

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CYNTHIA BARRAGAN, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys Act;

Plaintiff,

v.

TIBURCIO VASQUEZ HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Reservation ID: 175335461842

Case No.: RG20078693

Honorable Michael Markman
Department 23

CLASS ACTION

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Cynthia
Barragan); and [Proposed] Order filed
concurrently herewith]

Date: September 17, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: October 20, 2020
FAC Filed: June 29, 2021
SAC Filed: September 10, 2021
Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Cynthia Barragan (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
11 he has successfully litigated cases involving the executive, administrative, and other overtime
12 exemptions to the State of California and federal overtime compensation requirements. Under his
13 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
14 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
15 class action or representative action cases.

16 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
17 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
18 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
19 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
20 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
21 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
22 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
23 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
24 of the State of California and all United States District Courts in the State of California. He has
25 worked on many wage-and-hour class action and representative action cases, taking the lead in
26 taking and defending depositions, arguing motions, and attending mediations. He has played an
27 integral role in preparing matters for class certification, including and not limited to, successful
28 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

1 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
2 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
3 RG13680477). He has worked on over one hundred (100) class action or representative action
4 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
5 herein.

6 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
7 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
12 Court. She has taken and defended dozens of depositions and successfully handled motion practice
13 in class action cases regarding discovery (including and not limited to, regarding class contact
14 information), class certification (both contested class certification and stipulated class
15 certification), arbitration agreements, coordination, intervention. She has successfully handled
16 briefing and oral argument on appeal and obtained notable decisions regarding the Private
17 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
18 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
19 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
20 (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative
21 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
22 handled the class certification and court approval process for hundreds of class action and/or
23 representative action matters that have successfully resolved. She is a member of the California
24 Employment Lawyers Association.

25 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
26 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
27 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of
28 the Coif honors. I am admitted to practice before all courts in the State of California and all U.S.

District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations

1 of misclassification of various “manager” positions. On September 20, 2010, the court granted
2 final approval of the class action settlement. The Los Angeles County Superior Court Case
3 Number is BC400414.

4 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national retailer of household items involving allegations of
6 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC413498.

9 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national property management company involving
11 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
12 granted final approval of the class action settlement. The Los Angeles County Superior Court
13 Case Number is BC430918.

14 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class action against a national retailer involving allegations of misclassification of
16 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
17 certification. On August 26, 2013, the court granted final approval of the class action settlement.
18 The Los Angeles County Superior Court Case Number is BC424012.

19 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a bank, involving allegations of
21 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
22 granted final approval of the class and PAGA representative action settlement. The Kern County
23 Superior Court Case Number is S-1500-CV-273194-LHB.

24 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national wholesale distributor of
26 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
27 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Sacramento County Superior Court Case Number is 34-
2 2012-00136285.

3 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class action against a multinational corporation that provides global workplace
5 solutions, involving allegations of misclassification of the “Operations Manager” position. On
6 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
7 County Superior Court Case Number is BC478769.

8 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a national retailer of household
10 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
11 final approval of the class and PAGA representative action settlement. The San Francisco County
12 Superior Court Case Number is CGC-13-532344.

13 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action involving allegations of misclassification of
15 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
16 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
17 the class and PAGA representative action settlement. The Los Angeles County Superior Court
18 Case Number is BC474784.

19 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of upscale
21 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
22 granted final approval of the class and PAGA representative action settlement. The Los Angeles
23 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
24 Coordination Proceeding Number is 4794.

25 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
27 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
28 settlement. The Los Angeles County Superior Court Case Number is BC488069.

1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
13 exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

27 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a consumer packaging company, on

1 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Los Angeles County Superior Court Case
3 Number is BC590429.

4 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a manufacturer of food service
6 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
7 approval of the class and PAGA representative action settlement. The Orange County Superior
8 Court Case Number is 30-2015-00810013-CU-OE-CXC.

9 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a lumber and hardware company on
11 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Orange County Superior Court Case Number is
13 30-2014-00747750-CU-OE-CXC.

14 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
15 representative action against a property management company, on behalf of non-exempt
16 employees. On June 14, 2017, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC586234.

19 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
20 representative action against a food company on behalf of non-exempt employees. On June 30,
21 2017, the court granted final approval of the class and PAGA representative action settlement. The
22 Sacramento County Superior Court Case Number is 34-2015-00175871.

23 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a chocolate company on behalf of non-exempt employees. On July
25 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
26 The Alameda County Superior Court Case Number is RG15764300.

27 w) LFJ represented the plaintiff in a PAGA representative action, against the
28 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On

1 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
2 Los Angeles County Superior Court Case Number is BC569664.

3 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a manufacturer of plastic containers on behalf of non-exempt
5 employees. On October 31, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC577233.

8 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On December 11, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC569646.

13 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a property management company
15 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
16 approval of the class and PAGA representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
18 Number is 4819.

19 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a global provider of flexible office
21 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
22 representative action settlement. The Los Angeles County Superior Court Case Number is
23 BC498401.

24 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
26 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
27 County Superior Court Case Number is VCU264528.
28

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on

1 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
2 for class certification and certified a class. The San Bernardino County Superior Court Case
3 Number is CIVDS1505744.

4 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
5 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
6 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
7 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
8 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
9 of the PAGA representative action settlement. The San Diego County Superior Court Case
10 Number is 34-2015-00175330.

11 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a large national drug testing
13 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
14 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
15 granted final approval of the class and PAGA representative action settlement. The San Diego
16 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

17 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
19 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
20 court granted in part the plaintiff's motion for class certification and certified a class. The
21 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
22 Judicial Council Coordination Proceeding Number is 4930.

23 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. On August 27, 2021, the court granted final approval
27 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
28 00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as **"EXHIBIT 1"** is the Class Action and PAGA Settlement Agreement ("Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Tiburcio Vasquez Health Center, Inc., ("Defendant") (collectively, the "Parties"), on the other hand. The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information previously provided by Defendants, the Class is estimated to consist of at least 146 individuals who worked a total of at least 19,269 workweeks during the Class Period, and there are at least 105 PAGA Employees who worked a total of at least 4,499 pay periods during the PAGA Period.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, the State of California, and Aggrieved Employees guaranteed recovery as opposed to waiting additional years for the same, or possibly worse, result or a defense verdict; (2) a guaranteed result that compares favorably with other complex wage-and-hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant

1 savings in attorneys' fees and/or costs that would have only increased significantly had the case
2 progressed through certification, trial, and/or appeals.

3 11. Since the above-captioned action was commenced, Class Counsel has litigated the
4 case for over three (3) years, and was actively preparing the matter for class certification and trial,
5 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
6 and participated in a formal, full-day mediation conducted by Francis J. Ortman, Esq., a well-
7 respected mediator experienced in mediating complex labor and employment matters. In the
8 course of litigation, mediation, and settlement discussions, the Parties exchanged extensive
9 information and engaged in discussions regarding their evaluations of the case and various aspects
10 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
11 Parties of proceeding with class certification and/or representative adjudication, the law relating
12 to class certification, off-the-clock theory, meal and rest periods, representative PAGA actions,
13 and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
14 possibility of appeals, among other things. During all settlement discussions, the Parties
15 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
16 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about
17 Defendant's ability to prevail on the merits and at certification, and Plaintiff and Class Counsel
18 believed that they would be able to obtain class certification and prevail at trial. After conducting
19 extensive investigations, formal and informal discovery, exchange of information, and settlement
20 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
21 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
22 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
23 reasonable, and adequate resolution of the Participating Class Members' Release of Plaintiff and
24 Participating Class Members, and of the Aggrieved Employees' Release of Plaintiff, Aggrieved
25 Employees, and the State of California, with respect the Released Parties.

26 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
27 and scope of the claims, and was preparing for class certification and trial. Class Counsel
28 conducted significant investigation and formal and informal discovery regarding the facts of the

1 case, including and not limited to, the exchange, review, and analysis of documents and data
2 obtained from Defendant, Plaintiff, and other sources. Class Counsel propounded multiple sets of
3 formal written discovery requests onto Defendant (specifically, Requests for Production of
4 Documents, (Set One); Requests for Admissions, (Set One); Special Interrogatories, (Sets One and
5 Two); and Form Interrogatories, (Set One)) and noticed the depositions of Defendant's Person
6 Most Knowledgeable designees along with accompanying requests for production of documents,
7 on Defendant. The volume of information, data and documents that Class Counsel reviewed and
8 analyzed through informal discovery included and was not limited to: employment records of
9 Plaintiff and other Class Members, a detailed sampling of Class Members' time and pay data,
10 including Timesheets, Payroll Records, job description, new hire checklist, Earning Statements,
11 Defendant's Employee Handbook, United Healthcare Workers-West, company policy
12 acknowledgements (including, but not limited to, TVHC Policy Acknowledgements,
13 Acknowledgement of Receipt of Information About Worker's Compensation Insurance,
14 Certification Regarding Drug-Free Workplace, ID Badge Requirements and Acknowledgements,
15 Acknowledgement of Receipt of Notification of COBRA Rights, Final Paycheck
16 Acknowledgement, Seasonal Vaccination Acknowledgement Form for Employees), operations
17 and employment practices, forms (including, but not limited to, Confidentiality and Non-
18 Disclosure Agreement, Agreement to Return TVHC Property, Uniform Allowance Request), and
19 policies and procedures (including, but not limited to, Call In Procedure for Reporting Absences
20 and Tardiness, TVHC Service Excellence Standards), among other information and documents.
21 Class Counsel interviewed Plaintiff and conducted investigation to gather facts and circumstances
22 surrounding Plaintiff and putative class members' employment. Counsel for the Parties also met
23 and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery,
24 and the production of documents and data in the course of litigation and in connection with
25 mediation and settlement negotiations. Class Counsel also drafted pleadings and the mediation
26 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
27 among other tasks.
28

1 13. Counsel for the Parties have also invested time researching and investigating the
2 applicable law, which is often evolving as it relates to class certification, representative PAGA
3 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
4 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
5 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
6 reasonable.

7 14. The Settlement provides for a Gross Settlement Amount of One Million Five
8 Hundred and Fifty Thousand Dollars and Zero Cents (\$1,550,00.00). The Net Settlement Amount
9 is the Gross Settlement Amount less the following amounts subject to approval by the Court: Class
10 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment,
11 Settlement Administration Payment, and PAGA Payment. Assuming that the amounts allocated
12 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
13 that will be available for distribution to Participating Class Members is currently estimated to be
14 Seven Hundred Eighty-Eighty Thousand Three Hundred Thirty-Three Hundred Dollars and
15 Thirty-Three Cents (\$788,333.33). Additionally, as to PAGA, 75% of the PAGA Payment (i.e.,
16 \$150,000.00) will be distributed to the Labor Workforce Development Agency ("LWDA") and
17 25% of the PAGA Payment (i.e., \$50,000.00), will be distributed to the Aggrieved Employees.
18 The Gross Settlement Amount will be fully distributed to Participating Class Members and PAGA
19 Payment will be fully distributed to the California Labor and Workforce Development Agency
20 and Aggrieved Employees, in accordance with the terms of the Settlement.

21 15. After obtaining multiple quotes from settlement administrators, the Parties have
22 agreed to retain Simpluris, Inc., ("Simpluris" or Settlement Administrator") to handle the notice
23 and settlement administration process. The Parties respectfully request that the Court appoint
24 Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant shall
25 provide the Settlement Administrator with the following information about each Class Member
26 and Aggrieved Employee: full name, last known mailing address, Social Security number, and
27 number of Class Period Workweeks and PAGA Period Pay Periods ("Class Data"). The
28 Settlement Administrator will calculate each Participating Class Member's estimated share of the

1 Net Settlement Amount (“Individual Class Payment”) and estimated share of the PAGA Payout
2 Fund (“Individual PAGA Payment”). The Settlement Administrator will also receive Requests
3 for Exclusion, objections, and disputes regarding Workweeks and/or PAGA Pay Periods; provide
4 necessary reports and declarations; print, mail and re-mail (if necessary) the Class Notice to Class
5 Members and Aggrieved Employees, calculate, subtract, and transmit necessary taxes and
6 withholdings; prepare and submit informational and other tax filings and documents, issue 1099
7 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, provide
8 necessary reports and declarations; issue and transmit all payments provided for by the
9 Settlement, including and not limited to, mailing Individual Class Payments to Participating Class
10 Members and Individual PAGA Payments to Aggrieved Employees; and perform any other usual
11 and customary duties for administering a class action settlement. Settlement Administration
12 Payment are currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00)
13 based on information provided by Simpluris and will be paid out of the Gross Settlement Amount,
14 subject to approval of the Court.

15 16. Based on investigation and information discovered, Class Counsel believes that
16 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
17 that Defendant, with respect to Plaintiff and the Class Members, and Aggrieved Employees *inter*
18 *alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and
19 rest periods and to pay associated premium pay, failed to pay one day’s rest in seven, failed to give
20 notice of material terms of employment, failed to pay reporting time pay, failed to timely pay
21 wages during employment and upon termination of employment, failed to provide compliant wage
22 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
23 expenses, and thereby engaged in unfair business practices in violation of California Business and
24 Professions Code section 17200, *et seq.* based on the aforementioned, violations of the California
25 Labor Code based on the aforementioned, but not limited to California Labor Code sections 201,
26 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
27 2802, and violations of the industrial Welfare Commission Wage Orders and conduct giving rise
28 to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor

Code sections 2698, et seq.). Plaintiff also asserted that Class Members and Aggrieved Employees were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that Class Members and Aggrieved Employees were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across Defendant's non-exempt employees in California during the relevant time period.

17. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

18. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to conduct investigations and gather documents and information relating to Plaintiff's and putative class members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and

1 strength of the claims. The available information enabled Class Counsel to assess and value the
2 class and PAGA claims and prepare violation, damages, and penalties analyses and models.
3 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
4 informed of the nature and extent of the Class and PAGA claims, and to enable both sides to fully
5 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed
6 that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal
7 claims, as well as the costs and risks to both sides that would attend further litigation. The
8 Settlement takes into account the strengths and weaknesses of each side's position and the
9 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

10 19. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
11 in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$516,666.67) and
12 expenses and costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00),
13 which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should
14 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
15 any compensation until recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and
17 Zero Cents (\$10,000.00) to Plaintiff as a Class Representative Service Payment, to be paid out of
18 the Gross Settlement Amount, subject to approval by the Court. Plaintiff spent considerable time
19 and effort to produce relevant documents and past employment records and to provide the facts
20 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
21 Counsel needed her, and actively tried to obtain and provide information that would facilitate the
22 pursuit of the Class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to
23 receive a Class Representative Service Payment, in addition to her Individual Class Payment,
24 and/or Individual PAGA Payment, for services performed in the matter on behalf of the Class,
25 State of California, and Aggrieved Employees.

26 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
27 in the best interests of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class
28 Counsel further submits that the Settlement is within an acceptable range of recovery for this type

1 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
2 litigation, and the costs and risks associated with class certification, representative adjudication,
3 trial, and/or appeals.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 5th day of August 2024 at Glendale, California.

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EXHIBIT 1

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Cynthia Barragan (“Plaintiff” or “Class Representative”), individually and on behalf of all putative Class Members and Aggrieved Employees, on the one hand, and Defendant Tiburcio Vasquez Health Center, Inc. (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1** “**Action**” means and encompasses the Plaintiff’s lawsuit originally filed against Defendant on October 20, 2020, entitled *Cynthia Barragan v. Tiburcio Vasquez Health Center, Inc., et al.*, pending in the Superior Court of the State of California, County of Alameda, Case No. RG20078693, and includes Plaintiff’s amended complaints filed on June 29, 2021, and September 10, 2021, respectively.
- 1.2** “**Aggrieved Employee(s)**” means any current or former, hourly, nonexempt employee employed by Defendant in California at any time during the PAGA Period.
- 1.3** “**Class Counsel**” means Lawyers for Justice, PC.
- 1.4** “**Class Counsel Expense Payment**” means the amount allocated to Class Counsel for reimbursement of expenses incurred to prosecute the Action, and subject to court approval.
- 1.5** “**Class Counsel Fee Payment**” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, and subject to court approval.
- 1.6** “**Class Data**” means Class Members’ and Aggrieved Employees’ identifying information in Defendant’s possession, including each of their names, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Pay Periods.
- 1.7** “**Class Member(s)**” means any current or former, hourly, nonexempt employee employed by Defendant in California at any time during the Class Period, and includes both Participating Class Members and Non-Participating Class Members.
- 1.8** “**Class Notice**” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English (with a Spanish translation) in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.9** “**Class Period**” means the period from October 20, 2016, through the date of Preliminary Approval or ninety (90) days after both Parties execute this Agreement, whichever is first.
- 1.10** “**Class Representative**” means the named Plaintiff in the Action, Cynthia Barragan, seeking Court approval to serve as a Class Representative.

- 1.11 **“Class Representative Service Payment”** means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.12 **“Court”** means the Superior Court of California, County of Alameda.
- 1.13 **“Defense Counsel”** means Hanson Bridgett LLP.
- 1.14 **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.15 **“Final Approval”** means the Court’s order granting final approval of the Settlement.
- 1.16 **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.17 **“Final Judgment” or “Judgment”** means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.18 **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.19 **“Individual PAGA Payment(s)”** means the Aggrieved Employee’s (including Non-Participating Class Members who are Aggrieved Employees) pro rata share of the PAGA Payout Fund (25% of the PAGA Payment) calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.20 **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.21 **“LWDA PAGA Payment”** means Seventy-Five Percent (75%) of the PAGA Payment paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
- 1.22 **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.23 **“PAGA”** means the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*
- 1.24 **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for Defendant for at least one day, during the PAGA Period.
- 1.25 **“PAGA Payment”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA.
- 1.26 **“PAGA Payout Fund”** means Twenty-Five Percent (25%) of the PAGA Payment from which Individual PAGA Payments to Aggrieved Employees will be made.

- 1 **1.27 “PAGA Period”** means the from August 11, 2019, through the date of Preliminary
2 Approval or ninety (90) days after both Parties execute this Agreement, whichever
3 is first.
- 4 **1.28 “PAGA Notice”** means Plaintiff’s letter to the LWDA and Defendant providing
5 notice pursuant to Labor Code section 2699.3, subd.(a), as set forth in Paragraph
6 2.1 herein.
- 7 **1.29 “Participating Class Member”** means a Class Member who does not submit a
8 valid and timely Request for Exclusion from the Settlement.
- 9 **1.30 “Preliminary Approval” or “Preliminary Approval Order”** means the Court’s
10 Order Granting Preliminary Approval of the Settlement.
- 11 **1.31 “Released Parties”** means Defendant and each of its former and present directors,
12 officers, shareholders, owners, attorneys, insurers, predecessors, successors,
13 assigns, subsidiaries, and affiliates.
- 14 **1.32 “Settlement”** means the disposition of the Action effected by this Agreement and
15 the Judgment.
- 16 **1.33 “Settlement Administrator” or “Administrator”** means Simpluris, Inc., the
17 neutral entity the Parties have agreed to appoint to administer the Settlement.
- 18 **1.34 “Settlement Administration Payment”** means the amount the Settlement
19 Administrator will be paid from the Gross Settlement Amount to reimburse its
20 reasonable fees and expenses in accordance with the Administrator’s “not to
21 exceed” bid submitted to the Court in connection with Preliminary Approval of the
22 Settlement.
- 23 **1.35 “Settlement Group Members”** means and includes Aggrieved Employees,
24 Participating Class Members, and Non-Participating Class Members who qualify as
25 Aggrieved Employees.
- 26 **1.36 “Workweek” or “Class Period Workweek”** means any week during which a
27 Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 21 **2.1** On or around August 11, 2020, Plaintiff submitted a PAGA Notice to the LWDA in
22 accordance with the requirements of Labor Code section 2699.3(a). Plaintiff’s
23 PAGA Notice alleged that Defendant had violated California Labor Code sections
24 201-204, 218.5, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800,
25 2802, and all applicable Industrial Welfare Commission (“IWC”) Wage Orders.
- 26 **2.2** On October 20, 2020, Plaintiff commenced this Action by filing a Complaint in the
27 Superior Court of California, County of Alameda. The Complaint alleged putative
28 class claims against Defendant on behalf of Plaintiff and all hourly, non-exempt
employees employed by Defendant in the state of California from October 20, 2016
through the date of final judgment, for violations of Labor Code sections 201-204,
218.5, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802,
2698, *et seq.*, and all applicable IWC Wage Orders, and California Business and
Professions Code §§ 17200, *et seq.* On June 29, 2021, Plaintiff filed a First
Amended Complaint, and on September 10, 2021, Plaintiff filed a Second
Amended Complaint, alleging the same or substantially same allegations as the

Original Complaint. The Second Amended Complaint is the operative Complaint in the Action (the "Operative Complaint").

2.3 On July 28, 2023, the Parties participated in an all-day mediation presided over by experienced mediator Tripper Ortman. The Action did not settle at mediation. Prior to mediation, Defendant produced, and Plaintiff reviewed, a substantial amount of data and documents relating to the size and scope of the putative Class and Aggrieved Employees through an informal document production, which permitted an analysis and evaluation of the statewide claims. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4 The Parties continued to negotiate at arms-length through counsel and Mediator Ortman, and reached an agreement in principle to settle this Action on November 8, 2023.

3. ACKNOWLEDGEMENTS

3.1 **Estimated Number of Putative Class Members.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 699 putative Class Members.

3.2 **Estimated Number of Aggrieved Employees.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 582 aggrieved employees.

3.3 **Conditional Certification for Settlement Purposes Only.** Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the settlement class. The Parties agree that certification for purposes of settlement is not an admission that class certification is otherwise proper under Section 382 of the Code of Civil Procedure. The Parties agree that if, for any reason, the Settlement is not preliminarily and finally approved, the conditional certification of the settlement class will be of no force or effect and shall become null and void; does not constitute an admission by Defendant that class certification is proper; shall be inadmissible for any purpose in any action; shall have no bearing on the issue of whether or not certification would be appropriate in a non-settlement context; will not be deemed admissible in this or any other proceeding; and the Parties shall revert to the respective positions they held prior to entering into this Agreement, including that the Parties will litigate the issue of class certification. Defendant expressly reserves its right and declares that it intends to oppose class certification vigorously should this Settlement not be granted final approval.

3.4 **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action, and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

3.5 **Benefits of Settlement to Settlement Group Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays

1 inherent in such litigation. Accordingly, based on their own thorough, independent
2 investigation and evaluation of this case, Plaintiff and Class Counsel strongly
3 believe the settlement set forth in this Agreement is a fair, adequate, and reasonable
4 settlement, and is in the best interest of the Settlement Group Members.

5 **3.6 Benefits of Settlement to Defendant.** While Defendant maintains that it complied
6 with applicable law at all times and that Plaintiff's claims are meritless, it
7 recognizes that the defense of the Action will be protracted and expensive.
8 Substantial amounts of time, energy, and resources of Defendant have been and,
9 unless this settlement is made, will continue to be devoted to the defense of the
10 claims asserted by Plaintiff. Defendant, therefore, enters into this Agreement and
11 conditional Settlement with no admission of liability whatsoever, and for the sole
12 purpose of compromising and settling the Action to avoid the cost, uncertainty and
13 operational burden of continuing litigation.

14 **3.7 No Admission of Liability.** This Agreement represents a compromise and
15 settlement of highly disputed claims. Nothing in this Agreement is intended or will
16 be construed as an admission by Defendant that the claim and allegations in the
17 Action have merit or that Defendant bears any liability to Plaintiff, the State of
18 California, or the Settlement Group Members on any alleged claims or any other
19 claims. Defendant vigorously denies the claims and each of the allegations asserted
20 in this Action. Defendant further specifically denies any non-compliance,
21 intentional or otherwise, with the statutory requirements of the California Labor
22 Code and/or the applicable IWC Wage Orders. Defendant also denies that Plaintiff
23 or any of the Settlement Group Members have suffered damages by virtue of
24 Defendant's conduct, or that Defendant's conduct warrants penalization.

25 **3.8 Reservation of Rights.** Defendant expressly reserves the right and declares that it
26 intends to oppose and defend against this Action vigorously should this Settlement
27 not be granted approval by the Court or be modified or reversed on appeal or
28 otherwise not become final. If for any reason this Agreement does not become
effective, Defendant reserves the right to defend against this Action on any basis.
Defendant does not concede the merits of Plaintiff's contentions, nor the existence
of any damages or penalties, but has agreed to resolve the litigation through this
Settlement in recognition of the expense and risk of continuing with the litigation
and in the belief that the settlement is fair, adequate and reasonable. Therefore, in
entering into this Agreement, it is the Parties' mutual intention and agreement that
if, for any reason, this Agreement does not become final, Defendant will retain all
rights to defend against this Action, and the fact of this Settlement may not be used
by Plaintiff in support of any argument against Defendant. Defendant will not be
deemed to have waived, limited, or affected in any way any of its claims, rights,
remedies, objections or defenses in the Action.

29 **3.9 Non Evidentiary Use.** This Agreement or its terms, or any statements or conduct
30 in the negotiation or drafting of it, shall not be admissible, offered or used as
31 evidence by Plaintiff, any Settlement Group Members, Defendant, or their
32 respective counsel in the Action or in any other proceeding as evidence of liability
33 or wrongdoing by Defendant and/or the Released Parties, or for any purpose
34 whatsoever. This Agreement may be used by Defendant and/or the Released Parties
35 to prove or defend against any claim released herein by Plaintiff or any Settlement
36 Group Member in any claim or threatened claim, including but not limited to any
37 judicial, quasi-judicial, administrative, or governmental proceeding. This
38 Agreement shall not be subject to collateral attack by any Settlement Group
39 Member. Such prohibited collateral attack shall include, but is not limited to claims

that any Settlement Group Members failed, for any reason, to timely receive or cash his or her Individual Class Payment and/or Individual PAGA Payment.

4. SETTLEMENT TERMS AND CONDITIONS

4.1 Gross Settlement Amount ("GSA"). Defendant agrees to pay a non-reversionary, maximum Gross Settlement Amount ("GSA") of no more than One Million Five Hundred and Fifty Thousand dollars and Zero cents (**\$1,550,000.00**), and to separately pay its share of employer-side payroll taxes owed on the wage portions of the Individual Class Payments. Defendant is under no obligation to pay the GSA (or any payroll taxes) prior to the deadlines stated in Section 5.2.1 of this Agreement.

4.2 Payments from the GSA. The Settlement Administrator will make and deduct the following payments from the GSA, in the amounts specified by the Court in the Final Approval:

4.2.1 Settlement Administration Payment. A payment to the Settlement Administrator for costs and expenses incurred to administer this Settlement, not to exceed Ten Thousand dollars (**\$10,000.00**), except for a showing of good cause and as approved by the Court. To the extent Settlement Administration costs and expenses are less or the Court approves payment less than Ten Thousand dollars (**\$10,000.00**), the Settlement Administrator will allocate the remainder to the Net Settlement Amount ("NSA").

4.2.2 Class Representative Service Payment. A payment to the Class Representative not to exceed Ten Thousand dollars and Zero cents (**\$10,000.00**), and subject to Court approval. The Class Representative Service Payment is in addition to any individual payment the Class Representative is entitled to as a Settlement Group Member. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. The Settlement Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

4.2.3 Class Counsel Fee Payment. A payment to Class Counsel not to exceed one-third (1/3) of the GSA, which is currently estimated to be Five Hundred Sixteen Thousand Six Hundred Sixty-Six dollars and Sixty-Seven cents (**\$516,666.67**), and subject to Court approval. If the Court approves a Class Counsel Fee Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. The Settlement Administrator will report the Class Counsel Fee Payment using IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of the Class Counsel Fee Payment.

4.2.4 Class Counsel Expense Payment. A payment to Class Counsel not to exceed Twenty-Five Thousand dollars (**\$25,000.00**) for litigation expenses, which is subject to court approval. If the Court approves a Class Counsel Expense Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. The Settlement Administrator will report the Class Counsel Expense Payment using IRS

Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Expense Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of the Class Counsel Expense Payment.

4.2.5 PAGA Payment. Two Hundred Thousand dollars (\$200,000.00) of the GSA shall be considered payment for alleged civil penalties under the PAGA ("PAGA Payment"). If the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the NSA. Subject to Court approval, the PAGA Payment will be allocated as follows:

- (a) **To the LWDA.** The Settlement Administrator shall pay to the LWDA Seventy-Five Percent (75%) of the PAGA Payment, which is currently estimated to be One Hundred Fifty Thousand dollars and Zero cents (\$150,000.00).
- (b) **To Aggrieved Employees.** The Settlement Administrator shall allocate Twenty-Five Percent (25%) of the PAGA Payment to create the PAGA Payout Fund to be paid out to Aggrieved Employees, which is currently estimated to be Fifty Thousand dollars and Zero cents (\$50,000.00). Each Aggrieved Employee will receive a proportionate share of the PAGA Payout Fund that is equal to the number of PAGA Pay Periods he or she worked for Defendant based on the Class Data provided by Defendant.
- (c) **Calculation of Individual PAGA Payments.** The Settlement Administrator will calculate each Individual PAGA Payment by (i) dividing the amount of the PAGA Payout Fund (currently estimated to be \$50,000) by the total number of pay periods collectively worked by all Aggrieved Employees during the PAGA Period, and (ii) multiplying the result by the number of Pay Periods each Aggrieved Employee worked during the PAGA Period. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Individual PAGA Payment ties directly to the amount of PAGA Period pay periods that he or she worked.
- (d) **Tax Allocation of Individual PAGA Payments.** The Individual PAGA Payments will be apportioned as 100% civil penalties and shall be reported using IRS 1099 Forms. Payroll tax withholdings and deductions will not be withheld from these Individual PAGA Payments. Plaintiff and each Aggrieved Employee bear the full responsibility for payment of any taxes or withholdings that are found to be owed from the Individual PAGA Payments.

4.3 Net Settlement Amount ("NSA"). The Net Settlement Amount ("NSA") is to be paid to Participating Class Members as Individual Class Payments. The NSA includes the GSA Amount, less the following payments in the amounts approved by the Court: Settlement Administration Payment; Class Representative Service Payment; Class Counsel Fee Payment; Class Counsel Expense Payment; and PAGA Payment.

4.3.1 Calculation of Individual Class Payments. An Individual Class Payment shall be made to each Participating Class Member. Individual Class

1 Payments shall be calculated by (a) dividing the NSA by the total number of
2 Workweeks collectively worked by all Participating Class Members during
3 the Class Period, and (b) multiplying the result by number of Workweeks
4 worked by each individual Participating Class Member. One day worked in
a given Workweek will be credited as a Workweek for purposes of this
calculation. Therefore, the value of each Individual Class Payment ties
directly to the amount of Class Period Workweeks that he or she worked.

5 **4.3.2 Effect of Non-Participating Class Members on Calculation of**
6 **Individual Class Payments.** Non-Participating Class Members will not
7 receive an Individual Class Payment. The Settlement Administrator will
allocate amounts equal to their Individual Class Payments in the NSA for
distribution to Participating Class Members on a pro rata basis.

8 **4.3.3 Tax Allocation of Individual Class Payments.** Individual Class Payments
9 to the Participating Class Members shall be apportioned as follows: 20% as
10 payment for alleged unpaid wages, 40% as alleged unpaid interest, and 40%
11 as alleged civil and statutory penalties. The Settlement Administrator will
12 issue IRS W-2 Forms for alleged unpaid wages, and IRS 1099 Forms will
be issued for alleged unpaid interest and alleged civil and statutory
penalties. Plaintiff and each Participating Class Member bear the full
responsibility for payment of any taxes or withholdings that are found to be
owed from the Individual Class Payments.

13 **5. SETTLEMENT FUNDING AND PAYMENTS**

14 **5.1 Wiring Instructions.** As soon as practicable and no later than three (3) business
15 days following the Effective Date, the Settlement Administrator shall provide to
16 Defendant complete wiring instructions for the GSA, including, without limitation,
the name of the account, name of the bank, routing number, and bank account
number or such other pertinent information Defendant requires in order to
effectuate payment in accordance with the terms of the Agreement.

17 **5.2 Funding the GSA.** Defendant shall fund the GSA by transmitting the sum into an
18 escrow account to be established by the Settlement Administrator (the "Escrow
Account"). Defendant shall fund the GSA in two (2) installments as follows:

19 **5.2.1 First Installment Payment.** Defendant shall transmit its first payment
20 in the amount of Seven Hundred Seventy Five Thousand dollars and
21 Zero cents (\$775,000.00) into the Escrow Account no later than
thirty (30) days after the Effective Date of this Agreement.

22 **5.2.2 Second Installment Payment.** Defendant shall transmit its second
23 payment in the amount of Seven Hundred Seventy Five Thousand
dollars and Zero cents (\$775,000.00) into the Escrow Account no
later ninety (90) calendar days after the date of Defendant's First
24 Installment Payment.

25 **5.3 Condition Precedent to Funding Settlement.** Defendant shall transmit to the
26 Settlement Administrator the GSA as detailed in Paragraph 5.2 of the Agreement,
provided that counsel for Defendant has received complete wiring instructions from
the Settlement Administrator as set forth in Section 5.1 herein.

27 **5.4 No Further Obligations After Funding Settlement.** Defendant shall be deemed
28 to have fully met its payment obligations under this Agreement upon transfer

and/or deposit of the full GSA amount, and shall assume no responsibility for the security or distribution of settlement funds following transfer and/or deposit of the GSA. Defendant shall have no further obligations under this Agreement after transferring the GSA to the Settlement Administrator. Nor will the payment of Individual Class Payments and Individual PAGA Payments obligate Defendant to confer any additional benefits or make any additional payments to Settlement Group Members (such as 401(k) contributions or bonuses).

5.5 Payment to Settlement Group Members. Within fourteen (14) calendar days after Defendant transmits its Second Installment Payment, the Settlement Administrator will mail checks for (i) all Individual Class Payments, and (ii) all Individual PAGA Payments. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered).

5.5.1 First Class U.S. Mailing of Settlement Checks. The Settlement Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Settlement Group Members via First Class U.S. Mail, postage prepaid.

5.5.2 Address Search. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Settlement Administrator must conduct an address search for all other Settlement Group Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Settlement Administrator need not take further steps to deliver checks to Settlement Group Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Settlement Group Member whose original check was lost or misplaced, and which was requested by the Settlement Group Member prior to the void date.

5.5.3 Void Date. The face of each check shall prominently state the date when the check will be voided, which will be one-hundred and eighty (180) calendar days after the date of mailing ("Void Date"). The Settlement Administrator will cancel all checks not cashed by the void date.

5.5.4 Cy Pres Recipient. For any Settlement Group Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to Centro Legal De La Raza, consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.6 Payment to Settlement Administrator. Within fourteen (14) calendar days after Defendant fully funds the GSA, the Settlement Administrator will make the Settlement Administration Payment.

1 **5.7 Payment to LWDA.** Within fourteen (14) calendar days after Defendant fully
2 funds the GSA, the Settlement Administrator will make the LWDA Payment.

3 **5.8 Payment to Plaintiff and Class Counsel.** Within twenty-one (21) calendar days
4 after Defendant full funds the GSA, the Settlement Administrator will mail checks
5 for (i) Class Counsel Fee Payment, (ii) the Class Counsel Expense Payment and
6 (iii) the Class Representative Service Payment. Disbursement of the Class Counsel
7 Fee Payment, the Class Counsel Expense Payment and the Class Representative
8 Service Payment shall not precede disbursement of Individual Class Payments or
9 Individual PAGA Payments.

10 **6. RELEASES OF CLAIMS**

11 **6.1 Plaintiff's Release.** In exchange for the consideration provided by Defendant under
12 this Agreement, Plaintiff and her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, irrevocably and unconditionally releases, acquits, and forever discharges
15 the Released Parties from any and all claims, demands, rights, liabilities and causes
16 of action including, but not limited to: (a) all claims that were, or reasonably could
17 have been, alleged, based on the facts contained in the Action; and (b) all PAGA
18 claims that were, or reasonably could have been, alleged based on facts contained
19 in the Operative Complaint or Plaintiff's PAGA Notice ("Plaintiff's Release").
20 Plaintiff's Release does not extend to any claims or actions to enforce this
21 Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits that arose at any
23 time, or based on occurrences outside the Class Period, or any claims which cannot
24 be released as a matter of law. Plaintiff acknowledges that Plaintiff may discover
25 facts or law different from, or in addition to, the facts or law that Plaintiff now
26 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
27 be and remain effective in all respects, notwithstanding such different or additional
28 facts or Plaintiff's discovery of them.

17 **6.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** Plaintiff
18 understands and expressly agrees that the general release set forth herein includes a
19 general release of all claims and a waiver of rights under Code of Civil Procedure
20 Section 1542, including but not limited to Plaintiff's Release, and a release of any
21 and all claims under the Age Discrimination in Employment Act, the Americans
22 with Disabilities Act, the Family Medical Leave Act, Title VII of the Civil Rights
23 Act, the California Fair Employment and Housing Act and the California Family
24 Rights Act. Plaintiff shall also waive the right to participate in, or to receive
25 recovery from, any other representative action, collective action, class action or
26 PAGA action brought by any other employee against Defendant. Plaintiff, on her
27 behalf and on behalf of her spouse, heirs, successors and assigns, understands and
28 expressly waives the benefits of California Civil Code § 1542 and agrees that this
Agreement extends to all of her claims against Defendant and the Released Parties,
regardless of nature or kind, whether known or unknown, suspected or
unsuspected, vested or contingent, whether in tort, contract, equity, or otherwise,
for violation of any federal, state or local statute, rule, ordinance or regulation,
arising from or attributable to any incident or event, occurring in whole or in part,
on or before the Parties' execution of this Settlement Agreement, including but not
limited to all claims arising out of, based upon, or relating to Plaintiff's
employment with Defendant or the remuneration for, or termination of, such
employment, and that any and all rights granted under any state or federal law or
regulation limiting the effect of this Agreement, including the provisions of Section
1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Plaintiff's release includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Defendant and the Released Parties, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which she does not know or suspect to exist in her favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. This release excludes any release of any claims not permitted to be released by law.

6.3 Participating Class Members' Release. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims that were alleged, or reasonably could have been alleged in the Action, based on the allegations stated in the Operative Complaint and ascertained in the course of the Action.

6.4 Aggrieved Employees' Release. All Aggrieved Employees (including all Non-Participating Class Members who qualify as Aggrieved Employees), and Plaintiff, as agent and proxy of the LWDA and the state of California, irrevocably and unconditionally release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

7. MOTION FOR PRELIMINARY APPROVAL

7.1 Class Counsel's Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including:

7.1.1 A draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2);

7.1.2 A draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;

7.1.3 A signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;

1 **7.1.4** A signed declaration from Class Counsel attesting to its competency to
2 represent the Class Members; its timely transmission to the LWDA of all
3 necessary PAGA documents; and all facts relevant to any actual or potential
4 conflict of interest with Class Members, the Settlement Administrator
5 and/or the Cy Pres Recipient.

6 **7.2 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly
7 responsible for expeditiously finalizing and filing the Motion for Preliminary
8 Approval; obtaining a prompt hearing date for the Motion for Preliminary
9 Approval; and for appearing in Court to advocate in favor of the Motion for
10 Preliminary Approval.

11 **7.3 Submission to Settlement Administrator.** Class Counsel is responsible for
12 delivering the Court's Preliminary Approval Order to the Settlement Administrator.

13 **7.4 Submissions to LWDA:** Class Counsel shall submit a copy of this Agreement to
14 the LWDA at the same time it is submitted to the Court in accordance with the
15 requirements set forth in Section 2699(1)(2). Class Counsel shall also be
16 responsible for submitting to the LWDA a copy of the Court's judgment and any
17 other orders that award or deny civil penalties to the LWDA.

18 **7.5 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion
19 for Preliminary Approval and/or the supporting declarations and documents, Class
20 Counsel and Defense Counsel will expeditiously work together on behalf of the
21 Parties by meeting in person or by telephone, and in good faith, to resolve the
22 disagreement. If the Court does not grant Preliminary Approval or conditions
23 Preliminary Approval on any material change to this Agreement, Class Counsel
24 and Defense Counsel will expeditiously work together on behalf of the Parties by
25 meeting in person or by telephone, and in good faith, to modify the Agreement and
26 otherwise satisfy the Court's concerns.

27 **8. SETTLEMENT ADMINISTRATION**

28 **8.1 Settlement Administrator.** The Parties agree to use Simpluris, Inc. to serve as the
Settlement Administrator to administer the Settlement. All of the Settlement
Administrator's costs and fees shall be paid from the Settlement Administration
Payment, not to exceed Ten Thousand dollars and Zero cents (\$10,000.00) and
subject to Court approval. The Parties and their Counsel represent that they have no
interest or relationship, financial or otherwise, with the Settlement Administrator
other than a professional relationship arising out of prior experiences administering
settlements.

8.2 Class Data: No later than fifteen (15) calendar days after the Court grants
Preliminary Approval of the Settlement, Defendant will deliver the Class Data to
the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. The
Parties and their counsel will expeditiously use best efforts, in good faith, to
reconstruct or otherwise resolve any issues related to missing or omitted Class
Data.

8.3 Maintaining Employee Privacy. To protect employee privacy rights, the
Settlement Administrator must maintain the Class Data in confidence, use the Class
Data only for purposes of this Settlement and for no other purpose, and restrict
access to the Class Data to Settlement Administrator employees who need access to
the Class Data to effect and perform under this Agreement.

1 **8.4 Class Notice.** No later than three (3) business days after receipt of the Class Data,
2 the Administrator shall notify Class Counsel and Defense Counsel that the data has
3 been received and state the number of Class Members, Aggrieved Employees,
4 Workweeks, and Pay Periods in the Class Data.

5 **8.4.1 Mailing Notices.** Using best efforts to perform as soon as possible, and in
6 no event later than fourteen (14) calendar days after receiving the Class
7 Data, the Settlement Administrator will mail the Class Notice to all Class
8 Members and Aggrieved Employees identified in the Class Data, via first-
9 class United States Postal Service ("USPS") mail, with Spanish translation,
10 substantially in the form attached to this Agreement as **Exhibit A**. Before
11 mailing Class Notices, the Settlement Administrator shall update Class
12 Member and Aggrieved Employee mailing addresses using the National
13 Change of Address database.

14 **8.4.2 Re-Mailing Undeliverable Notices.** Not later than three (3) business days
15 after the Settlement Administrator's receipt of any Class Notice returned by
16 the USPS as undelivered, the Settlement Administrator shall re-mail the
17 Class Notice using any forwarding address provided by the USPS. If the
18 USPS does not provide a forwarding address, the Settlement Administrator
19 shall conduct an address search, and re-mail the Class Notice to the most
20 current address obtained. The Settlement Administrator has no obligation to
21 make further attempts to locate or send Class Notices that are returned by
22 the USPS a second time.

23 **8.4.3 Extended Response Deadline for Re-Mailed Notices.** The deadlines for
24 Class Members' written objections, Challenges to Workweeks and/or Pay
25 Periods, and Requests for Exclusion will be extended an additional fourteen
26 (14) calendar days beyond the sixty (60) calendar days otherwise provided
27 in the Class Notice for all Class Members whose notice is re-mailed. The
28 Settlement Administrator will inform the Class Member of the extended
deadline with the re-mailed Class Notice.

8.4.4 Later-Identified Class Members and/or Aggrieved Employees. If the
Settlement Administrator, Defense Counsel or Class Counsel is contacted
by or otherwise discovers any persons who believe they should have been
included in the Class Data and should have received Class Notice, the
Parties will expeditiously meet and confer in person or by telephone, and in
good faith, in an effort to agree on whether to include them as a Class
Member and/or Aggrieved Employee. If the Parties agree, such persons will
be entitled to the same rights as other Class Members and Aggrieved
Employees, and the Administrator will send, via email or overnight
delivery, a Class Notice requiring them to exercise options under this
Agreement not later than fourteen (14) days after receipt of Class Notice, or
the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs). Class Members who wish to exclude
themselves (opt-out of) the Class Settlement must send the Settlement
Administrator, by fax, email, or mail, a signed written Request for Exclusion not
later than sixty (60) calendar days after the Settlement Administrator mails the
Class Notice (plus an additional 14 calendar days for Class Members whose Class
Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
his/her representative that reasonably communicates the Class Member's election
to be excluded from the Settlement and includes the Class Member's name, address

and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.1 Participating Class Members. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.2 Non-Participating Class Members. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

8.5.3 Non-Participating Class Members Who are Aggrieved Employees. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Workweek or Pay Period Calculations. Each Class Member or Aggrieved Employee shall have sixty (60) calendar days after the Settlement Administrator mails Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and/or PAGA Periods Pay Periods (if any) allocated to them in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is authorized to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

8.7 Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fee Payment, Class Counsel Expense Payment and/or Class Representative Service Payment.

8.7.1 Rights of Participating Class Members. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than sixty (60) calendar days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

1 **8.7.2 Rights of Non-Participating Class Members.** Non-Participating Class
2 Members have no right to object to any of the class action components of
3 the Settlement.

4 **8.8 Qualified Settlement Fund ("QSF").** The Settlement Administrator shall establish
5 a Qualified Settlement Fund ("QSF") for the benefit of the Settlement Group
6 Members and from which all payments under this Agreement shall be paid. The
7 Settlement Administrator shall have its own Employer Identification Number under
8 IRS Form W-9 and shall use its own Employer Identification Number and shall
9 transmit the required employers' and employees' share of the withholdings, if any,
10 to the appropriate state and federal tax authorities. The Settlement Administrator
11 shall establish a settlement fund that meets the requirements of a QSF under U.S.
12 Treasury Regulation section 468B-1 and section 468B of the Internal Revenue
13 Code of 1986, as amended (the "Code"). The QSF shall be an interest-bearing
14 account at a federally insured bank that is mutually acceptable to the Parties and the
15 Settlement Administrator.

16 **8.8.1 QSF Administration.** The Settlement Administrator shall: (1) open and
17 administer the QSF in such a manner as to qualify and maintain the
18 qualification of the QSF as a "Qualified Settlement Fund" under Section
19 468B of the Code and Treas. Reg. Section 1.468B-1; (2) satisfy all federal,
20 state, and local income and other tax reporting, return, and filing
21 requirements with respect to Defendant and the QSF and any interest or
22 other income earned by the QSF; and (3) satisfy out of the QSF all (i) taxes
23 (including any estimated taxes, interest, or penalties) with respect to the
24 interest or other income earned by the QSF, and (ii) fees, expenses, and
25 costs incurred in connection with the opening and administration of the QSF
26 and the performance of its duties and functions as described in this
27 Agreement. The aforementioned taxes, fees, costs, and expenses shall be
28 treated as, and included in, the costs of administering the QSF and as
29 Settlement Administration Costs.

30 **8.8.2 Tax Reporting.** The Settlement Administrator shall provide copies to
31 Defendant of any federal, state, and local income or other tax reporting,
32 return, and filing prepared on Defendant's behalf. The Parties agree to
33 cooperate with the Settlement Administrator and one another to the extent
34 reasonably necessary to carry out the provisions of this Section. The
35 Settlement Administrator shall be treated as an "administrator" as defined at
36 Treasury Regulation section 1.468B-2(k) for purposes of federal and state
37 income tax reporting with respect to the distributions and payments made
38 under this Agreement. Accordingly, Forms 1099 will be distributed by the
39 Settlement Administrator at times and in the manner required by the Code
40 and consistent with this Agreement. If the Code, the regulations
41 promulgated thereunder, or other applicable tax law, is changed after the
42 date of this Agreement, the processes set forth in this section may be
43 modified in a manner to comply with any such changes.

44 **8.9 Settlement Administrator Duties.** The Settlement Administrator has a duty to
45 perform or observe all tasks to be performed or observed by the Settlement
46 Administrator contained in this Agreement or otherwise.

47 **8.9.1 Email Address and Toll-Free Number.** The Settlement Administrator will
48 establish, maintain and monitor an email address and a toll-free telephone
49 number to receive calls and emails from Class Members and Aggrieved
50 Employees.

1 **8.9.2 Requests for Exclusion (Opt-outs) and Exclusion List.** The Settlement
2 Administrator will promptly review on a rolling basis Requests for
3 Exclusion to ascertain their validity. Not later than five (5) calendar days
4 after the expiration of the deadline for submitting Requests for Exclusion,
5 the Settlement Administrator shall email a list to Class Counsel and Defense
6 Counsel containing (a) the names and other identifying information of Class
Members who have timely submitted valid Requests for Exclusion
7 (“Exclusion List”); (b) the names and other identifying information of Class
8 Members who have submitted invalid Requests for Exclusion; and (c)
9 copies of all Requests for Exclusion from Settlement submitted (whether
10 valid or invalid).

11 **8.9.3 Weekly Reports.** The Settlement Administrator must, on a weekly basis,
12 provide written reports to Class Counsel and Defense Counsel that, among
13 other things, tally the number of: Class Notices mailed or re-mailed, Class
14 Notices returned undelivered, Requests for Exclusion (whether valid or
15 invalid) received, objections received, challenges to Workweeks and/or Pay
16 Periods received and/or resolved, and checks mailed for Individual Class
17 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
18 Reports must include the Settlement Administrator’s assessment of the
19 validity of Requests for Exclusion and attach copies of all Requests for
20 Exclusion and objections received.

21 **8.9.4 Settlement Administrator’s Declaration.** Not later than fourteen (14)
22 calendar days before the date by which Plaintiff is required to file the
23 Motion for Final Approval of the Settlement, the Settlement Administrator
24 will provide to Class Counsel and Defense Counsel, a signed declaration
25 suitable for filing in Court attesting to its due diligence and compliance with
26 all of its obligations under this Agreement, including, but not limited to, its
27 mailing of Class Notice, the Class Notices returned as undelivered, the re-
28 mailing of Class Notices, attempts to locate Class Members, the total
number of Requests for Exclusion from Settlement it received (both valid or
invalid), the number of written objections and attach the Exclusion List. The
Settlement Administrator will supplement its declaration as needed or
requested by the Parties and/or the Court. Class Counsel is responsible for
filing the Administrator’s declaration(s) in Court.

19 **9. MOTION FOR FINAL APPROVAL**

20 **9.1 Final Approval Papers.** Not later than sixteen (16) court days before the
21 calendared Final Approval Hearing, Class Counsel will file in Court, a motion for
22 final approval of the Settlement that includes a request for approval of the PAGA
23 settlement under Labor Code section 2699, subd. (l); a proposed Final Approval
24 Order; and a proposed Judgment (collectively “Motion for Final Approval”). Class
25 Counsel shall provide drafts of these documents to Defense Counsel no later than
seven (7) court days prior to filing the Motion for Final Approval. Class Counsel
and Defense Counsel will expeditiously meet and confer in person or by telephone,
and in good faith, to resolve any disagreements concerning the Motion for Final
Approval.

26 **9.2 Response to Objections.** Each Party retains the right to respond to any objection
27 raised by a Participating Class Member, including the right to file responsive
28 documents in Court no later than five (5) court days prior to the Final Approval
Hearing, or as otherwise ordered or accepted by the Court.

- 1 **9.3 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement, the Parties will expeditiously
3 work together in good faith to address the Court's concerns by revising the
4 Agreement as necessary to obtain Final Approval. The Court's decision to award
5 less than the amounts requested for the Class Representative Service Payment,
6 Class Counsel Fee Payment, Class Counsel Expense Payment and/or Settlement
7 Administrator Payment shall not constitute a material modification to the
8 Agreement.
- 9 **9.4 Continuing Jurisdiction of the Court.** The Parties agree that, after entry of
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
11 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
12 addressing settlement administration matters, and (iii) addressing such post-
13 Judgment matters as are permitted by law.
- 14 **9.5 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
15 and conditions of this Agreement, specifically including the Class Counsel Fee
16 Payment and Class Counsel Expense Payment set forth in this Agreement, the
17 Parties, their respective counsel, and all Participating Class Members who did not
18 object to the Settlement as provided in this Agreement, waive all rights to appeal
19 from the Judgment, including all rights to post-judgment and appellate proceedings,
20 the right to file motions to vacate judgment, motions for new trial, extraordinary
21 writs, and appeals. The waiver of appeal does not include any waiver of the right to
22 oppose such motions, writs or appeals. If an objector appeals the Judgment, the
23 Parties' obligations to perform under this Agreement will be suspended until such
24 time as the appeal is finally resolved and the Judgment becomes final, except as to
25 matters that do not affect the amount of the Net Settlement Amount.
- 26 **9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.**
27 If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
28 requires a material modification of this Agreement, this Agreement shall be null
29 and void. The Parties shall nevertheless expeditiously work together in good faith
30 to address the appellate court's concerns and to obtain Final Approval and entry of
31 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
32 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
33 modify the Court's award of the Class Representative Service Payment or any
34 payments to Class Counsel shall not constitute a material modification of the
35 Judgment, as long as the Gross Settlement Amount remains unchanged.

36 **10. ADDITIONAL PROVISIONS**

- 37 **10.1 Confidentiality.** Plaintiff, Class Counsel, Defendant and Defense Counsel agree
38 that, until the Motion for Preliminary Approval of Settlement is filed, they and each
39 of them will not disclose, disseminate and/or publicize, and will use their best
40 efforts to not cause or permit another person to disclose, disseminate or publicize,
41 any of the terms of the Agreement directly or indirectly, specifically or generally,
42 to any person, corporation, association, government agency, or other entity except:
43 (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
44 to keep this Agreement confidential; (2) to the extent necessary to report income to
45 appropriate taxing authorities; (3) to comply with disclosure obligations under
46 applicable securities laws; (4) in response to a court order or subpoena; or (5) in
47 response to an inquiry or subpoena issued by a state or federal government agency.
48 Each Party agrees to immediately notify each other Party of any judicial or agency
49 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
50 Defendant and Defense Counsel separately agree not to, directly or indirectly,

1 initiate any conversation or other communication, before the filing of the Motion
2 for Preliminary Approval, any with third party regarding this Agreement or the
3 matters giving rise to this Agreement except to respond only that "the matter was
4 resolved," or words to that effect. This paragraph does not restrict Class Counsel's
5 obligation to provide any documents or information to the LWDA or to
6 communicate with Class Members or Aggrieved Employees with respect to the
7 Settlement.

8 **10.2 No Public Statements.** The Parties agree and acknowledge that neither Plaintiff,
9 Defendant, nor their respective counsel will make any public statements (including
10 on Class Counsel's website) or issue any press releases/comment to the press
11 concerning this Settlement.

12 **10.3 No Solicitation.** The Parties agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the
14 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
15 construed to restrict Class Counsel's ability to communicate with Class Members in
16 accordance with Class Counsel's ethical obligations owed to Class Members.

17 **10.4 No Disparagement.** Plaintiff agrees not to make any disparaging comments about
18 Defendant or the Released Parties to any other person, firm or entity of any type or
19 to otherwise engage in any disparaging or defamatory conduct toward Defendant or
20 the Released Parties, and hereby acknowledges that Defendant will have available
21 all rights and remedies under the law, including but not limited to, actions for libel,
22 slander, and business slander.

23 **10.5 No Admission of Liability, Class Certification or Representative**
24 **Manageability for Other Purposes.** This Agreement represents a compromise and
25 settlement of highly disputed claims. Nothing in this Agreement is intended or
26 should be construed as an admission by Defendant that any of the allegations in the
27 Action have merit or that Defendant has any liability for any claims asserted; nor
28 should it be intended or construed as an admission by Plaintiff that Defendant's
defenses in the Action have merit. The Parties agree that class certification and
representative treatment is for purposes of this Settlement only. If, for any reason,
the Court does grant Preliminary Approval, Final Approval or enter Judgment,
Defendant reserves the right to contest certification of any class for any reasons,
and Defendant reserves all available defenses to the claims in the Action, and
Plaintiff reserves the right to move for class certification on any grounds available
and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
willingness to settle the Action will have no bearing on, and will not be admissible
in connection with, any litigation (except for proceedings to enforce or effectuate
the Settlement and this Agreement).

10.6 No Inducement. The Parties acknowledge that they are entering into this
Agreement as a free and voluntary act without duress or undue pressure or
influence of any kind or nature whatsoever, and that neither Plaintiff nor Defendant
have relied on any promises, representations, or warranties regarding the subject
matter hereof other than as set forth in this Agreement.

10.7 No Prior Assignments. The Parties separately represent and warrant that they have
not directly or indirectly assigned, transferred, encumbered, or purported to assign,
transfer, or encumber to any person or entity and portion of any liability, claim,
demand, action, cause of action, or right released and discharged in this Settlement.

- 1 **10.8 Stay of Litigation.** The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement.
- 3 **10.9 Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided
4 for herein, each Party shall bear her or its own attorneys' fees, costs and expenses.
5 In any suit or court action to enforce the terms of this Agreement, the prevailing
6 party shall be entitled to recover attorneys' fees and costs.
- 7 **10.10 Attorney Authorization.** Class Counsel and Defense Counsel separately warrant
8 and represent that they are authorized by Plaintiff and Defendant, respectively, to
9 take all appropriate action required or permitted to be taken by such Parties
10 pursuant to this Agreement to effectuate its terms, and to execute any other
11 documents reasonably required to effectuate the terms of this Agreement including
12 any amendments to this Agreement.
- 13 **10.11 Escalator Clause.** Defendant represents that there are 76,756 Class Member
14 workweeks during the period from October 20, 2016 to February 27, 2024. Should
15 the number of Class Member workweeks increase beyond 5% worked during the
16 Class Release Period (i.e. beyond 80,594 workweeks), Defendant shall increase the
17 Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the
18 number of workweeks worked by the Class Members above 5% (e.g., if the number
19 of workweeks increases by 6% to 81,362 workweeks, the Gross Settlement Amount
20 will increase by 1%).
- 21 **10.12 Defendant's Right to Withdraw.** Defendant has the right in its sole and exclusive
22 discretion to terminate and withdraw from the Settlement at any time prior to the
23 date the Court enters Final Approval of this Settlement if 8% or more of Class
24 Members timely and validly opt out of the Settlement or if the Court fails to
25 approve material terms of the settlement, including the scope of the release.
26 Defendant must make such election within fifteen (15) business days of being
27 notified by the Settlement Administrator of an 8% or greater opt-out rate or the
28 Court's denial of the settlement with prejudice. If Defendant exercises its right to
29 terminate or withdraw from this Settlement, it must pay for any Settlement
30 Administration costs incurred prior to such termination/withdrawal.
- 31 **10.13 No Tax or Legal Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense
32 Counsel are providing any advice regarding taxes or taxability, nor shall anything
33 in this Settlement be relied upon as such within the meaning of United States
34 Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. It is
35 understood and agreed that neither Party nor their respective counsel are making
36 representations regarding tax obligations or consequences, if any, related to this
37 Agreement, and that Settlement Group Members will assume any such tax
38 obligations or consequences that may arise from this Agreement, and that
39 Settlement Group Members shall not seek any indemnification from the Parties or
40 their counsel or any of the Released Parties in this regard. The Parties agree that, in
41 the event that any taxing body determines that additional taxes are due from any
42 Settlement Group Members, such Settlement Group Members assume all
43 responsibility for the payment of such taxes. Plaintiff and the Settlement Group
44 Members should consult with their tax advisors concerning the tax consequences of
45 their Individual Class Payment, Individual PAGA Payment and/or Class
46 Representative Payment they receive pursuant to this Agreement.
- 47 **10.14 Headings.** The descriptive heading of any section or paragraph of this Agreement
48 is inserted for convenience of reference only and does not constitute a part of this
49 Agreement.

- 1 **10.15 Modification of Agreement.** This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.
- 4 **10.16 Agreement Binding on Successors.** This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.
- 6 **10.17 Applicable Law.** All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of
8 California, without regard to conflict of law principles.
- 9 **10.18 Cooperation in Drafting.** The Parties have each cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any
11 Party on the basis that the Party was the drafter or participated in the drafting.
- 12 **10.19 Integrated Agreement.** Upon execution by all Parties and their counsel, this
13 Agreement together with its attached exhibits shall constitute the entire agreement
14 between the Parties relating to the Settlement, superseding any and all oral
15 representations, warranties, covenants, or inducements made to or by any Party.
- 16 **10.20 Execution in Counterpart.** This Agreement may be executed in one or more
17 counterparts. All executed counterparts, and each of them, will be deemed to be one
18 and the same instrument provided that counsel for the Parties will exchange
19 between themselves original signed counterparts. Facsimile, PDF, DocuSign (or
20 similar e-signature) signatures will be accepted. Any executed counterpart will be
21 admissible in evidence to prove the existence and contents of this Agreement.

22 **11. EXECUTION BY PARTIES AND COUNSEL**

23 **IN WITNESS WHEREOF,** the Parties hereto execute this Agreement and have caused this
24 Agreement to be executed by their duly authorized representatives. The date of the Agreement shall
25 be the date of the latest signature.

26 **AS TO CONTENT:**

27 DATED: 05/21/2024, 2024

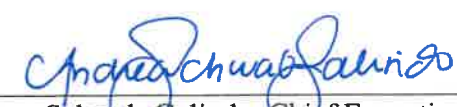
28 **PLAINTIFF**

29 
30 Electronically Signed 2024-05-21 18:31:11 UTC 05/21/2024 145
31 DocuSign Envelope ID: 9C8B5E-0057-4930-9C10-770126624

32 Cynthia Barragan, Plaintiff

33 DATED: 5/29, 2024

34 **DEFENDANT**

35 
36 Andrea Schwab-Galindo, Chief Executive Officer
37 On behalf of Tiburcio Vasquez Health Center, Inc.

1 **AGREED AS TO FORM:**

2
3 DATED: May 21, 2024

LAWYERS FOR JUSTICE, P.C.

4 By: 
5 Edwin Aiwazian
6 Vartan S. Madoyan

7
8 DATED: May 29, 2024

HANSON BRIDGETT LLP

9
10 By: 
11 Jahmal T. Davis
12 Josue R. Aparicio

Superior Court of California, County of Alameda
Cynthia Barragan v. Tiburcio Vasquez Health Center, Inc.
Case No. RG20078693

*The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued.*

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

To: All people employed by Tiburcio Vasquez Health Center, Inc., in California, as a non-exempt employee at any time from October 20, 2016 to [insert date]. **You may be eligible to receive money from an employee Class Action Settlement concerning your former or current employment with Tiburcio Vasquez Health Center, Inc. ("TVHC")** The Class Action lawsuit was filed by a former employee and seeks:

(A) **Class Payments.** Wages and penalties for a class of non-exempt employees who worked for TVHC during the **Class Period (October 20, 2016 to [insert date])** (collectively "Class Members"); and

(B) **PAGA Payments.** Civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for TVHC during the **PAGA Period (August 11, 2019 to [insert date])** (collectively "Aggrieved Employees").

PLEASE READ THIS NOTICE CAREFULLY

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

Based on TVHC's records, your individual Settlement payments are estimated to be:

- Class Payment is estimated to be \$ [] (less withholding); and
- PAGA Payment is estimated to be \$ []. (If no amount is stated for your Individual PAGA Payment, then according to TVHC's records you did not work during the PAGA Period.)

The above estimates are based on TVHC's records showing that you worked [] workweeks during the Class Period and you worked [] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 13 of this Notice for more information.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage claims against TVHC that are covered by this Settlement (“Released Claims”). Your payment will be automatically mailed to you after the Court grants final approval of the Settlement.
REQUEST TO BE EXCLUDED (“OPT-OUT”) FROM CLASS SETTLEMENT The Opt-Out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. <i>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</i> See Section 16 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. TVHC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
OBJECT The Objection Deadline is [REDACTED]	All Class Members who do not opt-out are “Participating Class Members” and can object to any aspect of the proposed Settlement. You have the right to object to the Settlement if you think the Settlement is unfair, unreasonable or inadequate by sending a written objection to the Settlement Administrator. <i>You cannot object to any portion of the proposed Settlement if you requested to be excluded.</i> See Section 18 of this Notice for more information.
UPDATE YOUR MAILING ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct mailing address. See Section 10 of this Notice for more information.
CHALLENGE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS The Challenge Deadline is [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to TVHC’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED].
PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For [REDACTED]	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform.

TVHC WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.

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BASIC INFORMATION

1. **What Is This Lawsuit About?**

This Lawsuit accuses TVHC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

TVHC strongly denies all allegations of the Lawsuit and contends it complied with all applicable California laws. The Settlement is not an admission that TVHC did anything wrong or an indication any law was violated.

2. **What Is A Class Action?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Cynthia Barragan) sue on behalf of themselves and other people who may have similar claims. The group of people with similar claims are referred to collectively as a “Class.” Each person covered by the Class definition is a “Class Member.” One court resolves the issues for all Class Members, except those who ask to be excluded from the Class.

3. **Why Is There A Settlement?**

The Court did not decide in favor of Plaintiff or TVHC. The Parties hired an experienced, neutral mediator to resolve the Lawsuit by negotiating an to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiff and TVHC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TVHC does not admit any violations or concede the merit of any claims.

Cynthia Barragan, who was appointed the Class Representative, and her attorneys, believe the Settlement is fair, reasonable and adequate considering the strength of the claims and the risks and uncertainties of continued litigation.

4. **Who Are The Parties In This Lawsuit?**

Plaintiff Cynthia Barragan was employed by Tiburcio Vasquez Health Center, Inc. as a non-exempt employee.

Defendant Tiburcio Vasquez Health Center, Inc. was Plaintiff’s former employer.

5. Who Are The Attorneys For The Parties?

Attorneys for Plaintiff and the Class

LAWYERS *for* JUSTICE, PC
EDWIN AIWAZIAN, SBN 232943
VARTAN S. MADOYAN, SBN 279015
410 West Arden Avenue, Suite 203
Glendale, California 91203

Attorneys for Defendant

HANSON BRIDGETT LLP

JAHMAL T. DAVIS, SBN 191504
jdavis@hansonbridgett.com
JOSUE R. APARICIO, SBN 322750
japaricio@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, California 94105

IMPORTANT TERMS OF THE SETTLEMENT

6. What Is The Settlement Amount?

Gross Settlement Amount. TVHC agreed to pay a maximum amount of no more than One Million Five Hundred and Fifty Thousand dollars (\$1,550,000.00) to fully and finally resolve all claims alleged in the Lawsuit (referred to as the “Gross Settlement Amount” or “GSA”). The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, TVHC will deposit the GSA into a Qualified Settlement Account. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement and/or the Judgment is appealed.

Court Approved Deductions From GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to [insert] (1/3 of the GSA) to Class Counsel for attorneys’ fees and up to [insert] for their litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.

B. Up to **\$10,000** to Plaintiff as a Class Representative Award for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and Individual PAGA Payment.

C. Up to **\$10,000** to the Administrator for services administering the Settlement.

D. Up to **\$200,000.00** for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed To Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (referred to as the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Administrator. The Court has appointed a neutral company, Simpluris (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 22 of this Notice.

7. How Will The Administrator Calculate My Payment?

- A. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the NSA by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$200,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

8. What Am I Giving Up In Exchange For My Payment?

- A. **Participating Class Members’ Release.** After the Judgment is final and TVHC has fully funded the GSA, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement against the Released Parties. The “Released Parties” means Defendant Tiburcio Vasquez Health Center, Inc., and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TVHC or the Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint and ascertained in the course of the Action.

- B. **Aggrieved Employees' PAGA Release.** All Aggrieved Employees (including all Non-Participating Class Members who qualify as Aggrieved Employees), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

HOW TO GET A SETTLEMENT PAYMENT

9. **How Can I Get My Settlement Payment?**

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you updated your address with the Administrator.

10. **What If I Change My Address?**

You should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep the Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.

11. **How Long Do I Get To Cash My Settlement Payment?**

No more than **180 calendar days** after date of mailing. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization.

12. **What If I Lose My Settlement Check**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

13. **What My Number Of Workweeks Or Pay Periods Is Wrong?**

The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TVHC's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 22 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs and/or other records. The Administrator will accept TVHC's calculation of Workweeks and/or Pay Periods based on TVHC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TVHC's Counsel. The Administrator's decision is final.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I Exclude Myself From The Class Portion Settlement?

Yes. If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the class portion of the Settlement for other reasons, you have the option to exclude yourself (that is, "opt out" of the Settlement).

An Excluded Class Member (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, but will preserve his or her rights to personally pursue wage and hour claims against TVHC.

15. Can I Exclude Myself From The PAGA Portion Settlement?

No. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against TVHC based on the PAGA Period facts alleged in the Lawsuit.

16. How Do I Exclude Myself From The Settlement?

To opt out and exclude yourself from the Class Action Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting exclusion. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

It must be addressed to the Administrator and **postmarked on or before** [REDACTED]. Requests for exclusion postmarked after this date may be disregarded.

OBJECTING TO THE SETTLEMENT

17. Can I Object If I Do Not Think The Settlement Is Fair?

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.

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

18. How Do I Object To The Settlement?

Only Participating Class Members have the right to object to the Settlement. If you do not think the Settlement is fair, you can object to the Settlement to advise the Court that you do not agree with the Settlement or some part of it.

To object, you must state what your objection(s) are to the Settlement, and include the case name and number: *Cynthia Barragan v. Tiburcio Vasquez Health Center, Inc., et al.*, Case No. RG20078693. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. It must be addressed to the Administrator and **postmarked on or before** [REDACTED].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 19 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 23 of the Superior Court of California, County of Alameda, Rene C. Davidson Courthouse, located at 1225 Fallon Street Oakland, CA 94612, on [REDACTED] 2024, at [REDACTED] a.m./p.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I Need To Attend The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to attend at your own expense. You may also hire and pay your own lawyer to attend.

21. May I Speak At The Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Who May I Contact If I Have Questions About The Settlement?

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

For more information or if you have specific questions, please contact the attorneys for Plaintiff and the Class, or the Settlement Administrator.

Attorneys for Plaintiff and the Class:

LAWYERS *for* JUSTICE, PC
EDWIN AIWAZIAN, SBN 232943
VARTAN S. MADOYAN, SBN 279015
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Settlement Administrator:

Simpluris

[email address]

[phone number]

[mailing address]

