. “Released PAGA Claims” means all claims for civil penalties that could have
13 been sought by the Labor Commissioner for the violations identified in Plaintiffs’ letters to the
14 LWDA.

15 40. “Released Parties” means Defendant and its respective present or former parent
16 companies, subsidiaries and affiliates, and officers, directors, employees, partners, shareholders,
17 attorneys and agents, and any other successors, assigns, or legal representatives.

18 41. “Response Deadline” means the date sixty (60) days after the Settlement
19 Administrator mails the Notice Packets to Class Members and the last date on which Class
20 Members may submit a request for exclusion or objection to the Settlement.

21 42. “Settlement” means the final and complete disposition of the Action pursuant to
22 this Stipulation.

23 43. “Settlement Administration Costs” means the reasonable costs and fees of
24 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
25 Settlement Amount, not to exceed Thirty Five Thousand Dollars (\$35,000.00), including, but
26 not limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-
27 mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to
28 Participating Class Members and government entities all appropriate tax filings and forms; (iv)

1 computing the amount of and distributing Individual Settlement Payments, the PAGA
2 Settlement Amount, Class Representative Service Awards and Class Counsel Award; (v)
3 processing and validating requests for exclusion and objections; (vi) establishing a Qualified
4 Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the
5 appropriate government agencies all employer and employee payroll tax obligations arising
6 from the Settlement and preparing and submitting filings required by law in connection with the
7 payments required by the Settlement; (viii) providing weekly updates to Class Counsel and
8 Defense Counsel regarding the administration of the Settlement; and (ix) posting the Judgment
9 on the Settlement Administrator's website.

10 44. "Settlement Administrator" means ILYM Group, Inc.

11 45. "Total Qualified Workweeks" means the total number of Qualified Workweeks
12 worked by all Participating Class Members for Defendant during the Class Period.

13 46. "Total Qualified PAGA Pay Periods" means the total number of Qualified PAGA
14 Pay Periods worked by all PAGA Group Members for Defendant during the PAGA Period.

15 **RECITALS**

16 47. Procedural History. On January 16, 2019, Plaintiff Phan filed a putative class
17 action complaint in El Dorado County Superior Court, entitled *Yen Thi Phan v. Marshall*
18 *Medical Center, et al.*, Case No. PC20190029. Plaintiff Phan's complaint alleged nine causes of
19 action for: failure to provide required meal periods, failure to provide required rest periods,
20 failure to pay overtime wages, failure to pay minimum wages, failure to pay all wages due to
21 discharged and quitting employees, failure to furnish accurate itemized wage statements, failure
22 to maintain required records, failure to indemnify employees for necessary expenditures
23 incurred in discharge of duties, and unfair and unlawful business practices.

24 48. On September 9, 2019, Plaintiff Herrera filed a representative action complaint in
25 El Dorado County Superior Court, entitled *Rochell Herrera v. Marshall Medical Center, et al.*,
26 Case No. PC20190475. Plaintiff Herrera's complaint sought penalties pursuant to PAGA for
27 Defendant's failure to pay overtime and minimum wages, failure to provide meal periods,
28 failure to authorize and permit rest periods, failure to provide accurate itemized wage

statements, and failure to pay all wages due to discharged and quitting employees.

49. Pursuant to Labor Code § 2699.3, on July 10, 2020, Plaintiff Racicot provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code and applicable IWC Wage Order Plaintiff Racicot alleges Defendant violated.

50. On September 2, 2020, Plaintiff Phan, Plaintiff Herrera, and Defendant participated in a private mediation with Employment Mediator Jeffrey Ross, Esq. but were unable to reach a settlement. Thereafter, the Parties continued to engage in extensive settlement discussions with the assistance of Mediator Ross.

51. On February 5, 2021, Plaintiff Phan filed a Motion for Leave to File First Amended Complaint to add Tracie Racicot as an additional plaintiff and to include a cause of action for civil penalties under PAGA. On March 19, 2021, the Court granted Plaintiff Phan's motion and Plaintiffs filed their First Amended Complaint.

52. On May 10, 2021, Plaintiffs filed a consolidated complaint.

53. On June 4, 2021, the Parties accepted a mediator's proposal made by Mediator Ross, subject to entering into a more comprehensive long-form settlement agreement.

54. Benefits of Settlement to Plaintiffs and Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs' disputes in the Action through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable, and is in the best interests of all Class Members.

55. Defendant's Reasons for Settlement. Defendant has concluded that any further

1 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
2 Defendant's time, energy, and resources have been, and unless this Settlement is completed,
3 shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendant has
4 also taken into account the risks of further litigation in reaching their decision to enter into this
5 Settlement. Even though Defendant continues to contend that it is not liable for any of the
6 claims alleged by Plaintiffs in the Action, Defendant has agreed, nonetheless, to settle in the
7 manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in
8 the Action. Defendant has asserted and continue to assert that the claims alleged by Plaintiffs
9 have no merit and do not give rise to any liability, damages, restitution, penalties or other
10 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this
11 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,
12 shall be construed or used as an admission by or against Defendant as to the merits or lack
13 thereof of the claims asserted in the Action. Defendant contends that it has complied with all
14 applicable state, federal and local laws.

15 **TERMS OF SETTLEMENT**

16 NOW THEREFORE, in consideration of the mutual covenants, promises, and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 56. **Binding Settlement.** This Settlement shall bind the Parties, all Participating Class
19 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and
20 the occurrence of the Effective Date.

21 57. **Tax Liability.** The Parties make no representations as to the tax treatment or
22 legal effect of the payments specified herein, and Class Members are not relying on any
23 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
24 Participating Class Members understand and agree that they shall be responsible for the
25 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
26 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
27 resulting from treatment of such payments as non-taxable, including the treatment of such
28 payments as not subject to withholding or deduction for payroll and employment taxes.

1 58. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
2 provision of this Stipulation, and no written communication or disclosure between or among the
3 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall
4 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
5 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
6 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
7 independent legal and tax counsel for advice (including tax advice) in connection with this
8 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any
9 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
10 communication or disclosure by any attorney or advisor to any other party to avoid any tax
11 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
12 other party has imposed any limitation that protects the confidentiality of any such attorney's or
13 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
14 by the acknowledging party of the tax treatment or tax structure of any transaction, including
15 any transaction contemplated by this Stipulation.

16 59. Preliminary Approval of Settlement. After this Stipulation is fully executed,
17 Plaintiffs shall move the Court to enter the Preliminary Approval Order, thereby conditionally
18 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
19 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
20 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
21 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
22 the conditional certification of the Class is for settlement purposes only and is in no way an
23 admission by Defendant in the Action or in any other proceeding that class certification is
24 proper.

25 60. Release by Plaintiffs and Other Participating Class Members: Upon the
26 Settlement Administrator's receipt of the total Maximum Settlement Amount, Plaintiffs and all
27 other Participating Class Members shall be deemed to have released their respective Released
28 Claims against the Released Parties.

1 “Released Parties” means Defendant and its respective present or former parent
2 companies, subsidiaries and affiliates, and officers, directors, employees, partners, shareholders,
3 attorneys and agents, and any other successors, assigns, or legal representatives.

4 “Released Claims” with respect to the Participating Class Members (other than
5 Plaintiffs) means any and all claims, demands, rights, liabilities, and/or causes of action that
6 were pleaded or could have been pleaded based upon the factual allegations set forth in the
7 Complaint filed in the Action and arising at any time during the Class Period, including claims
8 for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods;
9 (3) Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay
10 All Wages Due to Discharged and Quitting Employees; (6) Failure to Furnish Accurate Itemized
11 Wage Statements; (7) Failure to Maintain Required Records; (8) Failure to Indemnify
12 Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and
13 Unlawful Business Practices; and (10) Civil Penalties under PAGA.

14 “Released Claims,” with respect to Plaintiffs only, means any and all claims, demands,
15 rights, liabilities, and/or causes of action, of any form whatsoever, claims relating to or arising
16 from Plaintiffs’ employment with Defendant during the Class Period, including but not limited
17 to: any and all wage-and-hour claims arising under the laws of the State of California, including,
18 without limitation, statutory, constitutional, contractual, and/or common law claims for wages,
19 damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages,
20 and/or punitive damages (including, without limitation, claims under any applicable Industrial
21 Welfare Commission Wage Order, the California Private Attorneys General Act, or any other
22 provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. §
23 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of
24 1973; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the
25 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
26 Employment and Housing Act; any state, civil, or statutory laws, including any and all human
27 rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or
28 ordinances; any common law, contract law, or tort law cause of action. Plaintiffs expressly

1 waive the protections of California Civil Code section 1542, which reads as follows:

2 “A general release does not extend to claims that the creditor or releasing party does not
3 know or suspect to exist in his or her favor at the time of executing the release and that,
4 if known by him or her, would have materially affected his or her settlement with the
5 debtor or released party.”

6 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
7 complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
8 that this Settlement is intended to include in its effect, without limitation, all Released Claims
9 which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof,
10 and that the Settlement contemplates the extinguishment of all such Released Claims.

11 61. Release of PAGA Claims. Upon the Settlement Administrator’s receipt of the
12 total Maximum Settlement Amount, from Defendant, Plaintiffs and the State of California shall
13 be deemed to have released their respective Released PAGA Claims against the Released
14 Parties.

15 62. Settlement Administration.

16 a. Within fifteen (15) days of entry of the Preliminary Approval Order,
17 Defendant shall provide the Settlement Administrator with the Class Information for purposes
18 of mailing the Notice Packets to Class Members.

19 i. Notice by First Class U.S. Mail. Upon receipt of the Class
20 Information, the Settlement Administrator shall perform a search based on the National Change
21 of Address Database maintained by the United States Postal Service to update and correct any
22 known or identifiable address changes. Within fifteen (15) days after receiving the Class
23 Information from Defendant as provided herein, the Settlement Administrator shall mail copies
24 of the Notice Packet, in English and Spanish, to all Class Members via regular First Class U.S.
25 Mail. The Settlement Administrator shall exercise its best judgment to determine the current
26 mailing address for each Class Member. The address identified by the Settlement Administrator
27 as the current mailing address shall be presumed to be the most current mailing address for each
28 Class Member. The Parties agree that this procedure for notice provides the best practical

1 notice to Class Members and fully complies with due process.

2 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
3 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
4 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
5 Settlement Administrator shall promptly attempt to determine a correct address by the use of
6 skip-tracing, or other type of automated search, using the name, address and/or Social Security
7 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
8 whose Notice Packet was returned as non-delivered, assuming another mailing address is
9 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
10 Packet shall have their Response Deadline extended by fifteen (15) days from the date the
11 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to
12 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
13 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
14 remain a Participating Class Member and shall be bound by all terms of the Settlement and the
15 Final Order and Judgment.

16 iii. Determination of Individual Settlement Payments. The
17 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
18 Settlement Payment under the terms of this Stipulation. If a Participating Class Member
19 disputes any aspect of his or her Individual Settlement Payment or number of Qualified
20 Workweeks, that Participating Class Member may submit supporting evidence to the Settlement
21 Administrator as explained in the Information Sheet. Defendant's records regarding the number
22 of Qualified Workweeks will be presumed correct, unless the Participating Class Member
23 provides documentation to the Settlement Administrator that establishes otherwise. The
24 Settlement Administrator will evaluate the evidence submitted by the Participating Class
25 Member and will make the final decision as to the number of Qualified Workweeks that should
26 be applied and the Individual Settlement Payment to which the Participating Class Member may
27 be entitled. The Settlement Administrator's determination of the eligibility for and amount of
28 each Individual Settlement Payment shall be binding upon the Class Member and the Parties,

1 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
2 or gross negligence, Defendant's records shall be given the presumption of accuracy. If the
3 Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate
4 decision with respect to the Participating Class Member's number of Qualified Workweeks and
5 Individual Settlement Payment.

6 iv. Determination of PAGA Payments. The Settlement Administrator
7 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
8 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
9 number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting
10 evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement
11 Administrator will evaluate the evidence submitted by the PAGA Group Member and will make
12 the final decision as to the number of Qualified PAGA Pay Periods that should be applied
13 and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement
14 Administrator's determination of the eligibility for and amount of each PAGA Payment shall be
15 binding upon the PAGA Group Members and the Parties, yet subject to review by Class
16 Counsel, Defense Counsel, and the Court. In the absence of fraud or gross negligence,
17 Defendant's records shall be given the presumption of accuracy. If the Settlement
18 Administrator is unable to resolve the dispute, the Court may make an ultimate decision with
19 respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA
20 Payment.

21 v. Disputes Regarding Administration of Settlement. Any dispute
22 not resolved by the Settlement Administrator concerning the administration of the Settlement
23 shall be resolved by the Court.

24 b. Exclusions. The Class Notice shall explain that Class Members who wish
25 to exclude themselves from the Class and Settlement must submit a request for exclusion to the
26 Settlement Administrator by the Response Deadline. The request for exclusion: (1) must
27 contain the name and address of the person requesting exclusion; (2) must be signed by the
28 Class Member; and (3) must be postmarked by the Response Deadline and returned to the

1 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense
2 Counsel and the Court, the date of the postmark on the return mailing envelope on the request
3 for exclusion shall be the exclusive means used by the Settlement Administrator to determine
4 whether a Class Member has timely requested exclusion from the Settlement. Any Class
5 Member who timely and properly requests to be excluded from the Settlement shall not be
6 entitled to any benefits under the Settlement and shall not be bound by the terms of the
7 Settlement, nor shall the Class Member have any right to object to the Settlement or appeal from
8 the entry of the Final Order and Judgment. Unless otherwise ordered by the Court, Class
9 Members who do not submit a valid and timely request for exclusion on or before the Response
10 Deadline shall be bound by all terms of the Settlement and the Final Order and Judgment
11 entered in this Action if the Settlement is finally approved by the Court. No later than ten (10)
12 days after the Response Deadline, the Settlement Administrator shall provide counsel for the
13 Parties with a complete list of all Class Members who submitted a timely and valid request for
14 exclusion. A Class Member who is also a PAGA Group Member and requests exclusion from
15 the Settlement will still be entitled to a PAGA Payment.

16 c. Objections. The Class Notice shall state that Class Members who wish to
17 object to the Settlement shall submit to the Settlement Administrator a written brief or statement
18 of objection (“Notice of Objection”) by the Response Deadline. The Notice of Objection must
19 (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the
20 grounds for the objection; and (4) must be postmarked by the Response Deadline and returned
21 to the Settlement Administrator at the specified address. Class Counsel shall ensure that any
22 written objection submitted to the Settlement Administration will be filed concurrently with the
23 final approval papers. Class Members may also appear at the Final Approval Hearing to object
24 to the Settlement, whether or not they have objected in writing or notified the Parties that they
25 intend to appear. If a Class Member does not submit a written objection or appear in person to
26 object, either personally or through counsel, such objection shall be deemed waived, unless
27 otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense
28 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a

1 Notice of Objection or appeal from the Final Order and Judgment.

2 d. Monitoring and Reviewing Settlement Administration. The Parties have
3 the right to monitor and review the administration of the Settlement to verify that the monies
4 allocated under the Settlement are distributed in a correct amount, as provided for in this
5 Stipulation.

6 e. Best Efforts. The Parties agree to use their best efforts to carry out the
7 terms of this Settlement.

8 f. Defendant Nullification of Settlement. In the event that more than five
9 percent (5%) of the Class Members submit a timely and valid request for exclusion, Defendant
10 will have the right to nullify and void this Settlement. Defendant must notify Class Counsel of
11 its intention to terminate the Settlement in writing by certified mail to Plaintiffs' counsel at
12 Matern Law Group, PC located at 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA
13 90266.

14 63. Funding and Allocation of Maximum Settlement Amount. Class Members shall
15 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
16 no portion of the Maximum Settlement Amount shall revert to Defendant. The Maximum
17 Settlement Amount shall be paid by Defendant to the Settlement Administrator within 30 days
18 after the Settlement becomes final, as explained in Paragraph 13. Defendant shall provide the
19 Maximum Settlement Amount to the Settlement Administrator in any feasible manner,
20 including, but not limited to, by way of a wire transfer. In no event shall there be any
21 distribution from the Maximum Settlement Amount until after the Settlement becomes final and
22 all conditions precedent specified in this Stipulation have been completely satisfied. If this
23 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or
24 fails to become effective for any reason, then no Maximum Settlement Amount shall be paid.

25 a. Individual Settlement Payments. Individual Settlement Payments shall be
26 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid
27 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
28 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's

1 last known mailing address within 15 days after the Settlement Administrator is provided with
2 the total Maximum Settlement Amount. Individual Settlement Payments shall be allocated as
3 follows: 10% as wages subject to all applicable tax withholdings and 90% as non-wage penalties
4 and interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an
5 IRS Form W-2 to each Participating Class Member for the portion of the Individual Settlement
6 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
7 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion
8 of the Individual Settlement Payment allocated as non-wage penalties and interest and not
9 subject to payroll tax withholdings.

10 i. Each Participating Class Member's Individual Settlement
11 Payment shall be calculated solely by the Settlement Administrator according to the following
12 formula: Defendant shall provide the Settlement Administrator with the Total Qualified
13 Workweeks; the Settlement Administrator shall then (1) divide the Net Settlement Amount by
14 the Total Qualified Workweeks and then (2) multiply each Participating Class Member's
15 number of Qualified Workweeks by the result in (1) to obtain the amount of each Participating
16 Class Member's Individual Settlement Payment. The Individual Settlement Payment will be
17 reduced by any required legal deductions for each Participating Class Member.

18 ii. Individual Settlement Payments shall be made by check and shall
19 be made payable to each Participating Class Member as set forth in this Stipulation.

20 iii. The back of each check issued to Participating Class Members
21 shall state as follows: "My signature hereon constitutes my declaration, under penalty of
22 perjury, that I am the individual to whom this check was made payable and serves as my full
23 and complete release of all 'Released Claims' as described more fully in the Stipulation of Class
24 Action and PAGA Settlement."

25 iv. If an Individual Settlement Payment check remains uncashed after
26 One Hundred Eighty (180) days from issuance, the Settlement Administrator shall void the
27 check and the funds from the voided check shall be distributed by the Settlement Administrator
28 to the California State Controller's Office Unclaimed Property Fund in the name of the

1 Participating Class Member. In such event, the Participating Class Member shall nevertheless
2 remain bound by the Settlement.

3 b. PAGA Payments. PAGA Payments shall be paid by the Settlement
4 Administrator from the Maximum Settlement Amount. One Hundred Twelve Thousand Five
5 Hundred Dollars (\$112,500.00) shall be paid by the Settlement Administrator directly to the
6 LWDA within fourteen (14) days after Defendant provides the Settlement Administrator with
7 the total Maximum Settlement Amount. PAGA Group Members' PAGA Payments shall be
8 paid by the Settlement Administrator pursuant to the formula set forth herein. PAGA Payments
9 shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each PAGA
10 Group Member's last known mailing address within fourteen (14) days after Defendant provides
11 the Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments
12 shall be allocated as non-wage penalties not subject to payroll tax withholdings.

13 i. Each PAGA Group Member's PAGA Payment shall be calculated
14 solely by the Settlement Administrator according to the following formula: Defendant shall
15 provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the
16 Settlement Administrator shall then (1) divide Thirty Seven Thousand Five Hundred Dollars
17 (\$37,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA
18 Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the
19 amount of each PAGA Group Member's PAGA Payment.

20 ii. PAGA Payments shall be made by check and shall be made
21 payable to each PAGA Group Member as set forth in this Stipulation.

22 iii. If a PAGA Group Member's PAGA Payment check remains
23 uncashed after One Hundred Eighty (180) days from the date of mailing, the Settlement
24 Administrator shall void the check and the funds from the voided check shall be distributed by
25 the Settlement Administrator to the LWDA. In such event, the PAGA Group Member who did
26 not cash his or her PAGA Payment check within One Hundred Eighty (180) days from the date
27 of mailing shall nevertheless remain bound by the Settlement as set forth in this Stipulation.

28 iv. Individual Settlement Payments and PAGA Payments shall be

1 issued to Participating Class Members in one check.

2 c. Individual Settlement Payments Do Not Trigger Employment
3 Relationship or Additional Benefits. All monies received by Participating Class Members under
4 the Settlement which are attributable to wages shall constitute income to such Participating
5 Class Members solely in the year in which such monies actually are received by the
6 Participating Class Members. It is expressly understood and agreed that the receipt of
7 Individual Settlement Payments shall not entitle any Participating Class Member to additional
8 compensation or benefits under any collective bargaining agreement or under any bonus, contest
9 or other compensation or benefit plan or agreement in place during the period covered by the
10 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
11 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
12 Settlement Payments provided for in this Stipulation are the sole payments to be made by
13 Defendant to Participating Class Members in connection with this Settlement, with the
14 exception of Plaintiffs and PAGA Group Members, and that the Participating Class Members
15 are not entitled to any new or additional compensation or benefits as a result of having received
16 the Individual Settlement Payments (notwithstanding any contrary language or agreement in any
17 collective bargaining agreement or in any benefit or compensation plan document that might
18 have been in effect during the period covered by this Settlement).

19 d. Class Representative Service Awards. Subject to Court approval, each
20 Plaintiff shall be paid a Class Representative Service Award not to exceed Seven Thousand Five
21 Hundred Dollars (\$7,500.00), for a total of Twenty-Two Thousand Five Hundred Dollars
22 (\$22,500.00), or any lesser amounts as awarded by the Court, for their time and effort in
23 bringing and prosecuting the Action and for releasing their Released Claims. Defendant agrees
24 not to oppose or object to this request if it complies with the terms of this Stipulation. The Class
25 Representative Service Awards shall be paid to Plaintiffs from the Maximum Settlement
26 Amount no later than fifteen (15) days after the Settlement Administrator receives the total
27 Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to
28 each Plaintiff for their respective Class Representative Service Award. Plaintiffs shall be solely

1 and legally responsible to pay any and all applicable taxes on their respective Class
2 Representative Service Award and shall hold harmless Defendant, Class Counsel, and Defense
3 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment
4 of the Class Representative Service Award. The Class Representative Service Awards shall be
5 made in addition to Plaintiffs' Individual Settlement Payments and PAGA Payments. Any
6 amount requested by Plaintiffs for the Class Representative Service Awards and not awarded by
7 the Court shall become part of the Net Settlement Amount and shall be distributed to
8 Participating Class Members as part of their Individual Settlement Payments.

9 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
10 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of
11 the Maximum Settlement Amount, which amounts to One Million Six Hundred Sixty-Six
12 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666,666.67). In addition,
13 subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
14 associated with Class Counsel's prosecution of the Action in an amount estimated not to exceed
15 Forty Thousand Dollars (\$40,000.00). Class Counsel shall provide the Settlement
16 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
17 Administrator to process the Class Counsel Award approved by the Court. Defendant shall not
18 oppose or object to Class Counsel's request for a Class Counsel Award that complies with the
19 terms of this Stipulation. In the event the Court awards Class Counsel less than One Million Six
20 Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
21 (\$1,666,666.67) in attorneys' fees and/or less than their actual costs (estimated not to exceed
22 Forty Thousand Dollars (\$40,000.00)), the difference shall become part of the Net Settlement
23 Amount and shall be distributed to Participating Class Members as part of their Individual
24 Settlement Payments. Class Counsel shall be paid any Court-approved attorneys' fees and costs
25 no later than fifteen (15) days after the Settlement Administrator receives the total Maximum
26 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable
27 taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099
28 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned upon the

1 Court awarding Class Counsel any particular amount of attorneys' fees or costs.

2 f. Settlement Administration Costs. The Settlement Administrator shall be
3 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are
4 estimated not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Any portion of the
5 estimated or designated Settlement Administration Costs that are not in fact required to fulfill
6 the total settlement administration costs shall become part of the Net Settlement Amount. Prior
7 to Plaintiffs filing a motion for final approval of this Settlement, the Settlement Administrator
8 shall provide the Parties with a statement detailing the Settlement Administration Costs to date.
9 The Parties agree to cooperate in the settlement administration process and to make all
10 reasonable efforts to control and minimize Settlement Administration Costs.

11 i. The Parties each represent they do not have any financial interest
12 in the Settlement Administrator or otherwise have a relationship with the Settlement
13 Administrator that could create a conflict of interest.

14 ii. The Settlement Administrator shall keep the Parties timely
15 apprised of the performance of all Settlement Administrator responsibilities required by the
16 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
17 Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum
18 Settlement Amount shall be placed and from which payments required by the Settlement shall
19 be made.

20 iii. The Settlement Administrator shall be entitled to withdraw from
21 the QSF its Settlement Administration Costs no earlier than fifteen (15) days after it receives the
22 total Maximum Settlement Amount.

23 64. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

24 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
25 determine whether to grant final approval of the Settlement, including determining the amounts
26 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service
27 Awards; and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the
28 Settlement Administrator shall provide a written report or declaration to the Parties describing

1 the process and results of the administration of the Settlement to date, which report or
2 declaration shall be filed by the Plaintiffs with the Court prior to the Final Approval Hearing. If
3 the Court grants final approval of the Settlement, the Settlement Administrator shall post notice
4 of final judgment on its website within ten (10) calendar days of entry of the Final Order and
5 Judgment.

6 65. Nullification of Settlement. In the event: (i) the Court does not enter the
7 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
8 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final
9 for any other reason, this Stipulation shall be rendered null and void, any order or judgment
10 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning
11 and this Stipulation and any documents related to it shall not be used by any Class Member or
12 Class Counsel to support any claim or request for class certification in the Action, and shall not
13 be used in any other civil, criminal or administrative action against Defendant or any of the
14 other Released Parties. Any Settlement Administration Costs already incurred by the Settlement
15 Administrator shall be paid to the Settlement Administrator by the Parties. In the event an
16 appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
17 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
18 other appellate review. Any fees incurred by the Settlement Administrator prior to it being
19 notified of the filing of an appeal from the Court's Final Order and Judgment, or any other
20 appellate review, shall be paid by the Parties to the Settlement Administrator. In the event that
21 Defendant elects to nullify and void the Settlement, Defendant shall be solely responsible for
22 any fees incurred by the Settlement Administrator.

23 66. No Admission by Defendant. Defendant denies all claims alleged in the Action
24 and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
25 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
26 shall be used against Defendant as an admission or indication with respect to any claim of any
27 fault, concession, or omission by Defendant or that class certification is proper under the
28 standard applied to contested certification motions. The Parties stipulate and agree to the

1 certification of the proposed class for settlement purposes only. As part of this Settlement,
2 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
3 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
4 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
5 class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member,
6 other than according to the terms of this Stipulation.

7 67. Exhibits and Headings. The terms of this Stipulation include the terms set forth
8 in any attached Exhibits, which are incorporated by this reference as though fully set forth
9 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive
10 headings of any paragraphs or sections of this Stipulation are inserted for convenience of
11 reference only.

12 68. Interim Stay of Action. The Parties agree to stay and to request that the Court
13 stay all proceedings in the Action, except such proceedings necessary to implement and
14 complete the Settlement and enter the Final Order and Judgment. In the event that the
15 Settlement does not become final and/or the Effective Date does not occur for any reason, the
16 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
17 on June 4, 2021 to the date on which the interim stay of proceedings is lifted shall not be
18 included in computing the five-year period specified in Code of Civil Procedure § 583.310 for
19 the Action.

20 69. Amendment or Modification. This Stipulation may be amended or modified only
21 by a written instrument signed by counsel for all Parties or their successors-in-interest.

22 70. Entire Agreement. This Stipulation and any attached Exhibits constitute the
23 entire agreement between the Parties, and no oral or written representations, warranties, or
24 inducements have been made to Plaintiffs or Defendant concerning this Stipulation or its
25 Exhibits other than the representations, warranties, and covenants contained and memorialized
26 in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral
27 agreements may be deemed binding on the Parties.

28 71. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense

Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effectuate 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 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court and/or Mediator Jeffrey Ross to resolve such disagreement. The person signing this Stipulation on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

72. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

73. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

74. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

75. This Settlement Is Fair, Adequate and Reasonable. Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and that they have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

76. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the

1 Court shall retain jurisdiction with respect to the interpretation, implementation, and
2 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
3 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the
4 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
5 Stipulation and all orders and judgments entered in connection therewith.

6 77. Invalidity of Any Provision. Before declaring any term or provision of this
7 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
8 provisions valid to the fullest extent possible consistent with applicable precedents so as to
9 define all provisions of this Stipulation as valid and enforceable.

10 78. Binding Nature of Notice of Class Action Settlement. It is agreed that because
11 the Class Members are so numerous, it is impossible or impractical to have each Class Member
12 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
13 of the Settlement, and the release of Released Claims and shall have the same force and effect as
14 if this Stipulation were executed by each Participating Class Member.

15 79. Confidentiality. Plaintiffs and Class Counsel agree to keep the facts and terms of
16 this Settlement confidential until the Preliminary Approval Order is sought from the Court, to
17 the fullest extent possible.

18 **Signatures on Next Page.**
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Dated: November 12, 2021


Yen Phan (Nov 12, 2021 15:40 MST)

Plaintiff Yen Thi Phan

Dated: _____, 2021

Plaintiff Tracie Racicot

Dated: _____, 2021

Plaintiff Rochell Herrera

Dated: _____, 2021

Defendant Marshall Medical Center

By: _____
Insert Name

Title: _____

APPROVED AS TO FORM:

Dated: November 19, 2021

MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
YEN THI PHAN and TRACIE RACICOT

Dated: _____, 2021

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff
ROCHELL HERRERA

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Dated: _____, 2021

Plaintiff Yen Thi Phan

Dated: 11/15/2021, 2021


Tracie Racicot (Nov 15, 2021 13:10 PST)

Plaintiff Tracie Racicot

Dated: _____, 2021

Plaintiff Rochell Herrera

Dated: _____, 2021

Defendant Marshall Medical Center

By: _____
Insert Name

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2021

MATERN LAW GROUP, PC

By: _____
MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
YEN THI PHAN and TRACIE RACICOT

Dated: _____, 2021

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff
ROCHELL HERRERA

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Dated: _____, 2021

Plaintiff Yen Thi Phan

Dated: _____, 2021

Plaintiff Tracie Racicot


11/16/2021

Dated: _____, 2021

Plaintiff Rochell Herrera

Dated: _____, 2021

Defendant Marshall Medical Center

By: _____
Insert Name

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2021

MATERN LAW GROUP, PC

By: _____
MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
YEN THI PHAN and TRACIE RACICOT

11/16/2021

Dated: _____, 2021

KELLER GROVER LLP

By: Eric A. Grover
ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff
ROCHELL HERRERA

1 Dated: _____, 2021

Plaintiff Yen Thi Phan

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3 Dated: _____, 2021

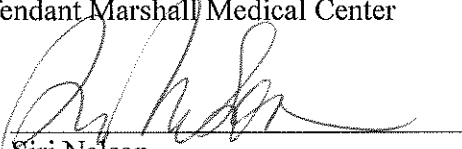
Plaintiff Tracie Racicot

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Plaintiff Rochell Herrera

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7 Dated: Dec. 2, _____, 2021

Defendant Marshall Medical Center

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9 By: 

Siri Nelson

Chief Executive Officer

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12 **APPROVED AS TO FORM:**

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14 Dated: _____, 2021

MATERN LAW GROUP, PC

15
16
17 By: _____

MATTHEW J. MATERN

MATTHEW W. GORDON

VANESSA M. RODRIGUEZ

Attorneys for Plaintiffs

YEN THI PHAN and TRACIE RACICOT

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21 Dated: _____, 2021

KELLER GROVER LLP

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23
24 By: _____

ERIC A. GROVER

ROBERT W. SPENCER

Attorneys for Plaintiff

ROCHELL HERRERA

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Dated: December 2,, 2021

GORDON REES SCULLY MANSUKHANI, LLP

By: *Joan C. Woodard*
LINDA M. MORONEY
JOAN C. WOODARD
Attorneys for Defendant
MARSHALL MEDICAL CENTER

EXHIBIT 1

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF EL DORADO

PHAN, ET AL. v. MARSHALL MEDICAL CENTER, ET AL.
CASE NO. PC20190029

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY MARSHALL MEDICAL CENTER AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME DURING THE PERIOD BEGINNING JANUARY 16, 2015 AND ENDING ON SEPTEMBER 4, 2021, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiffs Yen Thi Phan, Tracie Racicot and Rochell Herrera (“Plaintiffs”), on behalf of themselves and the below-defined Class Members, and Defendant Marshall Medical Center (“Defendant”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendant (1) failed to provide required meal periods; (2) failed to provide required rest periods; (3) failed to provide overtime wages; (4) failed to pay minimum wages; (5) failed to pay all wages due to discharged and quitting employees; (6) failed to furnish accurate itemized wage statements; (7) failed to maintain required records; (8) failed to indemnify employees for necessary expenditures incurred in discharge of duties; (9) engaged in unfair and unlawful business practices; and (10) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies all of Plaintiffs’ claims, and maintains that it has complied with all applicable laws. Specifically, Defendant contends that it correctly compensated Plaintiffs, Class Members, and PAGA Group Members; provided Plaintiffs, Class Members, and PAGA Group Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; reimbursed Plaintiffs, Class Members and PAGA Group Members for all business expenses; provided Plaintiffs, Class Members and PAGA Group Members with compliant wage statements; maintained all required records for Plaintiffs, Class Members and PAGA Group Members; and timely paid Plaintiffs, Class Members, and PAGA Group Members all wages owing at the time of separation. Defendant has entered into the Settlement solely for purposes of resolving this dispute. A PAGA Group Member is any hourly paid person employed by Defendant in the State of California at any time during the PAGA Period.

The Settlement provides for Individual Settlement Payments based on the weeks you actually performed work for Defendant in California as a non-exempt employee beginning on January 16, 2015 and ending on September 4, 2021 (“Class Period”). The Settlement also provides for PAGA Payments based on the number of pay periods you actually performed work for Defendant in California as a non-exempt employee beginning on July 6, 2018 and ending on September 4, 2021 (“PAGA Period”).

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on January 16, 2015 and ending on September 4, 2021. You will also receive a PAGA Payment if you are a PAGA Group Member. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against the Released Parties involving the same or similar legal claims as the ones in the Actions for the period beginning on January 16, 2015 and ending on September 4, 2021 is to submit a valid request for exclusion to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit a request for exclusion, you will <u>not</u> receive an Individual Settlement Payment. However, if you are a PAGA Group Member, you will still receive a PAGA Payment.
OBJECT	If you wish to object to the Settlement, you must submit a written Notice of Objection to the Settlement Administrator post-marked no later than [+60 days from date of mailing] . You may also appear at the Final Approval Hearing described in Section 17 below. This option is available only if you do <u>not</u> exclude yourself.

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of El Dorado (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on January 16, 2015 and ending on September 4, 2021 (the “Class Period”). According to Defendant’s records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is known as *Yen Thi Phan, et al. v. Marshall Medical Center, et al.*, Case No. PC20190029, and is pending in the Superior Court of California for the County of El Dorado (the “Action”). Yen Thi Phan, Tracie Racicot and Rochell Herrera are the Plaintiffs and MMC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiffs are former non-exempt employee of Defendant. Plaintiffs allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime, failed to pay all wages due at separation, failed to provide compliant wage statements, failed to reimburse necessary business expenses, and violated California’s Business and Professions Code. As a result, Plaintiffs allege that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, unpaid reimbursements, interest, and statutory and civil penalties. Defendant denies that it engaged in any wrongful conduct or that it violated the law in any way, and believes that Plaintiffs and the Class Members were properly compensated and provided proper meal and rest breaks. However, both Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiffs” (in this case, Yen Thi Phan, Tracie Racicot and Rochell Herrera) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert date], the Honorable Dylan Sullivan issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all current and former non-exempt employees of Defendant in California (collectively, the “Class Members” or “Class”) during any part of the period beginning January 16, 2015 through September 4, 2021.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and denies that it has violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Five Million Seventy-Seven Thousand Three Hundred Seven Dollars and Twenty-Five Cents (\$5,077,307.25). Deducted from this Maximum Settlement Amount will be the sums approved by the Court for attorneys' fees (not to exceed \$1,666,666.67, or one-third of the Maximum Settlement Amount), attorneys' litigation costs (estimated not to exceed \$40,000.00), Class Representative Service Awards to Plaintiffs not to exceed \$7,500.00 each for their services in prosecuting the Action, for a total of \$22,500.00, the PAGA Settlement Amount (\$150,000.00) for alleged civil penalties, and the fees and expenses of the Settlement Administrator, ILYM Group, Inc. (estimated not to exceed \$35,000.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). No portion of the Maximum Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of weeks that each Participating Class Member actually performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, then this result will be multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

[Net Settlement Amount ÷ Total Qualified Workweeks for all Participating Class Members] x Participating Class Member's Individual Qualified Workweeks = estimated Individual Settlement Payment

Class Members' gross Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 10% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, and 90% shall be reported as non-wage penalties and interest not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro

rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

PAGA Group Members will also receive a PAGA Payment. “PAGA Payment” is means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is One Hundred Fifty Thousand Dollars (\$150,000.00). One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) shall be distributed to PAGA Group Members as their PAGA Payment. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant in California as an hourly paid employee.

To the extent any Participating Class Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number Qualified PAGA Pay Periods, that Participating Class Member must produce supporting evidence to the Settlement Administrator. Defendant’s records will be presumed determinative.

Plaintiffs’ Class Representative Service Awards, the payment to Class Counsel for their awarded attorneys’ fees and costs, the Individual Settlement Payments to Participating Class Members, and the PAGA Payments will be made within 15 calendar days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. The Maximum Settlement Amount shall be paid by Defendant to the Settlement Administrator within 30 days after the Settlement becomes final. The Settlement will become final upon the latter of the following: (a) if there are no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described in the Settlement.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the funding of the total Maximum Settlement Amount to the Settlement Administrator, Plaintiffs and each Participating Class Member who does not submit a valid request for exclusion (defined in response to Question 10 below) will release Defendant, and all of its respective present or former parents, subsidiaries

and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives (collectively, the “Released Parties”) from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in the Action and arising at any time during the Class Period, including claims for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Furnish Accurate Itemized Statements; (7) Failure to Maintain Required Records; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices (the “Released Claims”).

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit a request for exclusion. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

9. When will I get my check?

Checks will be mailed to Participating Class Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided, and your share of the settlement proceeds will be transmitted to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a timely written request for exclusion. The request for exclusion must contain your name, address, and last four digits of your social security number. The request for exclusion must be signed, dated, and mailed by

First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Requests for exclusion that do not include all required information and/or that are not timely submitted may be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely request for exclusion on or before **[+60 days from date of mailing]** shall be bound by all terms of the Settlement and any Final Judgment entered in the Actions if the Settlement is approved by the Court.

11. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Released Parties for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

MATERN LAW GROUP, PC
Matthew J. Matern
Matthew W. Gordon
Vanessa M. Rodriguez
1230 Rosecrans Avenue
Suite 200
Manhattan Beach, CA 90266
Phone: (310) 531-1900
Facsimile: (310) 531-1901

KELLER GROVER LLP
Eric A. Grover
Robert W. Spencer
1965 Market Street
San Francisco, CA 94103
Phone (415) 543-1305
Facsimile (415) 543-7861

14. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay attorneys' fees in an amount not to exceed one-third (33 1/3%) of the Maximum Settlement Amount, which amounts to One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666,666.67) in attorneys' fees plus actual litigation costs and expenses (estimated not to exceed \$40,000.00) to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Seven Thousand Five Hundred Dollars (7,500.00) to each Plaintiff, for a total of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), as Class Representative Service Awards for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Thirty-Five Thousand Dollars (\$35,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Class Member who does not submit a request for exclusion may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Notice of Objection"). The Notice of Objection must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted a Notice of Objection to the Settlement Administrator. Any Class Member who submits a Notice of Objection or appears at the Final Approval Hearing to submit an oral objection remains eligible to receive monetary compensation from the Settlement. A Settlement Class Member who submits a request for exclusion may not object to the proposed Settlement.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

[Type text]

QUESTIONS? CALL xxx-xxx-xxx

[Type text]

The Court will hold a Final Approval Hearing on [insert time/date] in Department 9 at the Superior Court of California for the County of El Dorado, Cameron Park Branch, located at **3321 Cameron Park Drive, Cameron Park, California 95682**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection.

19. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted a written objection.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]
[insert info]

Please do not contact the Court for more information about the Settlement.

EXHIBIT 2

INFORMATION SHEET

Superior Court of the State of California, County of El Dorado

Phan v. Marshall Medical Center, et al., Case No. PC20190029

Calculation of Individual Settlement Payments: Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount, based upon the number of weeks that he or she actually performed work for Defendant Marshall Medical Center (“Defendant”) as a non-exempt employee in California during the period from January 16, 2015 through September 4, 2021 (“Qualified Workweeks”). Individual Settlement Payments will be calculated as follows:

Defendant will provide the Settlement Administrator with the total number of Qualified Workweeks worked by all Participating Class Members (“Total Qualified Workweeks”). Then, the Settlement Administrator will (1) divide the Net Settlement Amount by the Total Qualified Workweeks, resulting in a value for each workweek worked by Participating Class Members, and then (2) multiply each Participating Class Member’s number of Qualified Workweeks by the result in (1) to obtain the estimated amount of the Participating Class Member’s Individual Settlement Payment.

Calculation of PAGA Payments: Each Class Member who was employed by Defendant as an hourly paid employee during the period from July 6, 2018 through September 4, 2021 (“PAGA Group Members”), will also receive a PAGA Payment, based upon the number of pay periods that he or she actually performed work for Defendant as an hourly paid employee in California during the period from July 6, 2018 through September 4, 2021 (“Qualified PAGA Pay Periods”). PAGA Payments will be calculated as follows:

Defendant will provide the Settlement Administrator with the total number of Qualified PAGA Pay Periods worked by all PAGA Group Members (“Total Qualified PAGA Pay Periods”). Then, the Settlement Administrator will (1) divide Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) by the Total Qualified PAGA Pay Periods, resulting in a value for each workweek worked by PAGA Group Members, and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the estimated amount of the PAGA Group Member’s PAGA Payment.

Please note that your Individual Settlement Payment and PAGA Payment will be issued in one check.

Your Workweeks, Pay Periods, Estimated Individual Settlement Payment, and Estimated PAGA Payment:

According to Defendant’s records, you worked <<**Workweeks**>> Qualified Workweeks during the Class Period.

Based on your number of Qualified Workweeks and Qualified PAGA Pay Periods, **your estimated Individual Settlement Payment is <<EstSettPayment>> and your estimated PAGA Payment is <<EstPAGAPayment>>**. Please note that this is only an estimate; your actual payments may be greater or smaller than the amounts reported above.

Procedure for Disputing Information: If you wish to dispute the number of Qualified Workweeks and/or Qualified PAGA Pay Periods attributed to you as listed above, you must mail a letter to the Settlement Administrator stating the reasons why you dispute your number of Qualified Workweeks and/or Qualified PAGA Pay Periods and provide any supporting documentation that you have (e.g.,

paystubs). Your letter should also include the estimated number of weeks and/or pay periods that you claim to have performed work for Defendant as a non-exempt employee in California during the time period from January 16, 2015 through September 4, 2021 and during the time period from July 6, 2018 through September 4, 2021.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than **[Response Deadline]**.

[Administrator] [Address] [City, State Zip]
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Defendant's records regarding the number of Qualified Workweeks and Qualified PAGA Pay Periods will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Qualified Workweeks and Qualified PAGA Pay Periods that should be applied and/or the Individual Settlement Payment and PAGA Payment to which you may be entitled.