

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement”) is made by and between Plaintiff JUSTIN CARINO (“Plaintiff”), on behalf of himself, his agents, representatives, assigns, heirs, executors, beneficiaries, trustees, and the “Settlement Class” defined below; and Defendants ADVENTIST HEALTH SYSTEMS/WEST and ADVENTIST HEALTH DELANO DBA DELANO REGIONAL MEDICAL CENTER (collectively, “Defendant”). Defendant, Plaintiff, and the Settlement Class are referred to herein as the “Parties.” This Settlement Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement provides for the settlement of claims on behalf of the Settlement Class, as described further herein.

1. THE INSTANT ACTION.

1.1. Background and Procedural History.

Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”) on September 30, 2020, and an amended notice on October 5, 2020, pursuant to Labor Code § 2698 et seq. (“PAGA”), to give notice of his claims under the Labor Code (the “PAGA letter”). On December 8, 2020, Plaintiff filed a wage and hour putative class action in Kern County Superior Court, Case No. BCV-20-102879, against Defendant (Plaintiff and Defendant are collectively the “Parties”) alleging the following claims: (1) Failure to pay overtime wages under Labor Code §§ 510, 1194 and the applicable Wage Order(s); (2) failure to pay premiums for meal and rest period violations; (3) failure to furnish accurate wage statements; (4) failure to timely pay wages upon cessation of employment; (5) unfair competition; and (6) penalties pursuant to the Private Attorney General Act, Labor Code §§ 2698 et seq. On December 12, 2020, Plaintiff filed a First Amended Complaint adding Adventist Health Systems/West as a defendant and adding claims for reporting time pay violations and failure to reimburse business expenses. On December 17, 2020, Plaintiff further amended his PAGA letter to add claims for penalties for non-reimbursement of business expenses and submitted it to the LWDA. On March 1, 2021, Plaintiff filed a Second Amended Complaint to amend the PAGA claim to include his reimbursement claim.

1 Plaintiff brought his claims on behalf of the following class: **All current and former hourly-**
2 **paid non-exempt employees of Adventist Health Delano dba Delano Regional Medical Center**
3 **who work or worked for Adventist Health Delano dba Delano Regional Medical Center in**
4 **California at any time during the four years preceding the filing of Plaintiff's Complaint.**

5 On July 7, 2020, the Superior Court for the County of Kern granted final approval of a class
6 and PAGA action settlement in *Palacio v. Central California Foundation for Health dba Delano*
7 *Regional Medical Center et al.*, Kern County Superior Court Case No. BCV-18-101221. The claims
8 at issue in the Palacio settlement were released through September 13, 2019. The Parties to this Action
9 agree that the claims alleged in this action overlap with the claims that were alleged in the Palacio
10 action and released through September 13, 2019 in the Palacio settlement. Accordingly, the Parties
11 agree that the Applicable Period or Class Period is from December 8, 2016 through June 30, 2023 but
12 for the period from December 8, 2016 to September 13, 2019 the claims have already been released.

13 Defendant denies all of Plaintiff's claims and allegations in this Action. Defendant expressly
14 denies any and all charges of wrongdoing or liability arising out of the acts, omissions, facts, matters,
15 transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. Defendant
16 contends that it has complied with applicable state and federal laws, including but not limited to
17 providing paying all overtime wages owed, paying all premiums for meal and rest period violations,
18 issuing accurate, itemized wage statements, paying all reporting time pay owed, reimbursing all
19 necessary business expenses, and timely paying its non-exempt employees all wages owed upon
20 termination. Defendant also denies that it owes Plaintiff and/or the Settlement Class any additional
21 wages, damages, penalties or any other remedies. Defendant further denies that the asserted claims
22 are appropriate for class action treatment under California Code of Civil Procedure § 382 except
23 pursuant to a settlement, due to the intractable management problems and issues of individualized
24 proof that would have been associated with a class action and a class-wide trial. Defendant has
25 nevertheless considered the settlement recommendations of the Mediator, who is highly experienced
26 in employment litigation, and desires to avoid the expense and distraction of further litigation, and the
27 risks presented by evolving and uncertain legal standards. Defendants deem it desirable and beneficial
28 that the Action be settled in a manner and upon the terms and conditions set forth herein.

1 Furthermore, the Parties agree to waive Code of Civil Procedure § 384

2 **1.2. Parties' Statements and Recognition of the Benefits of the Settlement.**

3 Class Counsel has investigated the facts of the Action and Plaintiff's and Settlement Class
4 Members' claims, through formal discovery, informal disclosures between the Parties, and other
5 investigations undertaken by Plaintiff's Counsel. Furthermore, on June 22, 2023, the Parties engaged
6 in extensive arms-length negotiations and exchanges of data, documents and information in mediation
7 with mediator Hon. Howard Broadman (ret.). Following the mediation, Judge Broadman made a
8 mediator's proposal which both parties accepted on June 19, 2023, which resulted in the agreement to
9 settle the claims alleged in the lawsuit, the terms of which are set forth herein. As a result, Class
10 Counsel concluded that the Settlement Agreement is fair, reasonable and adequate and is in the best
11 interest of the Settlement Class in light of all known facts and circumstances, including the likely
12 damages, risk of significant delay, risk that the Lawsuit would not proceed on a class action basis—in
13 part because a vast number of the putative class had signed arbitration agreements with Defendant,
14 defenses asserted by Defendant, and numerous potential appellate issues.

15 Defendant denies each and all of the claims in this Lawsuit. Nevertheless, Defendant has
16 concluded that further conduct of the Lawsuit would be protracted and expensive. Defendant,
17 therefore, has determined that it is desirable and beneficial that the Lawsuit be settled in a manner and
18 upon the terms and conditions set forth in the Settlement Agreement. Neither this Settlement
19 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
20 this Settlement Agreement is, may be construed as, or may be used as, an admission, concession, or
21 indication by or against Defendant of any fault, wrongdoing or liability whatsoever

22 **2. THE INSTANT ACTION.**

23 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for himself and the
24 Settlement Class) and Defendant, by and through their respective undersigned attorneys, that: subject
25 to final approval by the Court, the Lawsuit will be finally and fully compromised, released, resolved,
26 discharged, and settled, subject to the terms and conditions of this Settlement Agreement, as follows:
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1 **2.1. Definitions.**

2 2.1.1. “Administrator” or “Settlement Administrator” means the firm of
3 Phoenix Settlement Administrators, which is the entity that has been
4 selected by Defendant and Plaintiff to provide notice of this proposed
5 class action settlement to the Settlement Class and to perform other
6 related functions to administer the settlement contemplated by this
7 Settlement Agreement as described herein.

8 2.1.2. “Administrative Costs” means the estimated reasonable cost by the
9 Administrator, including for providing Notice, various efforts to locate
10 class members, administering payment of claims on behalf of the
11 Settlement Class, and administering payments to Plaintiff and Class
12 Counsel by the Claims Administrator.

13 2.1.3. “Applicable Period” or “Class Period” shall mean the period from
14 December 8, 2016 through June 30, 2023.

15 2.1.4. “Attorneys’ Fees and Costs” refers to the fees and costs amount to be
16 paid to Class Counsel under Section 2.5(2) of this Settlement
17 Agreement.

18 2.1.5. “Claim Form” refers to the form Settlement Class Members must return
19 to the Administrator within the Notice Period in order to receive an
20 Individual Settlement Payment. The Claim Form is attached hereto as
21 **Exhibit B.**

22 2.1.6. “Class Counsel” means the attorneys representing Plaintiff in this
23 Lawsuit: Ari E. Moss, Esq., Dennis F. Moss, Esq. and Jeremy F.
24 Bollinger, Esq. of Moss Bollinger, LLP, 15300 Ventura Boulevard,
25 Suite 207, Sherman Oaks, California 91403.

26 2.1.7. “Class Data” means the following or data sufficient for the
27 Administrator to determine the following: (i) the number of Qualified
28 Work Weeks each member of the Class worked a 12-Hour Alternative

1 Workweek Schedule during the period of September 13, 2019 through
2 the end of the Class Period, (ii) the number of Qualified Work Weeks
3 each member of the Class worked a 10-Hour Alternative Workweek
4 Schedule during the period of September 13, 2019 through the end of
5 the Class Period, (iii) the number of Qualified Work Weeks each
6 member of the Class worked other than a 12-Hour or 10-Hour
7 Alternative Workweek Schedule, (iv) whether the Class Member's
8 employment by Defendant ended during the period of September 13,
9 2019 and the end of the Class Period, (v) whether the employment of
10 Class Members who worked other than a 12-Hour or 10-Hour
11 Alternative Workweek Schedule ended between May 23, 2022 and the
12 end of the Class Period, (vi) whether the employment of Class Members
13 who worked other than a 12-Hour or 10-Hour Alternative Workweek
14 Schedule ended between September 13, 2019 and May 23, 2022, (vii)
15 the number of pay periods worked by each Class Member who worked
16 a 12-Hour Alternative Workweek Schedule during the period of
17 September 13, 2022 and the end of the Class Period, (viii) the number
18 of pay periods worked by each Class Member who worked a 10-Hour
19 Alternative Workweek Schedule during the period of September 13,
20 2022 and the end of the Class Period, (ix) the number of pay periods
21 worked by each Class Member who worked other than a 12-Hour or 10-
22 Hour Alternative Workweek Schedule in which the member received a
23 meal or rest period premium during the period of between May 23, 2022
24 and the end of the Class Period, (x) the number of pay periods worked
25 by each Class Member who worked other than a 12-Hour or 10-Hour
26 Alternative Workweek Schedule in which the member received a meal
27 or rest period premium during the period of September 13, 2019 and
28 May 23, 2022.

1 2.1.8. "Complaint" means the Second Amended Complaint, which is the
2 operative complaint that was filed on March 1, 2021.

3 2.1.9. "Court" means the California Superior Court for the County of Kern,
4 where the Action is pending, and any Court-appointed referee or agent
5 of the Court or other judicial entity with jurisdiction over this matter.

6 2.1.10. "Defendant" means Adventist Health Systems/West and Adventist
7 Health Delano dba Delano Regional Medical Center.

8 2.1.11. "Effective Settlement Date" means the later of the time when either:

9 (i) Entry of a final order by the Court approving this Settlement
10 Agreement and entering final disposition with respect to the
11 Action. Except that, in the event there are written objections
12 made prior to the formal fairness hearing, or an appeal of the
13 Court's approval of the settlement taken, then the Effective
14 Settlement Date shall be the later of the following events: when
15 the period for filing any appeal, writ or other appellate
16 proceeding opposing the settlement has elapsed and the issues
17 are fully and finally resolved without remand, and without any
18 further appeal, writ or other appellate proceeding having been
19 filed; or any appeal, writ or other appellate proceeding opposing
20 the settlement has been dismissed finally and conclusively with
21 no right to pursue further remedies or relief; or any appeal, writ
22 or other appellate proceeding has upheld the Court's final order
23 with no right to pursue further remedies or relief. The
24 occurrence of the Effective Settlement Date is a prerequisite to
25 any distributions from the Settlement Fund or;

26 (ii) 30 days after Notice is provided by Plaintiff to Defendant that
27 the Court entered the order on the final approval of the
28 settlement if there are no objections and;

(iii) If the Court does not enter an Order of Final Approval; any such Order of Final Approval does not become final for any reason, or is modified in any material respect (other than a modification, reduction, or denial of Class Counsel's application for Attorneys' Fees and Costs or a modification, reduction, or denial of the application for Plaintiff's Service Award); the Effective Settlement Date does not occur; or any of the conditions set forth above do not occur, this Settlement Agreement shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

2.1.12. "Employee Payroll Taxes" means the employee portion of all applicable tax withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and withholding of federal, state, and local income taxes.

2.1.13. "Final Fairness Hearing" means the hearing to be conducted by the Court, or any other court taking jurisdiction of this matter, to determine whether to finally approve the settlement of the Action.

2.1.14. "General Release" means a release of all known and unknown claims against Defendant and Released Parties, with the exception of worker's compensation claim(s), which shall be executed by Plaintiff concurrently with the final approval of this Settlement Agreement by the Court. Plaintiff warrants that, at this time, he is unaware of any worker's compensation claims.

2.1.15. "Gross Settlement Fund" or "Gross Settlement Amount" refers to Five Hundred Fifty Thousand Dollars (\$550,000.00), which is the total and maximum amount Defendants will be required to pay under this Settlement with the sole exception that Defendant's share of the employer's payroll taxes will be paid in addition to the Gross Settlement

Amount. The Parties agree the Settlement will be paid out on a claims-made basis. The Gross Settlement Fund will be distributed in accordance with Section 2.5 of this Agreement.

2.1.16. “Lawsuit” or “Action” means *Carino v. Adventist Health Delano*, Case No. BCV-20-102879, pending in the California Superior Court for the County of Kern.

2.1.17. “Motion for Preliminary Approval” refers to the motion for preliminary approval of the settlement described herein, including any and all supporting papers.

2.1.18. “Net Settlement Fund” or “Net Settlement Amount” is the Gross Settlement Amount after the following deductions are made: (a) all Administrative Costs performed by a settlement administrator to be agreed upon by the parties (“Administrator” or “Settlement Administrator”); (b) enhancement payment to Plaintiff; (c) PAGA penalty payment to the Labor and Workforce Development Agency (“LWDA”); and (d) costs and attorneys’ fees for counsel for Plaintiff, as approved by the Court. The Net Settlement Amount will be available for Settlement Payments to the Verified Settlement Class Members (defined below).

2.1.19. “Notice of Settlement” refers to the official notice of settlement of class action, materially in the form attached hereto as **Exhibit A**.

2.1.20. “Notice Period” refers to the time period of forty-five (45) days from the first mailing date postmarked on the first Notice of Settlement mailed by the Administrator.

2.1.21. “Opt-Out Date” refers to the expiration of the Notice Period, by which time Settlement Class Members who do not wish to be part of the settlement and who are permitted to opt out of this Settlement must have

1 timely and properly opted-out of the Settlement Class as described
2 herein.

3 2.1.22. “Order Granting Preliminary Approval” refers to the Court order or
4 statement of decision granting preliminary approval to this Settlement
5 Agreement.

6 2.1.23. “Order of Final Approval” and “Final Approval” mean an order that
7 finally and unconditionally grants certification of the Settlement Class
8 for settlement purposes only, authorizes payments to the Administrator,
9 Verified Settlement Class Members, Plaintiff, California’s Labor and
10 Workforce Development Agency, and Class Counsel as provided in this
11 Agreement, and fully and finally extinguishes the Released Claims of
12 the Settlement Class as set forth herein, which the Parties shall submit
13 in a mutually agreed upon form.

14 2.1.24. “PAGA Payment” means the portion of the Gross Settlement Amount
15 to be paid to California’s Labor and Workforce Development Agency
16 (“LWDA”) and the members of the PAGA Settlement Class, which is
17 Twenty Thousand Dollars (\$20,000.00) on a 75%-25% respective ratio,
18 for the settlement and full release of any and all claims for civil penalties
19 related to the Released Claims and/or all claims for civil penalties that
20 could have been made in this Action by Plaintiff and/or any of the
21 Settlement Class Members under the California Private Attorneys
22 General Act (“PAGA”), Cal. Labor Code § 2698, et seq.

23 2.1.25. “PAGA Settlement Class Payment” means the 25% of the PAGA
24 Payment to be added to the Net Settlement Amount and distributed to
25 Verified Settlement Class Members on a pro rata basis based on the
26 number of workweeks worked by the employees in the Settlement
27 Class. The amount of the PAGA Settlement Class Payment is Five
28

Thousand Dollars (\$5,000.00) and will be added to the Net Settlement Amount.

2.1.26. "PAGA Penalty Payment" means 75% of the PAGA Payment Amount to be paid to the LWDA (\$15,000.00) from the Gross Settlement Amount.

2.1.27. "Plaintiff" means Plaintiff Justin Carino.

2.1.28. "Qualified Work Weeks" means the amount of regular earnings paid by Defendant to an individual Class Member as reflected on Defendant's payroll in an hourly, non-exempt position during the Class Period.

2.1.29. "Released Claims" means the claims released pursuant to Section 2.6 of this Settlement Agreement.

2.1.30. "Released Parties" means Adventist Health Systems/West and Adventist Health Delano dba Delano Regional Medical Center and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, members, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies, affiliated corporations, and attorneys.

2.1.31. "Reminder Card" refers to the card to be sent out by the Settlement Administrator as a reminder of the deadline to respond to the notice of settlement, materially in the form attached hereto as **Exhibit C**.

2.1.32. "Service Award" means a Court-approved sum to be paid to the Plaintiff in accordance with Section 2.5(3) of this Settlement Agreement.

2.1.33. "Settlement" means the disposition of the Action pursuant to this Agreement.

2.1.34. "Settlement Class" means all current and former hourly-paid non-exempt employees of Adventist Health Delano dba Delano Regional Medical Center who worked from September 13, 2019 through June 30,

2023, who do not submit a timely and valid opt-out / request for exclusion pursuant to Section 2.7 of this Settlement Agreement. Defendant has represented that the class as defined includes 900 persons. If the actual number of Settlement Class Members exceeds 1,035 persons, the Gross Settlement Amount shall increase on a pro rata basis.

2.1.35. "Settlement Class Member(s)" or "Class Member(s)" means the individuals in the Settlement Class.

2.1.36. "Settlement Payments" or "Individual Settlement Payments" means the amounts to be paid to individual Verified Settlement Class Members that timely submit valid Claim Forms pursuant to the terms and conditions of this Settlement Agreement.

2.1.37. "Total Qualified Work Weeks" means the total aggregate amount of Qualified Work Weeks worked by all Class Members in each subclass in an hourly paid, non-exempt position in California during the Class Period.

2.1.38. "Verified Settlement Class Member(s)" means Plaintiff and all Settlement Class Members who timely submit a valid Claim Form.

2.2. Settlement of the Lawsuit.

It is agreed by and among the Plaintiff, the Settlement Class Members and Defendant that the Lawsuit, including the Released Claims (as defined in Section 2.6), shall be settled, compromised and released as between the Plaintiff, the Settlement Class Members and Defendant, subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court, including through any Court-appointed referee or agent of the Court or other judicial entity with jurisdiction over this matter. Plaintiff will provide Defendant with drafts of the motion for preliminary approval and supporting papers before filing mutually-agreeable documents with the Court.

1 **2.3. Conditional Certification of the Classes for Settlement Purposes Only.**

2 For settlement purposes only, the Parties stipulate to conditional certification of the Classes,
3 contingent on final approval of the Settlement.

4 The Parties stipulate that Justin Carino shall be appointed as Class Representative.

5 The Parties stipulate that Moss Bollinger, LLP (attorneys Ari E. Moss, Dennis F. Moss, Jeremy
6 F. Bollinger and Jorge A. Flores) shall be appointed as Class Counsel.

7 The conditional certification of the Classes and appointment of Class Counsel and Class
8 Representative by the Court shall be binding only with respect to the settlement of this Action. In the
9 event that this Settlement Agreement is terminated pursuant to its terms or the Settlement is not
10 approved by the Court for any reason, the certification of the Classes shall be vacated, the Action shall
11 proceed as though the Classes had never been certified, and this Settlement Agreement shall be of no
12 force or effect.

13 The Parties agree that, for any non-wage and hour claim that is not alleged in Plaintiff's
14 Complaint (including any and all amendments), the statute of limitations has and will continue to run
15 on those claims and no such claims will relate back to the filing of any of the pleadings in this Lawsuit.

16 **2.4. Cancellation of Settlement Agreement.**

17 Should the settlement, or any terms therein, be modified, vacated, altered, or become otherwise
18 subject to challenge by law, including, but not limited to, any law that became effective after the
19 execution of this Settlement Agreement, so that this agreement is not approved by the Court in its
20 entirety and therefore the intent of the parties cannot be accomplished after jointly taken efforts to
21 enforce it have been exhausted, Defendant shall have the option to revoke the settlement agreement at
22 its sole discretion.

23 **2.5. Gross Settlement Fund Distribution.**

24 2.5.1. Gross Settlement Fund.

25 In consideration for settlement of the Action and the release of all Released Claims of the
26 Settlement Class Members, Defendant agrees to pay the sum of Five Hundred Fifty Thousand Dollars
27 (\$550,000.00) ("Gross Settlement Fund" or "Gross Settlement Amount") for Administrative Costs,
28 Service Award to Plaintiff, Settlement Payments, Attorneys' Fees and Costs, and the PAGA Payment

1 Amount in connection with the Settlement Class Members' claims under PAGA. The Settlement Fund
2 is to be allocated to the Administrator, Class Counsel, Plaintiff, Verified Settlement Class Members,
3 and the LWDA as described herein. In no event shall Defendant be required to pay more than the
4 Gross Settlement Amount, with the sole exception that Defendant shall pay Defendant's share of the
5 employer's payroll taxes in addition to the Gross Settlement Amount. The Parties agree that the
6 Settlement will be paid out on a claims-made basis, and that any unclaimed residue over the Settlement
7 Floor (defined below) after payment of timely and valid claims shall remain Defendant's sole and
8 exclusive property. A minimum of fifty percent (50%) of the Net Settlement Amount ("Settlement
9 Floor") will be distributed to Verified Settlement Class Members who submit a timely and valid Claim
10 Form. If the amount claimed by Verified Settlement Class Members is less than the Settlement Floor,
11 the value of the claims will be increased pro rata until the Settlement Floor is met.

12 2.5.2. Attorneys' Fees and Costs.

13 (a) The Settlement Amount is in consideration for settling this Action and in exchange for
14 the release of all Released Claims by the Settlement Class Members and the General Release of all
15 claims by Plaintiff as set forth in Section 2.6 of this Settlement Agreement. Class Counsel will apply
16 for an award of attorneys' fees in an amount up to, but not to exceed, One Hundred Ninety-Two
17 Thousand Five Hundred Dollars (\$192,500.00), which is thirty-five percent (35%) of the Gross
18 Settlement Amount, and up to Fourteen Thousand Dollars (\$14,000.00) in actual and documented
19 attorney's costs of litigation, all of which shall be paid exclusively from the Gross Settlement Amount,
20 and will compensate Class Counsel for the work already performed in the Action and the work
21 remaining to be performed in documenting the Settlement, securing Court approval of the Settlement,
22 working with the Administrator to administer the Settlement, obtaining dismissal of the Action with
23 prejudice, and defending against any appeals, as well as all associated expenses. Any reduction in the
24 fees or costs shall be distributed to the Verified Class Members.

25 (b) Class Counsel, Plaintiff, and Settlement Class Members, will not apply to the Court for
26 any payment of attorneys' fees and costs that are in addition to or in excess of the foregoing. The
27 Parties agree that, over and above the Court-approved Attorneys' Fees and Costs awarded in this
28 Lawsuit under this Settlement Agreement, each of the Parties, including all Settlement Class Members,

1 shall bear their own fees and costs, including, but not limited to, those related to the investigation,
2 filing, prosecution, or settlement of the Lawsuit; the negotiation, execution, or implementation of this
3 Settlement Agreement; and/or the process of obtaining, administering, or challenging a Certification
4 Order and/or Final Approval.

5 (c) In the event that the Court denies, modifies, or reduces Class Counsel's request for
6 Attorneys' Fees and Costs, then Plaintiff, Class Counsel, and the Settlement Class Members may not
7 seek modification or cancellation of this Agreement and will not seek, request, or demand an increase
8 in the Settlement Amount.

9 (d) If Class Counsel appeals the Court's ruling on their application for Attorneys' Fees and
10 Costs, the ruling of the appellate court (regardless of its substance) shall not constitute a material
11 alteration of a term of this Settlement Agreement.

12 (e) All claims for attorneys' fees or costs or expenses that Class Counsel, Plaintiff, and the
13 Settlement Class Members may possess against Defendant have been compromised, released and
14 resolved in this Settlement Agreement and shall not be affected by any appeal that Class Counsel may
15 file.

16 2.5.3. Plaintiff's Service Award.

17 (a) In addition to the Settlement Payment determined to be due to the Plaintiff as a Verified
18 Settlement Class Member under this Settlement Agreement, Class Counsel and Plaintiff may petition
19 the Court for a Service Award for Plaintiff, in the total amount of no more than Ten Thousand Dollars
20 (\$10,000.00). Any such petition shall be filed concurrently with Class Counsel's application for
21 Attorneys' Fees and Costs. The Parties agree that Defendant shall not oppose such award, not to
22 exceed Ten Thousand Dollars (\$10,000.00). Any Service Award approved by the Court in conjunction
23 with the Settlement shall be paid solely from the Gross Settlement Amount and shall not reduce the
24 amount of the Net Settlement Fund payable to the Verified Settlement Class Members.

25 (b) The Service Award shall be distributed by the Settlement Administrator in accordance
26 with Section 2.11 of this Settlement Agreement and shall be reported by the Administrator to state and
27 federal taxing authorities as non-wage income on IRS Form 1099. Plaintiff will be solely responsible
28 for correctly characterizing his Service Award for tax purposes and is solely responsible for paying

1 any taxes owing on the Service Award. Plaintiff agrees to assume responsibility of remitting to the
2 Internal Revenue Service and any other relevant taxing authority the amounts required by law, if any,
3 to be withheld by Defendant or the Claims Administrator from his Service Award. In addition,
4 Plaintiff shall hold Defendant harmless and indemnify and defend Defendant and Released Parties for
5 all taxes, interest, penalties, and costs incurred by Defendant or the Released Parties by any reason of
6 any claims relating to their non-withholding of taxes from the Service Award.

7 (c) In the event that the Court denies, modifies, or reduces Plaintiff's request for a Service
8 Award, Plaintiff may not seek modification or cancellation of this Settlement Agreement and will not
9 seek, request, or demand an increase in the Settlement Amount.

10 (d) Plaintiff shall receive the Service Award payment and any other payments under this
11 Settlement Agreement at the earliest possible moment after Defendant funds the Settlement pursuant
12 to Section 2.12, but no later than 15 calendar days after Defendant funds the Settlement. Such Service
13 Award is also contingent upon Plaintiff agreeing to the terms herein which include a General Release
14 as to any and all claims he may have against Defendant and the Released Parties, whether the claim is
15 known or unknown.

16 2.5.4. Settlement Administration Expenses.

17 The Parties selected Phoenix Settlement Administrators for Settlement Administration of this
18 Settlement. The Parties anticipate that the Administrator fees will be approximately Fourteen
19 Thousand Dollars (\$14,000.00) based on 1,000 Class Members. The Administrator's fees will be paid
20 out of the Gross Settlement Amount. Any savings will be distributed to the Verified Settlement Class
21 Members from the Net Settlement Fund. These costs include without limitation the mailing of notice,
22 establishing a toll-free telephone number, tracking requests for exclusion, disbursement of the Gross
23 Settlement Fund, and other duties set forth below in Section 2.5.8. No fewer than twenty-one (21)
24 court days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court
25 and all counsel for the Parties with a statement detailing these Administrative Costs. The Parties agree
26 to cooperate in the settlement administration process and to make all efforts to control and to minimize
27 the costs and expenses incurred in the administration of this Settlement.
28

2.5.5. PAGA Payment.

(a) Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Fund will be allocated for the settlement and full release of any and all claims for civil penalties that could have been made in this Action and/or related to the Released Claims by the Settlement Class Members under PAGA, Cal. Labor Code § 2698, et seq. (“PAGA Payment”). Pursuant to California Labor Code § 2699(i), 75% of the PAGA Payment, which is Fifteen Thousand Dollars (\$15,000.00) will be paid to the LWDA, and 25% of the PAGA Payment, which is Five Thousand Dollars (\$5,000.00) will be distributed to Verified Settlement Class Members from the Net Settlement Amount as set forth below in Section 2.11. The Administrator, within 15 calendar days after Defendant funds the Settlement pursuant to Section 2.12, shall deliver to the LWDA a payment in the amount of Fifteen Thousand Dollars (\$15,000.00).

(b) If Plaintiff’s Counsel’s attorney’s fees, reimbursement costs, the Service Award payment to Plaintiff, and/or the PAGA Penalty Payment to the LWDA are reduced, the difference between the amounts set forth in this Agreement and the reduced amounts awarded will be re-allocated to the Net Settlement Amount and distributed to the Verified Settlement Class Members that timely and validly submit a Claim Form.

2.5.6. Distributions of Individual Settlement Payments.

(a) Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Within fifteen (15) calendar days after Defendant provides funds to the Settlement Administrator, the Settlement Administrator shall distribute Individual Settlement Payments by regular First Class U.S. Mail to last known mailing address of Verified Settlement Class Members that timely and validly submitted a Claim Form. Verified Settlement Class Members that timely and validly submit a Claim Form will receive a pro-rated share of the Net Settlement amount, less applicable withholdings, based on the total workweeks worked as a nonexempt or hourly worker employed by Defendant during the Class period. This will be a claims-made settlement where 50% of the Net Settlement (“Settlement Floor”) will be guaranteed to be paid to the Class Members that timely file claims based on the formula set forth below. If the amount claimed by Class Members is less than the Settlement Floor, the value

of the claims will be increased pro-rata until the Settlement Floor is met. To the extent that: (1) an Individual Settlement Payment check is undeliverable, or (2) an Individual Settlement Payment check is uncashed one hundred eighty (180) calendar days after the date listed on the check (“180-Day Period”), the amount of those checks will be distributed pursuant to California Code of Civil Procedure § 384. All Individual Settlement Payment Checks that are not cashed within the 180-Day Period will be distributed to the California State Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b) and no Cy Pres recipient for the Court to approve.

(b) Calculation of Individual Settlement Payments. The calculation of Individual Settlement Payments will involve the following steps to be completed by the Administrator: Verified Settlement Class Members will receive a pro-rated share of the Net Settlement Amount (“NSA”), less applicable withholdings, based on their membership in each subclass, their Qualified Work Weeks (defined above), and whether they experienced a termination during the period of September 13, 2019 and the end of the Class Period, as follows:

- i) Each member of the Class who worked a 12-Hour Alternative Workweek Schedule shall receive three (3) Settlement Shares for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period;
- ii) Each member of the Class who worked a 10-Hour Alternative Workweek Schedule shall receive two (2) Settlement Shares for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period
- iii) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive one (1) Settlement Share for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period;
- iv) Each member of the Class who worked a 12-Hour or 10-Hour Alternative Workweek Schedule and whose employment by Defendant ended during the period of September 13, 2019 and the end of the Class Period shall be allocated twenty (20) Settlement Shares to resolve waiting time penalties claims;
- v) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule and whose employment by Defendant ended

1 between May 23, 2022 (the date of the Supreme Court decision in Naranjo v.
2 Spectrum Security Services, Inc.) and the end of the Class Period shall be allocated
3 twenty (20) Settlement Shares to resolve waiting time penalties claims;

4 vi) Each member of the Class who worked other than a 12-Hour or 10-Hour
5 Alternative Workweek Schedule and whose employment by Defendant ended
6 between September 13, 2019 and May 23, 2022 shall be allocated two (2)
7 Settlement Shares to resolve waiting time penalties claims;

8 vii) Each member of the Class who worked a 12-Hour Alternative Workweek
9 Schedule shall receive three (3) Settlement Share for each pay period worked
10 during the period of September 13, 2022 and the end of the Class Period to resolve
11 wage statement penalties claims;

12 viii) Each member of the Class who worked a 10-Hour Alternative Workweek
13 Schedule shall receive two (2) Settlement Share for each pay period worked during
14 the period of September 13, 2022 and the end of the Class Period to resolve wage
15 statement penalties claims;

16 ix) Each member of the Class who worked other than a 12-Hour or 10-Hour
17 Alternative Workweek Schedule shall receive three (3) Settlement Share for each
18 pay period in which the member received a meal or rest period premium during
19 the period of between May 23, 2022 and the end of the Class Period to resolve
20 wage statement penalties claims;

21 x) Each member of the Class who worked other than a 12-Hour or 10-Hour
22 Alternative Workweek Schedule shall receive one (1) Settlement Share for each
23 pay period in which the member received a meal or rest period premium during
24 the period of September 13, 2019 and May 23, 2022 to resolve wage statement
25 penalties claims;

26 xi) The Administrator shall calculate the total Settlement Shares of all Settlement
27 Class Members.

28 xii) To determine each individual Settlement Class Members share of the Net
Settlement Amount (or Individual Settlement Payment), the Administrator shall
divide each Settlement Class Member's total individual Settlement Shares by the
total Settlement Shares of all Settlement Class Members and then multiply that
number (or ratio) by the Net Settlement Amount as expressed in the following

1 formula: Individual Settlement Share Ratio x Net Settlement Amount = Individual
2 Settlement Payment.

3 (c) Any person who opts out of the Settlement is not a Settlement Class Member.
4 Defendant's workweek and pay period data will be presumed to be correct, unless a particular Class
5 Member proves otherwise to the Administrator by credible written evidence. All workweek and pay
6 period disputes will be resolved and decided by the Administrator, and the Administrator's decision
7 on all workweek disputes will be final and non-appealable.

8 (d) The Administrator will calculate the Net Individual Settlement Payments within thirty
9 (30) days of the close of the Notice Period. The Settlement Administrator will provide a copy of its
10 calculations, without any name identifying data, for Defendant's counsel and Class Counsel to review
11 before payments are made to Verified Settlement Class Members that timely and validly submit a
12 Claim Form. The Parties may dispute the calculations only with respect to mathematical errors or an
13 incorrect application of the above method of allocation. Such a dispute must be raised in writing within
14 seven (7) calendar days after the Settlement Administrator provides the calculations in writing to
15 Defendant and Class Counsel.

16 (e) The Parties intend that the Net Settlement Amount shall be sufficient to pay all valid
17 claims of Verified Settlement Class Members in accordance with the formula set forth above.
18 Accordingly, if for any reason the total value of Individual Settlement Payments exceeds this amount,
19 then Individual Settlement Payments will be adjusted on a pro-rata basis so that the total payout to
20 Verified Settlement Class Members that timely and validly submit a Claim Form does not exceed the
21 Net Settlement Amount.

22 (f) Challenges to Calculation of Workweeks: Each Class Member shall have forty-five
23 (45) days after the Administrator mails the Class Notice to challenge the number of shares or Qualified
24 Work Weeks allocated to the Class Member in the Class Notice. The Class Member may challenge
25 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
26 must encourage the challenging Class Member to submit supporting documentation. In the absence
27 of any contrary documentation, the Administrator is entitled to presume that the Work Weeks
28 contained in the Class Notice are correct so long as they are consistent with the Class Data. The

1 Administrator's determination of each Class Member's allocation of Work Weeks and shares shall be
2 final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
3 provide copies of all challenges to calculation of Work Weeks and/or shares to Defense Counsel and
4 Class Counsel and the Administrator's determination the challenges.

5 2.5.7. Allocation and Taxability of Settlement Distributions.

6 (a) For tax purposes, 20% of each Individual Settlement Payment will be treated by the
7 Parties as wages reported on IRS Form W-2, 30% to interest, and 50% to penalties. All applicable
8 legal deductions will be withheld from Individual Settlement Payments and the appropriate W-2s and
9 1099s filed with the relevant taxing authorities by the Settlement Administrator. The Administrator
10 shall calculate, withhold, and remit to the applicable government agencies sufficient amounts as may
11 be owed by Defendant as employers for payroll taxes up to a maximum wage allocation of 20% and
12 be paid by Defendant up to the maximum as set forth above. Neither the terms of this Settlement
13 Agreement nor any Settlement Payments paid to any Verified Settlement Class Member shall have
14 any effect on the eligibility or calculation of employee benefits for any Settlement Class Member.
15 Neither this Settlement Agreement, nor any of its attachments, should be interpreted to contain or
16 constitute representations or advice regarding any U.S. federal or state tax issue. Settlement Class
17 Members will be specifically informed that neither Defendant nor Class Counsel make any
18 representations regarding the tax implications of any amounts paid under this Settlement Agreement
19 and that if any Settlement Class Member has any questions regarding those implications, they can and
20 should consult a tax expert.

21 (b) The Administrator shall provide each Verified Settlement Class Member who is
22 entitled to a Net Individual Settlement Payment with a W-2 form reflecting the wages and the taxes
23 withheld from those wages and with a Form 1099 reflecting the non-wage damages and interest paid.
24 The Administrator shall provide each Settlement Class Member who is entitled to a Net Individual
25 Settlement Payment with appropriate documentation setting forth the amount of any tax or other
26 payment withheld and employer contribution made, in accordance with state and federal tax
27 requirements. Settlement Class Members shall be solely and exclusively responsible for remitting to
28 state and/or federal taxing authorities any applicable other taxes due and shall hold Defendant and the

Released Parties harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the Settlement Class Members' tax treatment of payments made to them pursuant to this Settlement Agreement or failure to timely or properly pay any taxes owed on their respective Settlement Payments.

2.5.8. Appointment and Duties of Settlement Administrator.

(a) Subject to the approval of the Court, the Parties have agreed to the appointment of a professional class action claims administration firm, Phoenix Settlement Administrators, as the Settlement Administrator for the purpose of administering the settlement process, including preparing and mailing Notice Forms and Reminder Cards, providing live call agents during business hours and responding to Settlement Class Member inquiries. The Administrative Costs shall be deducted from the Gross Settlement Fund. In the event the Settlement Agreement is voided or canceled by Defendant pursuant to Section 2.4, Defendant shall remain liable for payment of all Administrative Costs incurred.

(b) The Duties of the Settlement Administrator shall include without limitation:

1. Finalizing and printing the Claim Form and Notice of Settlement attached to this Settlement Agreement as Exhibits, as modified by the Court and/or by mutual agreement of the Parties.
2. Handling all mailings to the Settlement Class Members pursuant to Section 2.9;
3. Performing an address search and/or trace for returned or undeliverable mailings as set forth in Section 2.9;
4. Sending a Reminder Card to all Settlement Class Members who have not made a claim within 30 days of the mailing of the Notice;
5. Recording and tracking responses to the mailing to the Settlement Class Members and the dates thereof (including recording the postmark date and identity of any Settlement Class Members who requests exclusion or objects and promptly forwarding such information to Defendant's counsel and Class Counsel);
6. Establishing a toll-free telephone number for Settlement Class Members to call during business hours to ask questions regarding the Settlement;

7. Responding to inquiries made by the Settlement Class Members;
8. Calculating and mailing Individual Settlement Payments;
9. Settling disputes from Settlement Class Members regarding amounts or Compensable Weeks, with the involvement and assistance of Defendant's counsel and Class Counsel;
10. Distributing any and all uncashed Individual Settlement Payment Checks pursuant to California Code of Civil Procedure § 384;
11. Posting any final judgment in the Action on any website associated with this Settlement;
12. Preparing and filing any required tax forms associated with the Settlement Administrator's duties hereunder; and
13. Other related tasks as mutually agreed to by the Parties and required by statute.

(c) The Settlement Administrator shall keep Defendant's counsel and Class Counsel timely apprised of the performance of all Administrator responsibilities by weekly emails.

(d) All disputes relating to the Administrator's performance of its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement Agreement have been fully carried out.

(e) At least twenty-one (21) calendar days before the Final Fairness Hearing, the Administrator shall prepare a declaration of compliance and due diligence and proof of mailing with regard to the mailing and emailing of the Notice of Settlement, and any attempts by the Administrator to locate Settlement Class Members, its receipt of timely and valid requests for exclusion, its receipt of timely and valid Claim Forms from Verified Class Members, and its inability to deliver the Notice of Settlement to Settlement Class Members due to invalid addresses ("Due Diligence Declaration"), to Class Counsel and Defendant's counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

1 **2.6. Release of Claims by the Settlement Class.**

2 2.6.1. Class Release by Class Members.

3 Upon the final approval by the Court of this Settlement, and except as to the right to enforce
4 the terms and conditions of this Settlement Agreement, all Class Members, except those who have
5 filed a timely request for exclusion, hereby fully release Defendant and the Released Parties from any
6 and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
7 expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether
8 known or unknown, contingent or accrued, under any legal theory under federal and state law for any
9 alleged failure to pay all wages due (including minimum and overtime wages), failure to pay for all
10 hours worked (including off-the clock work, reporting time pay, and on-call pay), failure to pay all
11 premiums for meal and rest period violations, failure to comply with California's Paid Sick Leave law,
12 failure to reimburse for necessary expenses, failure to timely pay wages and final wages, failure to
13 furnish accurate wage statements including claims derivative and/or related to these claims, conversion
14 of wages, and record-keeping violations, up to and including the date of preliminary approval by the
15 Court ("Released Claims"). In addition, the Released Claims shall include without limitation, claims
16 that were raised, or that reasonably could have been raised based on the facts and allegations in the
17 Action under the applicable regulations, Wage Orders and Labor Code, including sections 201, 202,
18 203, 204, 218, 218.5, 226, 226.3, 226.7, 227.3, 246, 246.5, 510, 511, 512, 558, 1174, 1175, 1194,
19 1194.2, 1197, 1197.1, 1198 and 2802 as well as claims under Business and Professions Code section
20 17200 et seq., as alleged in the Action, and/or Labor Code section 2698 et seq. based on alleged
21 violations of these Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201,
22 et seq.

23 2.6.2. PAGA Release.

24 Pursuant to the above release, Defendant and the Released Parties cannot henceforth be liable
25 for any penalties and/or claims pursuant to PAGA related to the Released Claims for the Class Period.
26 The Parties, including the Class Members, further stipulate and agree even if any Class Member is
27 considered or determined to be an "aggrieved employee" for purposes of the PAGA, said Class
28

1 Member waives any potential right to recover any penalty allowed by the PAGA relating to the
2 Released Claims.

3 2.6.3. 1542 Waiver by Plaintiff.

4 In addition to the releases made by the Class Members as set forth herein, Plaintiff, in his
5 individual capacity and with respect to his individual claims only, agree to release Defendant and the
6 Released Parties from any and all claims, known and unknown, under federal, state and/or local law,
7 statute, ordinance, regulation, common law, or other source of law. The General Release by Plaintiff
8 includes, but is not limited to, all claims arising from or related to the Action, their employment with
9 Defendant and their compensation while employed by Defendant. The General Release by Plaintiff
10 include all claims for unpaid wages, including, but not limited to, failure to pay minimum wage,
11 straight time compensation, overtime compensation, and interest; missed meal period and rest-period
12 wages; reimbursement for all necessary business expenses; payment for all hours worked, including
13 off-the-clock work; wage statements; failure to keep accurate records; unfair business practices;
14 penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-
15 wage penalties, and waiting-time penalties; and attorneys' fees and costs. Named Plaintiff Released
16 Claims include all claims arising under the California Labor Code (including, but not limited to,
17 sections 201, 202, 203, 204, 218.6, 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
18 1197.2, 1198, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare
19 Commission; California Business and Professions Code section 17200 et seq.; the California common
20 law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the
21 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims also
22 include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
23 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and
24 wrongful termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil
25 Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act,
26 and the California Fair Employment and Housing Act; and the law of contract and tort.

27 The General Release by Plaintiff include any unknown Claims that they did not know or
28 suspect to exist in their favor at the time of the General Release, which, if known by them, might have

1 affected their Settlement with, and release of, the Released Parties or might have affected their decision
2 not to object to this Settlement or the General Release.

3 With respect to the General Release, Named Plaintiff stipulate and agree that, upon the
4 execution of this Agreement, they shall be deemed to have, and by operation of the Final Judgment
5 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
6 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under
7 federal or state law as to the generally released claims, which provides:

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

12 Named Plaintiff may hereafter discover facts in addition to or different from those they now
13 know or believe to be true with respect to the subject matter of the General Release, but upon the
14 Effective Settlement Date, they shall be deemed to have, and by operation of the Final Approval shall
15 have, fully, finally, and forever settled and released any and all of the claims released pursuant to the
16 General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent,
17 which now exist, or heretofore have existed upon any theory of law or equity

18 2.6.4. Inapplicability of California Labor Code Section 206.5.

19 The Class Members, including, without limitation, Plaintiff, shall be deemed to have
20 acknowledged and agreed that their claims for wages and/or penalties and/or any other recovery solely
21 in connection with this Action are disputed. The Class Members, including, without limitation,
22 Plaintiff, shall be deemed to have acknowledged and agreed that California Labor Code section 206.5
23 does not apply to any such payments under this Settlement Agreement. That section provides in
24 pertinent part as follows: "No employer shall require the execution of any release of any claim or right
25 on account of wages due, or to become due, or made as an advance on wages to be earned, unless
26 payment of such wages has been made." Each Class Member shall be deemed to have made the
27 foregoing Release as if by manually signing it. This section in no way limits the releases set forth
28 above.

1 **2.7. Opt-Out/Request for Exclusion Procedure.**

2 Settlement Class Members, except the Plaintiff who shall not be permitted to opt-out of this
3 Settlement Agreement, shall be entitled to “opt out” of this Settlement Agreement. The Notice
4 Materials shall provide instructions to Settlement Class Members who wish to “opt out.” To be valid,
5 an individual requesting exclusion must timely submit a written request for exclusion containing all
6 of the information required in the Class Notice for excluding oneself from the settlement. Any such
7 request must be returned by U.S. Mail to the Settlement Administrator at the specified address and
8 must be postmarked no later than the last day of the Notice Period. If the Settlement Class Member
9 submits a request for exclusion that is not timely and/ or valid then the Settlement Administrator will
10 notify such Settlement Class Member that the request is untimely or invalid. Any disputes regarding
11 the timeliness, validity or effectiveness of a request for exclusion shall be decided by the Administrator
12 consistent with the terms of this Settlement Agreement, with the Parties’ input, if appropriate. The
13 date of the postmark on the mailing envelope for any request for exclusion shall be the exclusive means
14 used to determine whether the request for exclusion has been timely submitted.

15 Any Settlement Class Member who does not properly and timely submit a request for exclusion
16 in the manner and by the deadline specified herein will be a Settlement Class Member who is barred
17 from opting out of the Settlement and is bound by all terms and conditions of the Settlement and this
18 Settlement Agreement, including the releases of claims pursuant to Section 2.6 of this Settlement
19 Agreement, if the Settlement is approved by the Court, and will be bound by any Final Approval
20 Order, regardless of whether he or she has objected to the Settlement.

21 A Settlement Class Member who properly and timely submits a request for exclusion in the
22 manner and by the deadline specified in this Section will not be bound the Settlement Agreement; will
23 be barred from participating in or objecting to the Settlement; will not receive any benefit from the
24 Settlement; will remain free to contest any claim as to that individual that would have been barred by
25 this Settlement Agreement; and nothing in this Settlement or Settlement Agreement will constitute or
26 be construed as a waiver of any defense Defendant or the Released Parties have or could have asserted
27 against such a claim.
28

1 **2.8. Procedures for Objecting to the Settlement.**

2 The Class Notice shall provide that Settlement Class Members and persons purporting to act
3 on behalf of Settlement Class Members who wish to object to the Settlement Agreement must file with
4 the Settlement Administrator a written statement objecting to the Settlement Agreement. Such
5 objection and any supporting briefs or other materials must also be filed with the Court and mailed,
6 via First Class U.S. Mail, to counsel for the Parties and postmarked no later than the last day of the
7 Notice Period. Settlement Class Members who opt-out may not file and serve an objection or
8 otherwise object to this Settlement Agreement. The postmark date of the filing and service of an
9 objection shall be deemed the exclusive means for determining that the objection is timely. An
10 objection must be signed and state the Settlement Class Member's name, current address and telephone
11 number, and the basis for the objection. The notice of objection must be signed by the Settlement
12 Class Member.

13 Unless otherwise ordered by the Court, no Settlement Class Member or person purporting to
14 act on behalf of Settlement Class Members shall be entitled to be heard at the Final Approval Hearing
15 (whether individually or through counsel) or to object to the Settlement, and no written objections or
16 briefs submitted by any such individuals or persons purporting to act on behalf of them shall be
17 received or considered by the Court at the Final Approval Hearing, unless the individual's objection
18 and supporting materials have been timely filed and served within the Notice Period. Any Settlement
19 Class Member who fails to file and serve a timely and complete objection in the manner specified in
20 this Section shall be deemed to have waived any objections and shall be foreclosed from making any
21 objection (whether by appeal or otherwise) to the Settlement.

22 If a Settlement Class Member timely submits both an objection and a request for exclusion
23 ("opt out" under Section 2.7), the request for exclusion shall supersede the objection, and the objection
24 shall therefore be waived.

25 Counsel for the Parties shall file any responses to any objections at least seven (7) calendar
26 days before the Final Approval Hearing.

27 Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class
28 Counsel, or the Settlement Class Members arising from or related to Settlement Class Members who

1 submit objections or otherwise purport to object to the Settlement Agreement or related to any appeals
2 thereof.

3 The Parties agree not to encourage any Class Members to object to or opt out of the settlement.

4 **2.9. Preparation and Mailing of Notice to the Class and Defendant's Letter to**
5 **Current Employees.**

6 The Notice of Class Action Settlement and Hearing Date for Court Approval ("Notice of
7 Settlement"), materially in the form attached hereto as **Exhibit A**, and as approved by the Court, shall
8 be sent by the Administrator to members of the Settlement Class by first class mail. Accompanying
9 the Notice of Settlement will be the Claim Form, substantially in the form attached hereto as **Exhibit**
10 **B** and as approved by the Court. Any returned envelopes from this mailing with forwarding addresses
11 will be used by the Administrator to forward the Notice of Settlement and the Claim Form to members
12 of the Settlement Class. Persons in the Settlement Class, from the date of mailing of the Notice of
13 Settlement and the Claim Form to them shall have forty-five (45) calendar days to make a claim, opt
14 out, or object. The parties agree that the Administrator shall update address information before
15 transmitting notice, and will trace returned mail that does not have a forwarding address, and re-mail
16 the Notice of Settlement and the Claim Form accordingly. Within ten (10) calendar days after
17 preliminary approval of the settlement by the Court, on an excel spreadsheet form, counsel for
18 Defendant shall provide the Class Data for each member of the Settlement Class to the Administrator.
19 Notice of Settlement will be in English and Spanish. Class Counsel and Plaintiff will not be provided
20 identifying or contact information or social security numbers for any Settlement Class Members in
21 connection with this Settlement or Settlement Agreement. The data provided to the Administrator will
22 remain confidential and will not be disclosed to anyone, except as required to applicable tax
23 authorities, pursuant to the express written consent of Defendant, or by order of the Court. The data
24 provided under this Section shall be used only for the purpose of administering this Settlement.

25 The Parties acknowledge that preparing the compilation of information set forth in the above
26 paragraph will take significant efforts by Defendants. Defendants have been and will continue to work
27 diligently to compile this information for the Administrator. In the event that all information is not
28 available within ten (10) calendar days following entry of the preliminary approval order, the Parties

1 agree that Defendant shall continue to make diligent efforts to complete the compilation of information
2 with all reasonable haste and that Plaintiff shall meet and confer in good faith prior to bringing any
3 motion or legal action to enforce or allege a breach of this agreement relating to this term. Defendant's
4 inability to complete this compilation of information for the Administrator shall not constitute a breach
5 of this Agreement should Plaintiff fail to meet and confer in good faith regarding the same.

6 The Notice of Settlement and the Claim Form shall be sent by the Settlement Administrator to
7 the Settlement Class Members, by First Class Mail (in English and Spanish) to those addresses
8 provided as soon as practicable but in any event within fourteen (14) calendar days after receipt of the
9 Class Data from Defendant. The Notice of Settlement shall set forth a brief description of the Action,
10 provide the definition of the Settlement Class, inform Settlement Class Members of the nature and
11 scope of the settlement and release of claims, set forth the requested Attorneys' Fees and Costs,
12 disclose the Service Award to Plaintiff, inform Settlement Class Members of their opportunity to be
13 heard at the Final Fairness Hearing, inform Settlement Class Members of their right to submit an
14 objection to any term of the settlement, to submit a claim, and/or to request exclusion from or to opt-
15 out of the settlement and the procedures for doing so, and explain the *res judicata* effects of not doing
16 so. The Claim Form also will include or attach the respective Settlement Class Member's Qualified
17 Work Weeks during the Class Period based on the data and information provided by Defendant and
18 on which the members' Individual Settlement Payment is based, and instruct the Settlement Class
19 Member to submit any disputes to the Administrator within twenty-one (21) days. The Administrator
20 will consult Class Counsel and Counsel for Defendant regarding any such dispute(s), but will remain
21 the ultimate arbiter and make the final decision regarding any such dispute(s). Also, the Notice of
22 Settlement will set forth contact numbers for Class Counsel and counsel for Defendant, but will direct
23 class members to call the toll-free number established by the Administrator to answer any questions
24 that Settlement Class Members may have.

25 The Administrator will attempt to locate any Settlement Class Member whose Notice of
26 Settlement and/or Claim Form is returned by the Post Office by performing a National Change of
27 Address (NCOA) search, and if needed, by conducting one skip trace search regarding any returned
28 Notice of Settlement.

1 If an envelope has not been returned within twenty-one (21) days of the mailing, it shall be
2 conclusively presumed that the Settlement Class Member received the Notice of Settlement.

3 Claim Forms must be completed in full to be valid. If a timely Claim Form is not completed in
4 full, the Administrator will send one deficiency notice to the Settlement Class Member advising him
5 or her to cure the deficiency. The deficiency notice will provide the Class Member fifteen (15) calendar
6 days from the date of mailing of the deficiency notice to cure the deficiency; the fully completed Claim
7 Form must be postmarked no later than the fifteenth (15th) day after the date of mailing of the
8 deficiency notice or before the deadline for the submission of Claim Forms (whichever is later), or,
9 unless other unless otherwise agreed upon by the Parties, it must be rejected as untimely by the
10 Administrator.

11 Thirty (30) calendar days after the Administrator mails the Notice of Settlement and the Claim
12 Form, the Administrator will send a Reminder Card, materially in the form attached hereto as **Exhibit**
13 **C**, to all Settlement Class Members who have not submitted a completed Claim Form.

14 Within 14 days of the Administrator's mailing of the Notice of Settlement, Defendants shall
15 distribute the Letter to Current Employees in the form attached hereto as **Exhibit D** to all Class
16 Members who are current employees of Defendants.

17 **2.10. Claims Process.**

18 Settlement Class Members will have forty five (45) calendar days from the mailing of the
19 Claim Forms within which to postmark their Claim Forms for return to the Administrator. No Claim
20 Forms will be honored if postmarked after the forty-five (45) calendar-day period for the postmarking
21 of Claim Forms, unless otherwise agreed upon by the Parties. Verified Class Members that submit
22 Claim Forms are responsible for maintaining a photocopy of the fully completed Claim Form and
23 record of proof of mailing. Plaintiff and Defendant will meet and confer on late claims, and may agree
24 to accept late claims provided good cause is shown.

25 All original Claim Forms shall be sent directly by Verified Class Members to the Administrator
26 at the address indicated on the Claim Form. The Administrator shall review the Claim Forms and
27 calculate the Individual Settlement Payments. The Administrator will certify jointly to Class Counsel
28 and Defendant's Counsel what claims were timely filed.

1 The Claim Form shall state number of Qualified Work Weeks worked as a Settlement Class
2 Member during the Class Period, along with each Class Member's estimated Individual Settlement
3 Payment, assuming full participation by all Settlement Class Members. The actual Individual
4 Settlement Payment will be more or less than the estimates depending on increases or decreases to the
5 number of weeks worked by all Class Members and the number of Class Members who submit timely
6 and valid Claim Forms. The Claim Forms will provide all information in English and in Spanish. The
7 pre-printed information based on Defendant's records shall be presumed to be correct, unless written
8 proof to the contrary is provided to the Administrator. A Settlement Class Member may challenge the
9 pre-printed information on the Claim Form as to the weeks worked during the Class Period by
10 submitting written evidence to the Administrator with the Claim Form. All disputes regarding weeks
11 worked will be resolved and decided by the Administrator, and the Administrator's decision on all
12 disputes will be final and binding. All Claim Forms must be completed in their entirety to be
13 considered valid.

14 **2.11. Final Fairness Hearing.**

15 The Parties will request the Court to conduct a Fairness Hearing on or about the date set forth
16 in the Order of Preliminary Approval to determine if the Settlement is fair, reasonable, and adequate,
17 and if so, to enter a final order and judgment granting Final Approval of Settlement, which will (a)
18 approve the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing
19 consummation of its terms and provisions; (b) approve in whole or in part Class Counsel's application
20 for an award of Attorneys' Fees and Costs; (c) approve in whole or in part the Plaintiff's Service
21 Award; (d) permanently bar and enjoin all Settlement Class Members from prosecuting any Released
22 Claims against Defendant and/or any Released Parties.

23 **2.12. Funding the Gross Settlement Amount and Distribution of Payments.**

24 Defendant shall deposit the following with the Administrator within fourteen (14) calendar
25 days after the Effective Settlement Date: funds up to the Gross Settlement Amount, including but not
26 limited to any awards of attorneys' fees and costs to Plaintiffs' Counsel; enhancement or service
27 payment to Plaintiff; the PAGA penalty payment to the LWDA; the Settlement Administration Costs;
28 Defendant's share of the payroll taxes and the Individual Settlement Payments to Verified Settlement

1 Class Members. Within Fifteen (15) calendar days after such payment is received by the
2 Administrator, all Court-approved payments will be made by the Administrator to Plaintiff, Class
3 Counsel (provided that Class Counsel has provided a completed W-9 to the Claims Administrator),
4 the LWDA, and to Verified Settlement Class Members. The approval and/or denial of an Individual
5 Settlement Payment to any Settlement Class Member under the terms of this Settlement Agreement
6 will be conclusive and binding, subject to the dispute resolution provisions of this Settlement
7 Agreement as set forth in Section 2.17.

8 **2.13. Duties of the Parties Prior to Court Approval.**

9 Once finalized, the Parties shall promptly submit this Settlement Agreement to the Court for
10 preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness.
11 Promptly upon execution of this Settlement Agreement, Plaintiff will prepare, send to Defendant's
12 counsel for comment, and then when it is mutually-agreeable, file a Motion for Preliminary Approval
13 seeking the following:

- 14 1. Approval of the proposed settlement as fair, reasonable, and adequate as to
15 Settlement Class Members;
- 16 2. Approval as to form and content of the proposed Notice of Settlement;
- 17 3. Approval of the plan of allocation of the Gross Settlement Fund.
- 18 4. Directing the mailing of the Notice of Settlement by First Class Mail to
19 Settlement Class Members by the Settlement Administrator;
- 20 5. Conditionally certifying the Settlement Class for settlement purposes only;
- 21 6. Appointing Class Counsel, Plaintiff as Class Representative, and Phoenix
22 Settlement Administrators as Settlement Administrator;
- 23 7. Preliminarily approving this Settlement Agreement; and
- 24 8. Scheduling a Final Fairness Hearing on the question of whether the proposed
25 settlement should be finally approved.

26 Prior to the Final Fairness Hearing by the Court of the settlement provided for in this Settlement
27 Agreement, Class Counsel (in conjunction with Defendant's counsel) will submit a proposed final
28 order:

1. Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions; and
2. Approving Class Counsel's application for an award of Attorneys' Fees and Costs in whole or in part. These amounts for Attorneys' Fees and Costs shall be paid from the Settlement Fund; and
3. Seeking judgment to be entered in this Action that dismisses the Action with prejudice

2.14. Communications.

Except for disclosures that are authorized by Plaintiff or Plaintiff's Counsel that are required by law for Plaintiff or Plaintiff's Counsel to make, or that are necessary to prepare the Motion for Preliminary Approval, the terms of this Settlement shall remain confidential until they are presented to the Court in connection with the Motion for Preliminary Approval. Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. Nothing in this Settlement Agreement shall subject Defendant to any claims by virtue of its communications with its own employees.

Following preliminary approval, the Parties and their counsel will direct inquiries from Settlement Class Members to the Settlement Administrator to ensure consistent and accurate communication with Settlement Class Members. The Parties will make no efforts to solicit claims, requests for exclusion, or objections to this Settlement. Notwithstanding anything to the contrary in this Section or elsewhere in this Settlement Agreement, Defendant and Class Counsel shall be permitted to disclose the Settlement in order to comply with any state or federal law. Nothing in this Section shall limit Defendant from communicating with its counsel regarding this Settlement Agreement or Plaintiff from communicating with Class Counsel regarding this Settlement Agreement.

Plaintiff, Class Counsel, Defendant and Defendant's counsel agree: not to comment upon or otherwise publicize the Action or its Settlement in the media (including without limitation internet, print, radio, television or social media); not to initiate or issue any press release, advertising, mass mailing, social media or website posting or content; not to disparage or comment negatively about one another, including Defendant, its officers, directors, management, and/or current or former employees;

1 and to respond to any inquiry from the media regarding the Action or its Settlement by referring the
2 inquiry to the publicly available Court file. If Plaintiff, Class Counsel, Defendant or Defendant's
3 counsel is contacted about this Action or Settlement by the press or other media, the party or their
4 counsel shall state only that the case was settled on mutually satisfactory terms. This Section does not
5 apply to any Court-Approved notice of the Settlement. Nothing in this Section shall be construed as
6 prohibiting the Parties or their counsel from responding to an inquiry issued under court order,
7 subpoena or other request issued under the law.

8 **2.15. Continuing Jurisdiction of the Court.**

9 The Parties agree that the Court shall retain jurisdiction over the Parties, and over this
10 Settlement Agreement, in order to: (i) monitor and enforce compliance with this Settlement
11 Agreement, Order of Final Approval and/or any related order of this Court; and/or (ii) resolve any
12 disputes over this Settlement Agreement or the administration of the benefits of this Settlement
13 Agreement, including disputes over entitlement to payments sought by Class Counsel.

14 **2.16. Voiding the Settlement Agreement.**

15 If any of the conditions set forth in the preceding paragraphs are not met and materially
16 satisfied, this Settlement Agreement shall, at the option of either party, be ineffective, void, and of no
17 further force and effect and shall not be used nor be admissible in any subsequent proceedings either
18 in this Court or in any other Court or forum. The Parties may exercise their option, only on the terms
19 provided herein, to void this settlement by giving notice, in writing, to the other party and to the Court
20 at any time prior to the Effective Settlement Date. In such an event, (1) nothing in this Settlement
21 Agreement shall be construed as a determination, admission, or concession of any issue in the Action,
22 and nothing in this Settlement Agreement may be offered into evidence in any trial on the merits of
23 the claims asserted in the complaints filed in the Action or in any subsequent pleading; (2) the Parties
24 expressly reserve their rights with respect to the prosecution and defense of the Action as if this
25 Settlement Agreement never existed; and (3) the Party or Parties who exercised the option to void the
26 Settlement Agreement shall be responsible for any costs for Notice or claims administration incurred
27 by the Claims Administrator through that date, provided that such costs shall be recoverable in the
28 event that the Party who incurred them is a prevailing party in the Action.

1 **2.17. Dispute Resolution.**

2 Except as authorized herein, all disputes concerning the interpretation, implementation,
3 calculation, or payment of the Settlement Amount or other disputes regarding compliance with this
4 Settlement Agreement will be resolved by Hon. Howard Broadman (ret.).

5 **2.18. Parties' Authority.**

6 The signatories hereto hereby represent that they are fully authorized to enter into this
7 Settlement Agreement and to bind the Parties hereto to the terms and conditions hereof.

8 **2.19. Mutual Full Cooperation.**

9 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
10 Agreement, including without limitation to execute such documents and to take such other action as
11 may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to
12 this Settlement Agreement shall use their best efforts, including all efforts contemplated by this
13 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
14 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as
15 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and
16 cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Final Approval
17 of this Settlement Agreement. Class Counsel will also notify counsel for Defendant if Class Counsel
18 are subpoenaed or receive any other request for documents or information regarding any other action
19 filed or potential action against the Released Parties that covers or includes any Settlement Class
20 Members.

21 **2.20. No Prior Assignments.**

22 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
23 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
24 any portion of any liability, claim, demand, action, cause of action or rights herein released and
25 discharged except as set forth herein.

26 **2.21. No Admission.**

27 Nothing contained herein, nor the negotiation, consummation or performance of this
28 Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence,

1 or wrongdoing on the part of Defendant and/or any of the Released Parties, and they expressly deny
2 liability or wrongdoing. Defendant further denies, for any purpose other than settling this Lawsuit,
3 that this Lawsuit is appropriate for class, or representative treatment. This Settlement Agreement is
4 not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness
5 of this or similar claims for class action certification or administration other than for the purposes of
6 administering this Settlement Agreement. Each of the Parties hereto has entered into this Settlement
7 Agreement with the sole purpose and intention to avoid further disputes and litigation with the
8 attendant inconvenience and expenses. In the event this Settlement Agreement is not approved by the
9 Court or otherwise does not become final, Defendant does not waive any defenses or rights, including
10 without limitation that this case is not suitable for class treatment, and the Parties agree that the
11 Settlement Class will be decertified. This Settlement Agreement is a settlement document and shall,
12 pursuant to Federal Rule of Evidence 408 and any and all analogous state laws, be inadmissible in
13 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this
14 Settlement Agreement.

15 Whether or not the Settlement is finally approved, neither the Settlement, nor any of its terms,
16 nor any document, statement, proceeding or conduct related to this Settlement Agreement including
17 without limitation the motions for preliminary and final approval of the settlement and any documents
18 submitted in support of such motions, nor any reports or accounts thereof, shall in any event be
19 disclosed, referred to or offered or received in evidence against any of the Parties, in any further
20 proceeding in this Action, or any other civil, criminal or administrative action or proceeding except
21 for purposes of settling this Action or enforcing the Released Claims contained herein pursuant to the
22 terms of this Settlement Agreement.

23 **2.22. Enforcement Actions.**

24 In the event that one or more of the Parties to this Settlement Agreement institutes any legal
25 action, arbitration, or other proceeding against any other party to enforce the provisions of this
26 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
27 successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and
28 costs, including expert witness fees incurred in connection with any enforcement actions.

1 **2.23. Notices.**

2 Unless otherwise specifically provided herein, all notices, demands, or other communications
3 given hereunder shall be in writing and shall be deemed to have been duly given as of the third business
4 day after mailing by United States registered or certified mail, return receipt requested, addressed as
5 follows:

6 To Plaintiff and the Settlement Class:

7 **MOSS BOLLINGER, LLP**

8 Jeremy F. Bollinger, Esq.

9 Ari Moss, Esq.

10 Dennis F. Moss, Esq.

11 15300 Ventura Boulevard, Ste. 207

12 Sherman Oaks, California 91403

13 To Defendant:

14 **ZIMMER & MELTON, LLP**

15 Micah K. Nilsson, Esq.

16 Justin L. Thomas, Esq.

17 11601 Bolthouse Drive, Suite 100

18 Bakersfield, CA 93311

19 **2.24. Construction.**

20 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
21 result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement
22 Agreement shall not be construed in favor of or against any party by reason of the extent to which any
23 party or his, her or its counsel participated in the drafting of this Settlement Agreement.

24 **2.25. Captions and Interpretations.**

25 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
26 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or
27 any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

28 **2.26. Modification.**

 This Settlement Agreement may not be changed, altered, or modified, except in writing and
signed by Defendant and the Plaintiff hereto or their representatives. This Settlement Agreement may

1 not be discharged except by performance in accordance with its terms or by a writing signed by the
2 Parties hereto.

3 **2.27. Integration Clause.**

4 This Settlement Agreement contains the entire agreement between the Parties relating to the
5 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
6 understandings, representations, and statements relating to this Settlement and the transaction
7 contemplated hereby, whether oral or written and whether by a party or such party's legal counsel,
8 are merged herein. No rights hereunder may be waived except in writing.

9 **2.28. Binding on Assigns.**

10 The provisions of this Settlement Agreement shall run in perpetuity. This Settlement
11 Agreement shall be binding upon the Parties hereto and their spouses, heirs, administrators,
12 representatives, executors, successors and assigns, and shall inure to the benefit of Defendant and the
13 Released Parties, and their predecessors, successors, affiliates, subsidiaries, parent companies,
14 partners, current and past employees, officers, directors, shareholders, insurers, agents, legal
15 representatives, and benefit plans, each of which is entitled to enforce this Settlement Agreement.

16 **2.29. Signatories.**

17 It is agreed that because the members of the Settlement Class are so numerous, it is impossible
18 or impractical to have each member of the Settlement Class execute this Settlement Agreement. It is
19 agreed that this Settlement Agreement may be executed on behalf of the Settlement Class by Class
20 Counsel and Plaintiff; and shall have the same force and effect as if executed by each member of the
21 Settlement Class, who will be notified of the Settlement by the Notice of Settlement.

22 **2.30. Incorporation of Exhibits.**

23 All exhibits attached hereto are incorporated by reference and are a material part of this
24 Settlement Agreement. Any notice, order, judgment, or other exhibit that requires approval of the
25 Court must be approved without material alteration from its current form in order for this Settlement
26 Agreement to become effective.

27 **2.31. Reasonableness of Settlement Agreement.**

28 The Parties jointly warrant that this is a fair, reasonable, and adequate settlement and have

1 arrived at this settlement through arms-length negotiations, involving an experienced and well-
2 regarded mediator, taking into account all relevant factors, present and potential.

3 **2.32. California Law and Interpretation.**

4 All terms of this Settlement Agreement and its exhibits will be governed and interpreted by
5 and according to the laws of the State of California, without giving effect to any conflict of law
6 principles or choice of law principles. If the Court determines that the Release of Claims in Section
7 2.6 above is unenforceable, for whatever reason, this entire Settlement Agreement will become null
8 and void *ab initio*.

9 **2.33. Counterparts.**

10 This Settlement Agreement may be executed in counterparts and/or by facsimile signature
11 (“counterpart”), and when each party has signed and delivered at least one such counterpart, each
12 counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall
13 constitute one fully-executed Settlement Agreement, which shall be binding upon and effective as to
14 all Parties.

15 **2.34. Confidential Documents.**

16 Plaintiff and Class Counsel agree that none of the documents and information provided to them
17 in discovery or at any other time during this Action shall be used for any purposes other than
18 prosecution of this Action. Class Counsel shall not refer to, rely upon, or otherwise utilize any
19 documents or information obtained during this Action to prosecute a separate action against Defendant
20 and/or any Released Parties; however, nothing in this Section will be construed as a restraint on the
21 right of any counsel to practice, or a limitation on the rights that any Settlement Class Member or
22 Class Counsel may have under any applicable federal, state, or local law to separately obtain
23 documents or information from Defendants.

24 **2.35. Interim Stay of Proceedings.**

25 Pending Final Approval, the Parties agree to hold in abeyance all proceedings in the Action,
26 except such proceedings as are necessary to implement and complete the Settlement, or to comply
27 with any order of the Court. The parties shall seek a formal interim stay order from the Court as part
28 of their request for preliminary approval.

1 **2.36. Section 2.36 Notice to the California Labor and Workforce**
2 **Development Agency.**

3 Pursuant to Labor Code Section 2699(1)(2), Plaintiff's Counsel shall submit this Settlement
4 Agreement to the Labor and Workforce Development Agency at the same.

5
6 **SIGNATURES ON NEXT PAGE**
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[Signature Page]

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below:

Dated: _____

JUSTIN CARINO
Plaintiff and Class Representative

Dated: 10/19/2023


[Print Name: Shane Cox, Treasurer]
ADVENTIST HEALTH DELANO DBA DELANO
REGIONAL MEDICAL CENTER

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT CLASS:

Dated: _____

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff Justin Carino

APPROVED AS TO FORM AND CONTENT:

Dated: 10/19/2023

ZIMMER & MELTON, LLP

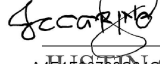
By:  _____

Micah K. Nilsson
Justin L. Thomas
Attorneys for Defendant Adventist Health Delano

[Signature Page]

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel
have executed this Settlement Agreement as of the date(s) indicated on the lines below:

Dated: 10/16/2023

DocuSigned by:

JUSTIN CARINO
Plaintiff and Class Representative

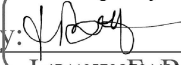
Dated: _____, 2022

[Print Name: _____]
ADVENTIST HEALTH DELANO DBA DELANO
REGIONAL MEDICAL CENTER

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT CLASS:

Dated: 10/16/2023

MOSS BOLLINGER, LLP

DocuSigned by:

By: _____
Dennis F. Moss
Ari E. Moss
Attorneys for Plaintiff Justin Carino

APPROVED AS TO FORM AND CONTENT:

Dated: _____

ZIMMER & MELTON, LLP

By: _____
Micah K. Nilsson
Justin L. Thomas
Attorneys for Defendant Adventist Health Delano

EXHIBIT A

1
2 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
3 **FOR THE COUNTY OF KERN**

4 JUSTIN CARINO, individually and on behalf of
5 other persons similarly situated,

6 Plaintiff,

7 vs.

8 ADVENTIST HEALTH DELANO DBA
9 DELANO REGIONAL MEDICAL CENTER, a
10 California Corporation; and DOES 1-50,

11 Defendants.

Case No.: BCV-20-102879

NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT

[IMAGED FILE]

Hon. Thomas S. Clark
Dept. 17

FINAL APPROVAL HEARING DATE:
TIME:

12
13 *A court approved this notice. This is not an advertisement.*

14 **NOTICE**

15 **IF YOU WORK OR WORKED AS AN EMPLOYEE OF ADVENTIST HEALTH**
16 **DELANO DBA DELANO REGIONAL MEDICAL CENTER (“DRMC” OR**
17 **“DEFENDANT”) IN CALIFORNIA IN A NON-EXEMPT HOURLY POSITION AT ANY**
TIME FROM SEPTEMBER 13, 2019 TO JUNE 30, 2023 (“CLASS PERIOD”), YOU MAY
BE ELIGIBLE TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

18 **DRMC’S RECORDS INDICATE THAT YOU ARE ENTITLED TO PARTICIPATE IN**
19 **THE SETTLEMENT BASED ON THE FORMULA FOR PARTICIPATION DESCRIBED**
20 **IN SECTION [REDACTED] BELOW. BASED ON THE FORMULA, YOUR ESTIMATED SHARE**
21 **OF THE SETTLEMENT IS APPROXIMATELY \$ [REDACTED] BASED ON YOU**
22 **WORKING [REDACTED] QUALIFIED WORK WEEKS DURING THE CLASS PERIOD. *If you***
believe that you worked more workweeks, you can submit a challenge by the deadline date.

23 **IMPORTANTLY, TO RECEIVE YOUR SHARE OF THE**
24 **SETTLEMENT, YOU MUST COMPLETE AND TIMELY**
25 **SUBMIT THE ENCLOSED **GREEN** CLAIM FORM**

26 **You are NOT being sued.** However, your legal rights are affected whether you act or not.
27 **DRMC will not fire, punish, retaliate, or otherwise discriminate against anyone because he or she**
chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

28 **PLEASE READ THIS NOTICE**

WHAT INFORMATION IS IN THIS NOTICE

1.	Why It Is Important To Read This Notice:	2
2.	What The Case Is About:	2
3.	What Is The Class Action Settlement?	3
4.	Why Did Defendant Join in This Notice?	3
5.	Who Is The Plaintiff in This Class Action?	3
6.	Who Are The Attorneys Representing The Parties?	3
7.	What Do I Need To Do To Get Money From This Settlement?	3
8.	How Do I Remove Myself From This Settlement?	4
9.	What If I Disagree With The Terms Of The Settlement?	4
10.	How Does The Settlement Affect My Rights?	4
11.	How Much Can I Expect To Receive?	5
12.	How Will the Attorneys for the Class and Class Representative Be Paid?	8

1. Why It Is Important To Read This Notice:

The Superior Court of the State of California in and for the County of Kern (the “Court”) has granted Preliminary Approval to a proposed settlement (the “Settlement”) of a class action lawsuit regarding wage and hour claims of persons who were employed by DRMC as hourly, non-exempt employees in California. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

DRMC’s records show that you were employed by Adventist Health Delano dba Delano Regional Medical Center in California as an hourly, non-exempt employee sometime between September 13, 2019 and June 30, 2023. Therefore, you are a “Class Member” in this Lawsuit.

The purpose of this Notice is to provide you with a brief description of the class action lawsuit, what investigation of the claims has taken place, and, finally, to inform you of the terms of the proposed Settlement and to discuss your rights and options in connection with the lawsuit and the Settlement.

2. What The Case Is About:

A former DRMC employee filed an action against DRMC alleging that it failed to properly pay employees in accordance with California wage and hour laws. Specifically, the former employee sought damages, restitution, attorneys’ fees, and penalties on the basis of potential wage and hour violations, including without limitation, failure to pay overtime wages under Labor Code §§ 510, 1194 and the Wage Order(s), failure to pay all premium wages for meal and rest break violations, failure to pay reporting time pay, failure to reimburse business expenses under Labor Code § 2802, failure to provide accurate wage statements under Labor Code § 226, failure to pay wages at termination under Labor Code § 203, and such related and derivative claims under California Business & Professions Code §§ 17200 et seq. and Labor Code §§ 2698 et seq. (“Private Attorney General Act”).

DRMC denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff’s or the Class members’ claims under any statute, wage order, common law, or equitable theory.

Notwithstanding DRMC’s denial of liability, it has chosen to resolve the matter based upon the terms and conditions set forth in the settlement agreement now before the Court for approval.

1 **3. What Is The Class Action Settlement?**

2 The Court must approve the terms of the class action settlement described below as fair and
3 reasonable to the class. The settlement will affect all members of the class. This Notice will
4 explain the terms of the settlement and the amount of money you may get.

5 **4. Why Did Defendant Join in This Notice?**

6 The Defendant does not admit to any of the claims alleged in the lawsuit and denies that it owes
7 money for meal periods, wages, reimbursement of business expenses, waiting time penalties, that
8 it failed to provide accurate wage statements, or any derivative claims for any of the above under
9 Business & Professions Code §§ 17200 et seq. and Labor Code §§ 2698 et seq. The Defendant is
10 settling the class action lawsuit as a compromise. The Defendant reserves the right to object to
11 any claim if for any reason the settlement fails. The Court file has the settlement documents with
12 more information on the lawsuit.

13 **5. Who Is The Plaintiff in This Class Action?**

14 Justin Carino is the Plaintiff and Class Representative in this class action lawsuit. He is acting on
15 behalf of himself and on behalf of all other non-exempt hourly paid employees that worked for
16 Defendant.

17 **6. Who Are The Attorneys Representing The Parties?**

Attorneys for Plaintiff & the Class	Attorneys for Defendant
MOSS BOLLINGER, LLP Ari E. Moss Dennis F. Moss Jeremy F. Bollinger 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California 91403 Telephone: (310) 982-2984	ZIMMER & MELTON, LLP Micah K. Nilsson Justin L. Thomas 11601 Bolthouse Drive, Suite 100 Bakersfield, CA 93311 Telephone: (661) 463-6700

21 **7. What Do I Need To Do To Get Money From This Settlement?**

22 For purposes of the class action settlement, the Class Members are defined as all current and
23 former hourly-paid non-exempt employees of Defendant who work or worked for Defendant in
24 California at any time between September 13, 2019 and June 30, 2023.

25 Class Members must submit a timely and complete Claim Form (the green claim form sent with
26 this Notice) in order to receive their share of the settlement fund. All Class Members who do not
27 timely and effectively exclude themselves from the Settlement (“Verified Settlement Class
28 Members”) and who validly and timely submit the green Claim Form enclosed with this Notice
will receive their share of the settlement fund.

Following final approval of the class action settlement by the court, Defendant will fund the

1 settlement in a single installment. Distribution of the net settlement monies will be made within
2 fifteen (15) calendar days after final approval being granted by the court to the Verified Settlement
3 Class Members that timely and validly submit their Claim Forms.

4 ***8. How Do I Remove Myself From This Settlement?***

5 **Excluding Yourself from the Settlement.**

6 If you do not wish to take part in the settlement, you must submit a written request to the
7 Settlement Administrator to be excluded from the Settlement. The written request must: (a) state
8 your name, address, telephone number, last four digits of your Social Security Number, and the
9 dates (or approximate dates) of your employment; (b) clearly state that you wish to be excluded
10 from the Settlement; (c) be addressed to the Settlement Administrator,
11 _____; and (d) be postmarked on or before _____, 20____.

12 The Settlement Administrator is:

13 ### Settlement Administrators
14 P.O. Box [INSERT]
15 ## CA ###

16 The Judgment following approval of the class action settlement by the Court will bind all Class
17 Members who do not request exclusion from the class action settlement. Any class member who
18 does not request exclusion may, if they wish, enter an appearance through his or her own lawyer.

19 ***9. What If I Disagree With The Terms Of The Settlement?***

20 **Objecting to the Settlement**

21 If you wish to object to the Settlement, you must file your objection with the Settlement
22 Administrator. The objection should include your reasons why you believe the Court should not
23 approve the settlement, your name, address, and phone number, and/or the name, address and
24 phone number of the attorney representing you at your costs. For an objection to be considered
25 timely the Settlement Administrator must receive it no later than **DATE**. Counsel for the parties
26 may oppose your objection in writing or orally at the hearing on Final Approval. Whether or not
27 you appear at the hearing on Final Approval, the Court will consider all timely filed Objections.
28 Please note, that Objections served later than **DATE** shall be considered untimely and waived.

29 **DO NOT TELEPHONE THE COURT.**

30 You may also, if you wish, appear at the Settlement Fairness Hearing set for
31 _____ at _____ .m. in Kern County Superior Court and discuss your
32 objections with the Court and the Parties.

33 ***10. How Does The Settlement Affect My Rights?***

34 Attorneys for the Class, also known as "Class Counsel," appointed and approved by the Court for
35 settlement purposes only, will represent you.

36 If the proposed settlement is approved by the Court, a Judgment will be entered by the Court. The

1 Judgment following approval of the settlement by the Court will bind all Class Members who do
2 not request exclusion from the class action settlement. Any member who does not request
exclusion may, if they wish, enter an appearance through his or her own lawyer.

3 If the settlement is approved and you choose not to exclude yourself from the settlement, you will
4 be forever barred from asserting any of the claims arising out of or relating to the lawsuit against
5 Defendant (“Released Claims”¹) and all of its related entities and businesses, former and present
6 officers, officials, directors, administrators, attorneys, shareholders, respective agents, general
agents, insurers, reinsurers, payroll companies, representatives, owners, stockholders,
policyholders, partners, employees, trustees, heirs, successors, predecessors, assigns and
subsidiaries. (“Released Parties”).²

8 ***11. How Much Can I Expect To Receive?***

9 Defendant will pay a Class Settlement Amount of \$550,000.00 (“Gross Settlement Fund”) to
10 cover: (1) settlement payments to Settlement Class Members; (2) the costs of administering the
11 settlement; (3) Class Representative Enhancement to the Plaintiff; (4) payment of \$3,750.00 to the
California Labor and Workforce Development Agency (“LWDA”); and (5) the Class Counsel
Award.

12 After deducting the Class Representative Enhancements, Class Counsel’s awarded attorneys’ fees
13 and expenses, payment to the LWDA, and the Claims Administrator’s fees and expenses, the

14
15 ¹ “Released Claims” means Upon the final approval by the Court of this Settlement, and except as
16 to the right to enforce the terms and conditions of this Settlement Agreement, all Class Members,
17 except those who have filed a timely request for exclusion, hereby fully release Defendant and the
18 Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
19 premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of
20 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
21 theory under federal and state law for any alleged failure to pay all wages due (including minimum
22 and overtime wages), failure to pay for all hours worked (including off-the clock work, reporting
23 time pay, and on-call pay), failure to pay all premiums for meal and rest period violations, failure
24 to comply with California’s Paid Sick Leave law, failure to reimburse for necessary expenses,
failure to timely pay wages and final wages, failure to furnish accurate wage statements including
claims derivative and/or related to these claims, conversion of wages, and record-keeping
violations, up to and including the date of preliminary approval by the Court. In addition, the
Released Claims shall include without limitation, claims that were raised, or that reasonably could
have been raised based on the facts and allegations in the Action under the applicable regulations,
Wage Orders and Labor Code, including sections 201, 202, 203, 204, 218, 218.5, 226, 226.3,
226.7, 227.3, 246, 246.5, 510, 511, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and
2802 as well as claims under Business and Professions Code section 17200 et seq., as alleged in
the Action, and/or Labor Code section 2698 et seq. based on alleged violations of these Labor
Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, et seq

25 ² “Released Parties” include, but are not limited to Adventist Health Systems/West and Adventist
26 Health Delano dba Delano Regional Medical Center and each of its past or present officers,
27 directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
consultants, members, insurers and reinsurers, and its and their respective successors and
predecessors in interest, subsidiaries, affiliates, parent companies, affiliated corporations, and
attorneys.

1 balance of the Gross Settlement Fund (the “Net Settlement Fund”) will be available for payment to
2 Settlement Class Members. The Net Settlement Fund will be apportioned among Settlement Class
3 Members based on membership in one or more subclasses, the number of workweeks and pay
4 periods worked as a non-exempt hourly-paid employee during the Settlement Class Period and
whether the member experienced a termination between September 13, 2019 and June 30, 2023.
The Net Settlement Fund is [REDACTED].

5 The Settlement Payments for each Verified Settlement Class Member shall be determined on a
6 pro-rata basis based on the formula below.

7 Each Participating Settlement Class Member’s Settlement Payment will be allocated as follows:
8 20% to satisfaction of claims for unpaid wages (subject to required wage withholdings and
9 deductions), 30% to interest, and 50% to the satisfaction of claims for penalties.

10 An “Individual Settlement Payment” for each Class Member will then be determined by the
11 following formula:

- 12 i) Each member of the Class who worked a 12-Hour Alternative Workweek Schedule shall
13 receive three (3) Settlement Shares for each Qualified Work Week worked during the
14 period of September 13, 2019 and the end of the Release Period;
- 15 ii) Each member of the the Class who worked a 10-Hour Alternative Workweek Schedule
16 shall receive two (2) Settlement Shares for each Qualified Work Week worked during the
17 period of September 13, 2019 and the end of the Release Period
- 18 iii) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative
19 Workweek Schedule shall receive one (1) Settlement Share for each Qualified Work
20 Week worked during the period of September 13, 2019 and the end of the Release Period;
- 21 iv) Each member of the Class who worked a 12-Hour or 10-Hour Alternative Workweek
22 Schedule and whose employment by Defendant ended during the period of September 13,
23 2020 and the end of the Release Period shall be allocated twenty (20) Settlement Shares to
24 resolve waiting time penalties claims;
- 25 v) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative
26 Workweek Schedule and whose employment by Defendant ended between May 23, 2022
27 (the date of the Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.*)
28 and the end of the Release Period shall be allocated twenty (20) Settlement Shares to
resolve waiting time penalties claims;
- vi) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative
Workweek Schedule and whose employment by Defendant ended between September 13,
2020 and May 23, 2022 shall be allocated two (2) Settlement Shares to resolve waiting
time penalties claims;
- vii) Each member of the Class who worked a 12-Hour Alternative Workweek Schedule shall
receive three (3) Settlement Share for each pay period worked during the period of
September 13, 2022 and the end of the Release Period to resolve wage statement penalties
claims;
- viii) Each member of the Class who worked a 10-Hour Alternative Workweek Schedule shall
receive two (2) Settlement Share for each pay period worked during the period of
September 13, 2022 and the end of the Release Period to resolve wage statement
penalties claims;

- ix) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive three (3) Settlement Share for each pay period in which the member received a meal period premium during the period of between May 23, 2022 and the end of the Release Period to resolve wage statement penalties claims;
- x) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive one (1) Settlement Share for each pay period in which the member received a meal period premium during the period of September 13, 2020 and May 23, 2022 to resolve wage statement penalties claims ;
- xi) The Administrator shall calculate the total Settlement Shares of all Settlement Class Members.
- xii) To determine each individual Settlement Class Members share of the Net Settlement Amount (or Individual Settlement Payment), the Administrator shall divide each Settlement Class Member's total individual Settlement Shares by the total Settlement Shares of all Settlement Class Members and then multiply that number (or ratio) by the Net Settlement Amount as expressed in the following formula: Individual Settlement Share Ratio x Net Settlement Amount = Individual Settlement Payment.

Employee taxes will be withheld from the wages portion only in accordance with the most recent W-4 or withholding instructions provided to Defendant, unless none is available, in which case a Form 1099 shall be used. Defendant's employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI) in regard to the wage portion of the Individual Settlement Payments shall be paid by Defendant separately and in addition to the Gross Settlement Fund. This will be a claims-made settlement where 50% of the Net Settlement ("Settlement Floor") will be guaranteed to be paid to the Class Members that timely file claims based on the formula set forth above. If the amount claimed by Class Members is less than the Settlement Floor, the value of the claims will be increased pro-rata until the Settlement Floor is met. All wages paid to Settlement Class Members shall be reflected on their individual W-2 forms. All remaining portions of any Individual Settlement Payments made to Settlement Class Members shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the Individual Class Members.

Workweek Challenges. The number of Qualified Work Weeks you worked during the Class Period, as recorded in DRMC's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Work Weeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. The last page of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DRMC's calculation of Work Weeks based on DRMC'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 Work Week challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and DRMC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

The Final Approval or Final Fairness Hearing will be on DATE. You are welcome to attend and be heard by the Court. The Court may change the date/time of the hearing, so you should consult the Court's website ADDRESS as the date approaches, if you want to appear. It is unnecessary to file an objection with the Court to be heard on matters unrelated to an

1 objection. If you exclude yourself from the Settlement, you may not be heard at the Final
2 Approval Hearing.

3 **12. How Will the Attorneys for the Class and Class Representative Be Paid?**

4 The attorneys for the Representative Plaintiff and the Class will be paid from the Gross Settlement
5 Fund. The actual amount awarded will be determined by the Court, but will not exceed
6 \$192,500.00, plus actual expenses and costs not to exceed \$14,000. Additionally, Plaintiff Carino
7 will seek reimbursement for his services as Class Representatives in an amount not to exceed
8 \$10,000.

9 IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class
10 Counsel at Moss Bollinger, LLP, Jeremy Bollinger, 15300 Ventura Boulevard, Suite 207 Sherman
11 Oaks, California 91403. (310) 982-2984, or the Settlement Administrator at the telephone number
12 listed below, toll free.

13 *Carino v. Adventist Health Delano*

14 Settlement Administrator

15 c/o

16 [INSERT NAME OF ADMINISTRATOR]

17 P.O. Box [INSERT ADDRESS]

18 ###, CA ###

19 Phone: [INSERT PHONE NUMBER]

20 **PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
21 SETTLEMENT OR THE CLAIMS PROCESS.**

22 **DATE:** _____
23
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EXHIBIT B

CLAIM FORM

Carino v. Adventist Health Delano
KERN COUNTY SUPERIOR COURT, CASE NO. 20-102879

You must complete and timely return this Claim Form to be eligible for an Individual Settlement Payment. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date, and mail this Claim Form by first-class mail postmarked on or before [45] days after mailing, and addressed to the Claims Administrator at the following address in order to be eligible to receive a settlement award. Whether you are a current or former non-exempt employee of Adventist Health Delano dba Delano Regional Medical Center ("DRMC"), your decision whether to submit this Claim Form will not affect your employment with DRMC. DRMC will not retaliate against you.

MAIL, FAX OR EMAIL TO:
NAME
ADDRESS
CITY, STATE ZIP
Telephone: 1 (800) -
Facsimile: 1 (800) XXX-XXXX
Email:

INSTRUCTIONS

A. You must complete, sign, date, and mail, fax, or email this Claim Form to be eligible for a settlement award. Your Claim Form must be filled out completely, signed, dated and postmarked or received via facsimile or email on or before [45] days after mailing date], or it will be rejected. If you fail to submit your Claim Form by the deadline, your claim will be rejected and you will not receive any money in connection with the Settlement (although you will be bound by the other provisions of the Stipulation of Settlement). You will not be retaliated against for participating in the Settlement.

B. You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing.

C. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

(1) Please review the following identifying information, and make any necessary changes in the right-hand column:

||||| Claim #

First, Last

c/o

Address1 Address2

City, State, Zip, Country

()

Area Code

Work Telephone Number

Name/Address Changes (if any):

()

Area Code

Home Telephone Number

(2) Weeks Worked During Class Period: According to DRMC's records, you worked [] workweeks as an hourly employee between September 13, 2019 through June 30, 2023 ("Class Period"). Assuming 100 percent participation in the Settlement and no changes to the number of weeks worked by Class Members, your individual share of the Settlement is estimated to be approximately \$[]. Your actual share of the Settlement could be more or less depending on the number of persons and the number of workweeks participating in the Settlement.

(3) If you disagree with the number of workweeks stated in Paragraph (2) above, you may send a letter to the Claims Administrator, along with this completed Claim Form, indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is correct.

If you dispute the number of workweeks as stated in Paragraph (2) above, DRMC's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise, and that DRMC's records are mistaken. If there is a dispute

about whether DRMC's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement that accompanies this Claim Form. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Please Note: All Settlement Awards are subject to taxation as wages and will be reported to the IRS and state tax authorities. You will receive IRS Forms W-2 and 1099-MISC covering your Settlement Award. Although DRMC has your Social Security Number, your check will be issued by the Claims Administrator using your Social Security Number ("SSN"). Accordingly, you must confirm the last four digits of the SSN you provided to DRMC below.

Taxpayer Identification Information

Print name as shown on your income tax return if different from [name]

Name: _____

(First)

(Middle)

(Last)

Enter ONLY last four digits of the Social Security Number (SSN) you provided to DRMC:

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My signature below constitutes a full and complete release of any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum and overtime wages), failure to pay for all hours worked (including off-the clock work, reporting time pay, and on-call pay), failure to pay all premiums for meal and rest period violations, failure to comply with California's Paid Sick Leave law, failure to reimburse for necessary expenses, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, conversion of wages, and record-keeping violations, up to and including the date of preliminary approval by the Court. In addition, the Released Claims shall include without limitation, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Action under the applicable regulations, Wage Orders and Labor Code, including sections 201, 202, 203, 204, 218, 218.5, 226, 226.3, 226.7, 227.3, 246, 246.5, 510, 511, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802 as well as claims under Business and Professions Code section 17200 et seq., as alleged in the Action, and/or Labor Code section 2698 et seq. based on alleged violations of these Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, et seq.

I declare under penalty of perjury under the laws of the State of California and the United States that I am entitled to an Individual Settlement Payment for the Released Claims, and that the foregoing release is voluntary and true, correct and effective.

(Sign your name here)

Date

EXHIBIT C

Carino v. Adventist Health Delano
c/o Administrator
P.O. Box XXXX
XXXX

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID

«Barcode»

«BarCodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Carino v. Adventist Health Delano

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF KERN, Case No. BCV-20-102879

On [REDACTED], 2023, a Notice and Claim Form (“Notice Packet”) were mailed to you describing the settlement of the above-referenced case and your right to submit a claim or a request to be excluded from the settlement.

Response Deadline: To submit a timely claim or a request to be excluded from the settlement it **must be** post-marked, faxed or emailed on or before [REDACTED], 2023.

If you lost or misplaced the Notice of Pendency of Class Action Settlement and Claim Form you should contact the Claims Administrator immediately at (XXX) XXX-XXXX to request another Notice Packet to be mailed to you. Again, your claim form or request to be excluded from the settlement must be post-marked, faxed or emailed on or before [REDACTED], 2023 and mailed to the address indicated below:

Carino v. Adventist Health Delano

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF KERN, Case No. BCV-20-102879

El [REDACTED] 2023 un Aviso y un Formulario de Reclamacion (“Paquete de Aviso”) se le fue enviados que describen el arreglo del caso mencionado anteriormente y su derecho a presentar un reclamo o una solicitud para ser excluido del Acuerdo.

Plazo para presentar su respuesta: Para presentar su reclamo o solicitud de exclusión dentro del plazo, estos **deben** estar estampados por el Correo a mas tardar con fecha [REDACTED] 2023.

Si perdió o extravió el Aviso del Acuerdo de la Acción de Grupo y el Formulario de Reclamo usted debe comunicarse inmediatamente con el Administrador de Reclamos llamando al (XXX) XXX-XXXX para solicitar que se le envíe por correo otro Paquete de Aviso. Nuevamente, su formulario de reclamo o su solicitud para ser excluido **deben** estar estampados por el Correo a mas tardar con fecha [REDACTED] 2023 y enviarlo a la dirección indicada a continuacion:

Carino v. Adventist Health Delano

c/o Administrator

P.O Box XXX

[REDACTED], CA XXXXX

Facsimile: 1 (800) XXX-XXXX

Email: [REDACTED]

For further questions you can also contact:

Administrator — (XXX) XXX-XXXX

EXHIBIT D

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