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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LAURA ORTIZ, an individual, on behalf of
herself and all others similarly situated,,

Plaintiff,

v.

CASA COLINA, INC., a California
Corporation, and DOES 1 through 100,,

Defendants.

Case No. BC682710

Assigned to: Hon. David S. Cunningham,
Dept. 11

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE AND
REPRESENTATIVE ACTION**

Complaint Filed:

November 7, 2017

FAC Filed::

September 11, 2020

Trial Date:

None Set

**STIPULATION AND SETTLEMENT OF CLASS
AND REPRESENTATIVE ACTION**

I. Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiffs Tiffany Schneidmiller and Maria Alicia Ortega (“Plaintiffs”), individually and on behalf of all others similarly situated and alleged aggrieved employees, on the one hand, and Defendants Casa Colina, Inc. and Casa Colina Hospital And Centers For Healthcare (“Defendants”), on the other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the class and representative actions designated Laura Ortiz v. Casa Colina, Inc., et al., Los Angeles County Superior Court Case No. BC682710¹ and Maria Alicia Ortega v. Casa Colina Hospital And Centers For Healthcare, et al., Los Angeles County Superior Court Case No. 21STCV20670 (the “Actions”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”). Upon the Effective Date, and the payment by Defendants of all monies due under the Agreement, Plaintiffs shall file with the Court (1) a Satisfaction of Judgment; and (2) a declaration from the Settlement Administrator certifying that all payments have been distributed, as more fully set forth herein.

II. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

A. “Actions.”

The cases entitled Laura Ortiz v. Casa Colina, Inc., et al., Los Angeles County Superior Court Case No. BC682710 (“the Ortiz/Schneidmiller Action”), and Maria Alicia Ortega v. Casa Colina Hospital And Centers For Healthcare, et al., Los Angeles County Superior Court Case No. 21STCV20670 (“the Ortega Action”).

¹ Laura Ortiz is no longer a party to this case and has been replaced as a proposed class representative by Plaintiff Tiffany Schneidmiller.

1 **B. “Aggrieved Employees.”**

2 All current and former non-exempt employees of Defendants employed in California
3 during the Aggrieved Employee Time Period. Individuals who opt out of the class shall still be
4 deemed Aggrieved Employees. Aggrieved Employees are “aggrieved employees” within the
5 meaning of California Labor Code section 2699(c).

6 **C. “Aggrieved Employee Time Period.”**

7 The period from October 20, 2016 through the date of preliminary approval.

8 **D. “Amended Complaint.”**

9 The amended complaint Plaintiff Tiffany Schneidmiller will file, upon seeking and
10 receiving Court approval, to add Maria Alicia Ortega as a named plaintiff, and add class,
11 collective and representative action allegations encompassing any and all of the Released Class
12 Claims (defined below), causes of action asserted in the *Ortega* action, causes of action under the
13 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) to the extent the FLSA overlaps with
14 the Released Class Claims, and any and all other claims/causes of action encompassed by the
15 Released Class Claims.

16 **E. “Attorneys’ Fees and Costs.”**

17 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
18 Counsel’s litigation and resolution of the *Ortiz/Schneidmiller* Action and the *Ortega* Action, and
19 all costs incurred and to be incurred by Class Counsel in the *Ortiz/Schneidmiller* Action and the
20 *Ortega* Action, including, but not limited to, costs associated with documenting the Settlement,
21 securing the Court’s approval of the Settlement, any expert expenses, and securing dismissal of
22 the *Ortiz/Schneidmiller* Action and the claims in the *Ortega* Action which are covered by the
23 Released Class Claims as defined herein. Class Counsel will request attorneys’ fees not to exceed
24 one-third (1/3) of the Class Settlement Amount of \$750,000.00, which is a total of \$250,000.00.
25 The costs requested to be reimbursed will not exceed \$35,000.00. The attorneys’ fees and costs
26 awarded are subject to the Court’s approval. Such Attorneys’ Fees and Costs shall be paid from
27 the Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys’
28

1 Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all
2 applicable taxes on the payment made pursuant to this Section.

3 **F. “Claims Administrator.”**

4 Phoenix Settlement Administrators shall be the third-party class action settlement
5 claims administrator as agreed to by the Parties and approved by the Court for the purposes of
6 administering this Settlement. The Parties each represent that they do not have any financial
7 interest in the Claims Administrator or otherwise have a relationship with the Claims
8 Administrator that could create a conflict of interest.

9 **G. “Claims Administration Costs.”**

10 The costs payable from the Class Settlement Amount to the Claims Administrator
11 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
12 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
13 distributing the Class Settlement Amount, and providing necessary reports and declarations, and
14 other duties and responsibilities set forth herein to process this Settlement Agreement, and as
15 requested by the Parties. The Claims Administration Costs will be paid from the Class Settlement
16 Amount, including, if necessary, any such costs in excess of the amount represented by the Claims
17 Administrator as being the maximum costs necessary to administer the Settlement. The Claims
18 Administration Costs are currently estimated to be \$22,500.00. To the extent actual Claims
19 Administration Costs are greater than \$22,500.00, such excess amount will be deducted from the
20 Class Settlement Amount, subject to the Court’s approval. The Claims Administration Costs will
21 be paid no sooner than fifteen (15) calendar days following the Effective Date.

22 **H. “Class Counsel.”**

23 Burrows Law Firm, Novak Law Firm, PC, and Haines Law Group, APC, shall be
24 appointed Class Counsel upon approval by the Court.

25 **I. “Class List.”**

26 A complete list of all Class Members that Defendants will diligently and in good
27 faith compile from their records and provide to the Claims Administrator within twenty-one (21)
28 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a

1 readable Microsoft Office Excel spreadsheet and will include each Class Member's full name,
2 most recent mailing address, telephone number, Social Security number, dates of employment
3 (*i.e.*, hire date and termination date, if applicable), approximate number of workweeks, and any
4 other relevant information needed to calculate settlement payments.

5 **J. "Class Member(s)" or "Settlement Class."**

6 All current and former non-exempt employees of Defendants employed in
7 California at any time during the Class Period.

8 **K. "Class Period."**

9 The period from November 7, 2013 through the date of preliminary approval.

10 **L. "Class Representative Enhancement Payment."**

11 The amount to be paid to Plaintiffs in recognition of their effort and work in
12 prosecuting the Actions on behalf of Class Members and for their general release of claims.
13 Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs will request
14 Court approval of a Class Representative Enhancement Payment of \$5,000.00 for Plaintiff Tiffany
15 Schneidmiller and \$5,000.00 to Plaintiff Maria Alicia Ortega. Plaintiffs will be issued an IRS
16 Form 1099 in connection with their respective Class Representative Enhancement Payments.
17 Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this
18 payment and shall hold Defendants harmless from any claim or liability for taxes, penalties or
19 interest arising as a result of the payment. The Class Representative Enhancement Payments will
20 be paid from the Class Settlement Amount and will be in addition to Plaintiffs' Individual
21 Settlement Payment paid pursuant to the Settlement, and are conditioned on the execution of a
22 stand-alone settlement agreement and general release of all claims. Defendants make no
23 representations as to the tax treatment or legal effect of the payment called for herein, and
24 Plaintiffs are not relying on any statement or representation by Defendants or their counsel in this
25 regard.

26 **M. "Class Settlement Amount."**

27 The sum of no more than \$750,000.00 to be paid by Defendants in full satisfaction
28 of all claims arising from the Actions. The Class Settlement Amount includes all Individual

1 Settlement Payments to Class Members, Individual PAGA Settlement Payments to Aggrieved
2 Employees, the Class Representative Enhancement Payments to Plaintiffs, Claims Administration
3 Costs to the Claims Administrator, the Labor and Workforce Development Agency Payment, and
4 the Attorneys' Fees and Costs. Defendants will be responsible for any employer payroll taxes
5 required by law, separate and in addition to the Class Settlement Amount, including the employer
6 FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments.

7 **N. "Effective Date."**

8 The date on which the Final Award becomes final. For purposes of this Section,
9 the Final Award "becomes final" only after the Court grants the Motion for Final Approval and
10 upon service of the Notice of Entry of Order and Judgment, the claims released by this settlement
11 are dismissed in the *Ortega* Action, and upon the latter of: (i) if no appeal and/or objection is filed,
12 the expiration date of the time for the filing or noticing of any appeal from, or other challenge to,
13 the Order Granting Final Approval and/or Judgment (this time period shall not be less than
14 seventy (70) calendar days after the Court's Order is entered); (ii) the date of affirmance of an
15 appeal of the Order Granting Final Approval and/or Judgment becomes final under the California
16 Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final
17 Approval and/or Judgment or the final dismissal of any proceeding on review of any court of
18 appeal decision relating to the Order Granting Final Approval.

19 **O. "Final Approval" or "Final Award."**

20 The Court entering an Order Granting Final Approval of the Settlement Agreement.

21 **P. "Individual Settlement Payment."**

22 Each Class Member's share of the Net Settlement Amount, which shall be
23 distributed to the Class Members, less employee portions of state and federal withholding taxes,
24 including the employee FICA, FUTA and SDI contributions and any other applicable payroll
25 deductions required by law as a result of the payment of the amount allocated to such Class
26 Member as set forth herein.

1 **Q. “Individual PAGA Settlement Payment.”**

2 Each Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the
3 PAGA Settlement Amount.

4 **R. “LWDA Notice.”**

5 The Parties agree that Plaintiff Schneidmiller will submit Notice to the Labor and
6 Workforce Development Agency (“LWDA”) of this Settlement along with a copy of this
7 Settlement Agreement within ten (10) calendar days of its execution by all Parties and Class
8 Counsel, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final
9 Award) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

10 **S. “LWDA Payment.”**

11 The amount that the Parties have agreed to pay to the LWDA in connection with
12 the California Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that
13 \$40,000.00 of the Class Settlement Amount will be allocated to the resolution of any Class
14 Members’ claims arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA,
15 \$30,000.00 (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$10,000.00
16 (25%) of the PAGA Settlement Amount will be included in the Net Settlement Amount.

17 **T. “Net Settlement Amount.”**

18 The portion of the Class Settlement Amount remaining after deduction of the
19 approved Class Representative Enhancement Payment, Claims Administration Costs, LWDA
20 Payment, PAGA Settlement Amount, and the Attorneys’ Fees and Costs.

21 **U. “Notice of Class Action Settlement.”**

22 The document substantially in the form attached as Exhibit 1 that will be mailed to
23 Class Members’ last known addresses and which will provide Class Members with information
24 regarding the Actions and information regarding the Settlement.

25 **V. “Notice of Objection.”**

26 The Court may hear from any Settlement Class Member who attends the final approval
27 hearing and asks to speak regarding his or her objection. In order for any Settlement Class member
28 to object to this Settlement, or any term of it, the person making the objection must not submit a

1 request for exclusion (i.e., must not opt out). While not required, the preferred method by which
2 any Settlement Class member may to object to this Settlement, or any term of it, is that the
3 objecting Class Member, by no later than forty-five (45) days after the Notice of Proposed Class
4 Action Settlement was initially mailed to the Settlement Class members, mail or fax to the
5 Settlement Administrator a written statement of the grounds of objection, signed by the objecting
6 Settlement Class member or his or her attorney, along with all supporting papers. All such
7 objections and written notices of intention to appear should be signed and contain the Settlement
8 Class member's name and address and the address of counsel, if any. If submitted in this manner,
9 the objection should clearly explain why the settlement class member objects to the Settlement
10 and state whether the Settlement Class member (or someone on his or her behalf) intends to appear
11 at the Final Approval Hearing. The Settlement Administrator shall immediately upon receipt
12 transmit to the Parties' counsel copies of all objections and supporting papers. The Parties then
13 shall file any objections received in this manner and all supporting papers with the Court as soon
14 as practicable but not more than three (3) business days after receipt. A Settlement Class member
15 may appear personally or through an attorney, at his or her own expense, at the Final Approval
16 hearing to present his or her objection directly to the Court. If a Settlement Class member objects
17 to this Settlement, the Settlement Class member will remain a member of the Settlement Class and
18 if the Court approves this Agreement, the Settlement Class member will be bound by the terms of
19 the Settlement and Final Approval in the same way and to the same extent as a settlement class
20 member who does not object. The Court retains final authority with respect to the consideration
21 and admissibility of any Settlement Class member objections. Neither the Parties nor their counsel
22 will solicit or otherwise encourage Class Members to submit written objections to the Settlement
23 Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class
24 Members with respect to any such objections to this Settlement.

25 **W. "Notice Packet."**

26 The Notice of Class Action Settlement Individual Settlement Payment calculations,
27 and Individual PAGA Payment calculations to include workweek information.

1 **X. “PAGA Settlement Amount.”**

2 The Parties have agreed that \$40,000.00 of the Class Settlement Amount will be allocated
3 to the resolution of any Aggrieved Employees’ claims arising under the PAGA (“PAGA
4 Settlement Amount”). Seventy-five percent (75%) of the PAGA Settlement Amount, Thirty
5 Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining
6 twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00) of the PAGA
7 Settlement Amount will be distributed to the Aggrieved Employees on a pro rata basis.

8 **Y. “Plaintiffs.”**

9 Plaintiff Tiffany Schneidmiller and Maria Alicia Ortega.

10 **Z. “Plaintiffs’ Released Claims.”**

11 Upon the Effective Date, and as a condition of receiving any portion of their Class
12 Representative Enhancement Payment, Plaintiffs shall fully and finally release the Released
13 Parties from any and all claims, known and unknown, under federal, state and/or local law, statute,
14 ordinance, regulation, common law, or other source of law, including but not limited to claims
15 arising from or related to their employment with Defendants and their compensation while an
16 employee of Defendants. Plaintiffs’ Released Claims include, but are not limited to, all claims
17 asserted in, arising from, or related to the Actions and the Released Class Claims (defined below).
18 Plaintiffs’ Released Claims include all claims for unpaid wages, including, but not limited to,
19 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
20 compensation, and interest; the calculation of the regular rate of pay; wages related to alleged
21 illegal time rounding; failure to pay wages at least twice each calendar month;
22 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;
23 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery
24 periods; the calculation of meal period, rest period, and/or recovery period premiums;
25 reimbursement for all necessary business expenses; payment for all hours worked, including off-
26 the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide
27 suitable seating; unlawful deductions and/or withholdings from wages; unfair business practices;
28 penalties, including, but not limited to, recordkeeping penalties, wage statement penalties,

1 minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs'
2 Released Claims include all claims arising under the California Labor Code (including, but not
3 limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5,
4 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5,
5 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
6 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2802); all claims arising under:
7 the Wage Orders of the California Industrial Welfare Commission; the California Private
8 Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200,
9 *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR § 11100;
10 California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA,
11 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the
12 Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs'
13 Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation,
14 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for
15 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
16 only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans
17 with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the
18 California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This
19 release excludes the release of claims not permitted by law, including but not limited to claims
20 brought for workers' compensation benefits.

21 Plaintiffs' Released Claims include all claims, whether known or unknown. Even
22 if Plaintiffs discover facts in addition to or different from those that they now know or believe to
23 be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain
24 released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights
25 and benefits of section 1542 of the California Civil Code, which reads:

26 **A general release does not extend to claims that the creditor or releasing party**
27 **does not know or suspect to exist in his or her favor at the time of executing**
28

1 the release and that, if known by him or her, would have materially affected
2 his or her settlement with the debtor or released party.

3 **AA. "Preliminary Approval."**

4 The Court's order granting preliminary approval of the Settlement Agreement.

5 **BB. "Qualified Settlement Account."**

6 The fund established by the Claims Administrator pursuant to Internal Revenue
7 Code Section 1.468B-1.

8 **CC. "Released Aggrieved Employee Claims."**

9 All Aggrieved Employees, including those who timely and effectively exclude
10 themselves from the Settlement, shall nevertheless be bound by the Released Aggrieved Employee
11 Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved
12 Employees who timely and effectively exclude themselves from the Settlement shall have their
13 PAGA claims released only for the Aggrieved Employee Time Period. The Released Aggrieved
14 Employee Claims include any and all claims asserted in the Actions, and wage and hour claims,
15 rights, demands, liabilities and causes of action of any nature or description arising from or related
16 to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based
17 on the facts and claims alleged in the Complaint, the First Amended Complaint, and the October
18 20, 2017 and September 11, 2020 LWDA exhaustion letters.

19 **DD. "Released Class Claims."**

20 As of the date of the Order Granting Final Approval, and only after the Settlement
21 has been fully funded by Defendant, all Class Members shall fully and finally release Released
22 Parties of the Released Class Claims. The Released Class Claims include any and all claims,
23 wage and hour claims, rights, demands, liabilities and causes of action of any nature or description
24 alleged/asserted in the Actions, as amended, arising from or related to the facts and claims
25 alleged/asserted in the Actions, that could have been alleged/asserted in the Actions based on the
26 facts and claims alleged in the Actions, as amended during the Class Period, and the facts and
27 claims asserted in, arising from or related to, or could have been alleged in: the PAGA letter dated
28 October 20, 2017 which was sent to the LWDA on behalf of Laura Ortiz and other alleged

1 aggrieved employees and which is identified on the LWDA's website as LWDA-CM-364673-17;
2 the PAGA letter dated September 11, 2020 which was sent to the LWDA on behalf of Plaintiff
3 Tiffany Schneidmiller and other alleged aggrieved employees and which is identified on the
4 LWDA's website as LWDA-CM-805908-20; and/or the PAGA letter dated June 2, 2021 which
5 was sent to the LWDA on behalf of Plaintiff Maria Alicia Ortega and other alleged aggrieved
6 employees and which is identified on the LWDA's website as LWDA-CM-833879-21.

7 The Released Class Claims include all claims for unpaid wages, including, but not
8 limited to, failure to pay minimum wages, straight time compensation, overtime compensation,
9 double-time compensation, and interest; the calculation of the regular rate of pay; wages related to
10 alleged unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay
11 wages at least twice each calendar month; missed/short/late/interrupted meal period, rest period,
12 and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and
13 permit rest periods and/or recovery periods; the calculation of meal, rest, and/or recovery period
14 premiums; reimbursement for all necessary business expenses; payment for all hours worked,
15 including off-the-clock work; failure to provide accurate itemized wage statements; deductions;
16 failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair
17 business practices; penalties, including, but not limited to, recordkeeping penalties, wage
18 statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and
19 costs; for civil and statutory penalties, including wage statement penalties, record keeping
20 penalties, minimum wage penalties, penalties for personnel file violations; attorneys' fees and
21 costs; and unfair business practices related to the Released Class Claims. The Released Class
22 Claims also include but are not limited to all such claims arising under: California Labor Code
23 sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 205.5, 206, 210, 216, 218,
24 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 247.5,
25 248.5, 256, 450, 510, 511, 512, 515, 516, 558, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12,
26 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2802, and
27 2804; claims arising under the California Private Attorneys General Act of 2004 ("PAGA");
28 California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims

1 under the California Business and Professions Code section 17200, *et seq.*; the Release shall also
2 include all claims relating to the Released Class Claims under the applicable Wage Orders of the
3 California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-
4 2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage
5 statements, failure to provide right to inspect or copy personnel files, failure to keep accurate
6 records, for civil and statutory penalties, including wage statement penalties, record keeping
7 penalties, reporting time pay, and penalties for personnel file violation. The Released Class
8 Claims shall include those under the Fair Labor and Standards Act (“FLSA”), including those
9 related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, *et*
10 *seq.*; and all state and federal law equivalents arising from or related to the facts and claims
11 alleged in the Actions and/or LWDA letters or that could have been alleged in the Actions and/or
12 LWDA letters; California Civil Code sections 3287, 3288, 3289; California Code of Civil
13 Procedure § 1021.5; and the California common law of contract. This release excludes the release
14 of claims not permitted by law, including but not limited to claims brought for workers’
15 compensation benefits.

16 Class Members who timely cash or otherwise negotiate their Settlement Payment
17 Check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those
18 Class Members, the Released Class Claims include any and all claims the Class Members may
19 have under the FLSA asserted in the Actions, arising from or related to the facts and claims
20 alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims
21 alleged in the Actions, as amended, during the Class Period. Only those Class Members who
22 timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted
23 into the Actions for purposes of the FLSA and thereby release and waive any of their claims under
24 the FLSA arising under or relating to the alleged claims.

25 The following language will be printed on the reverse of each Settlement Payment
26 Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge
27 that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement
28 and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Actions], elect to

1 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
2 are covered by the Settlement.”

3 Upon entry of Judgment, Class Members are precluded from filing a wage and hour
4 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of
5 action encompassed by the Released Class Claims which are extinguished and precluded pursuant
6 to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

7 Following entry of Judgment, counsel for Plaintiff Maria Alicia Ortega shall
8 request dismissal with prejudice of the claims asserted in the *Ortega* Action which are covered by
9 the Released Class Claims as set forth herein. Entry of dismissal of the *Ortega* Action by the
10 Court is an express condition precedent to the Settlement Payment.

11 This release excludes the release of claims not permitted by law.

12 **EE. “Released Parties.”**

13 Defendants (Casa Colina, Inc, and Casa Colina Hospital and Centers for
14 Healthcare) and their parents, subsidiaries, affiliated companies (including but not limited to, Casa
15 Colina Centers for Rehabilitation, Inc. (TLC – Transitional Living Center); Padua Village, Inc.;
16 Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc. (CORS); Casa Colina
17 Medical Office Building, LLC; Casa Colina Centers for Rehabilitation Foundation; and Casa
18 Colina Diagnostic Imaging Center (DIC)), past, present and future agents, employees, servants,
19 officers, directors, managing agents, members, owners (whether direct or indirect), general
20 partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or
21 ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
22 and/or partnerships, tempotary staffing firms, divisions, assigns, predecessors, successors,
23 insurers, consultants, joint venturers, joint employers, potential and alleged joint employers,
24 temporary staffing agencies, dual employers, potential and alleged dual employers, co-employers,
25 potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, alleged
26 alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to
27 have joint liability, and all of their respective past, present and future employees, directors,
28 officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders,

1 fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons
2 acting under, by, through or in concert with any of them.

3 **FF. “Request for Exclusion.”**

4 A notice submitted by a Class Member requesting to be excluded from the
5 Settlement. For the Request for Exclusion to be valid, it must include the Class Member’s full
6 name, signature, address, telephone number and a written statement requesting to be excluded
7 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Claims
8 Administrator at the specified address or facsimile number and postmarked or faxed on or before
9 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
10 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
11 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed
12 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
13 granted Final Approval by the Court. Any Class Member who timely submits a valid Request for
14 Exclusion will not receive payment from the Settlement, and will not be bound by the terms of the
15 Settlement Agreement or Judgment (with the exception of claims arising under the PAGA).
16 Eligible Aggrieved Employees will receive their share of the employee portion of the PAGA
17 Settlement Amount and will be deemed to have released any claims arising out of PAGA,
18 regardless of whether they submit a Request for Exclusion.

19 **GG. “Response Deadline.”**

20 The deadline by which Class Members must mail or fax to the Claims
21 Administrator valid Requests for Exclusion, or workweek disputes. The Response Deadline will
22 be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims
23 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
24 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
25 Response Deadline for Requests for Exclusion or workweek disputes will be extended fifteen (15)
26 calendar days for any Class Member who is re-mailed a Notice Packet by the Claims
27 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
28 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The

1 Response Deadline may also be extended by express agreement between Class Counsel and
2 Defendants. Under no circumstances, however, will the Claims Administrator have the authority
3 to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or
4 workweek disputes.

5 **HH. “Satisfaction of Judgment.”**

6 Upon the Effective Date and payment by Defendants of all monies due under the
7 Settlement Agreement and entry of the Order Granting Final Approval, Plaintiff Schneidmiller
8 shall file with the Court (1) a Satisfaction of Judgment; and (2) a declaration from the Settlement
9 Administrator certifying that all payments have been distributed, pursuant to this agreement.

10 **II. “Settlement Payment Check.”**

11 The payment to Class Members. The back of the Settlement Payment Check shall
12 state, immediately below the space where the check is to be endorsed by the payee: “By endorsing
13 or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms
14 set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards
15 Act (“FLSA”) portion of the [Action], elect to participate in the settlement of the FLSA claims,
16 and agree to release all of my FLSA claims that are covered by the Settlement.”

17 **III. Funding of the Class Settlement Amount.**

18 Within fifteen (15) calendar days after the Effective Date of the Settlement,
19 Defendants will make a one-time deposit of all approved and claimed amounts from the Class
20 Settlement Amount into a Qualified Settlement Account to be established by the Claims
21 Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Claims
22 Administrator will issue payments to: (a) Class Members; (b) the Labor and Workforce
23 Development Agency (LWDA); (c) Aggrieved Employees; (d) Plaintiffs; and (e) Class Counsel.
24 The Claims Administrator will also issue a payment to itself for Court-approved services
25 performed in connection with the Settlement. Defendants have no obligation to deposit such funds
26 prior to the deadline set forth herein.

1 **IV. Attorneys' Fees and Costs.**

2 Defendants agree not to unreasonably oppose or impede any application by Class
3 Counsel, including counsel for Plaintiff Tiffany Schneidmiller and counsel for Plaintiff Maria
4 Alicia Ortega, for attorneys' fees or the reimbursement of costs and expenses associated with
5 Class Counsel's litigation and settlement of the claims covered by the Actions. No counsel shall
6 be entitled to attorneys' fees or costs for work performed in the Actions other than as provided in
7 this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery
8 of attorneys' fees and costs incurred in the Actions by any attorney, law firm and/or other legal
9 services provider.

10 **V. Class Representative Enhancement Payment.**

11 In exchange for a general release and in recognition of their effort and work in
12 prosecuting the Actions on behalf of Class Members, Defendants agree not to unreasonably
13 oppose or impede any application or motion for a Class Representative Enhancement Payments in
14 the amount of up to \$5,000.00 for Plaintiff Tiffany Schneidmiller and up to \$5,000.00 for Plaintiff
15 Maria Alicia Ortega. The Class Representative Enhancement Payments will be paid from the
16 Class Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payments
17 paid pursuant to the Settlement, and is conditioned on the execution of a stand-alone settlement
18 agreement and general release of all claims. Plaintiffs will be solely and legally responsible to pay
19 any and all applicable taxes on the payment made pursuant to this Section and will indemnify and
20 hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a
21 result of the payment.

22 **VI. Claims Administration Costs.**

23 The Claims Administrator will be paid for the reasonable costs of administration of
24 the Settlement and distribution of payments from the Class Settlement Amount, which are
25 currently estimated to be \$22,500.00.

26 The Parties hereby acknowledge that the Claims Administration Costs may
27 increase above the current estimate of \$22,500.00 and that any such additional Claims
28

1 Administration Costs that are approved by the Parties' counsel and the Court shall be taken out of
2 the Class Settlement Amount.

3 **VII. Labor and Workforce Development Agency Payment.**

4 Subject to Court approval, the Parties agree that \$40,000.00 of the Class Settlement
5 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the
6 "PAGA Settlement Amount"). Pursuant to the PAGA, \$30,000.00 (75%) of the PAGA Settlement
7 Amount will be paid to the LWDA and \$10,000.00 (25%) of the PAGA Settlement Amount will
8 be paid to Aggrieved Employees on a pro rata basis based on the total number of Workweeks
9 (defined below).

10 **VIII. Net Settlement Amount.**

11 The Net Settlement Amount will be used to satisfy Individual Settlement Payments
12 to Class Members from the Settlement Class in accordance with the terms of this Settlement.

13 **IX. Individual Settlement Payment Calculations.**

14 Individual Settlement Payments will be calculated and apportioned from the Net
15 Settlement Amount based on the number of workweeks a Class Member worked during the Class
16 Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 17 (a) The Claims Administrator will calculate the total number of weeks worked
18 (weeks in which at least one day was worked) by each Class Member
19 ("Individual Workweeks") and the total number of weeks worked by all
20 Class Members ("Class Workweeks") during the Class Period.
- 21 (b) To determine each Class Member's Individual Settlement Payment, the
22 Claims Administrator will use the following formula: Individual Settlement
23 Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement
24 Amount.

25 The Individual Settlement Payment will be reduced by any required deductions for
26 each Class Member as set forth herein, including employee-side tax withholdings or deductions.
27 The Individual Settlement Payments will be allocated as follows: one-third (1/3) to wages, one-
28 third (1/3) to interest, and one-third (1/3) to penalties.

1 The Individual Settlement Payments made to Class Members under this Settlement,
2 and any other payments made pursuant to this Settlement, will not be utilized to calculate any
3 additional benefits under any benefit plans to which any Class Members may be eligible,
4 including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
5 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
6 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
7 which any Class Members may be entitled under any benefit plans.

8 Defendants represent that there are approximately 2,450 Settlement Class Members
9 from November 7, 2013 through February 1, 2022. If the number of Class Members increases by
10 more than 10% (*i.e.*, if the total number of Settlement Class members increases by 11% or more)
11 between February 1, 2022 through the date of Preliminary Approval, Plaintiff has the option to
12 nullify the settlement agreement. Plaintiff shall provide 10 business days' notice of such intent to
13 nullify prior to taking any action with the court. During this 10 day nullification notice period,
14 Defendants at their exclusive discretion may agree to increase the Gross Settlement Amount
15 proportionately for any excess increase in the total number of Settlement Class members. For
16 example, if the total number of Settlement Class members increases by 11%, the Gross Settlement
17 Amount will increase by 1% (actual increase minus the 10% tolerated increase). In the alternative,
18 Defendants shall have the exclusive option to modify the applicable Class Period to a date prior to
19 Preliminary Approval to avoid incurring the pro rata increase.

20 **X. Individual PAGA Settlement Payment Calculations.**

21 Individual PAGA Settlement Payments will be calculated and apportioned from the
22 Ten-Thousand Dollars and Zero Cents (\$10,000.00) remaining PAGA Settlement Payment as
23 follows:

- 24 (a) The Settlement Administrator will calculate the total number of Aggrieved
25 Employees.
26 (b) The Settlement Administrator will calculate the total number of
27 Workweeks.

- 1 (c) To determine each Individual PAGA Settlement Payment, the Claims
2 Administrator will use the following formula: the remaining PAGA
3 Settlement Payment of Ten-Thousand Dollars and Zero Cents (\$10,000)
4 will be divided by the total number of Workweeks for all Aggrieved
5 Employees, and Aggrieved Employees will receive a pro rata share of the
6 remaining PAGA Settlement Payment based on their number of
7 Workweeks.

8 **XI. Claims Administration Process.**

9 1. The Parties agree to cooperate in the administration of the Settlement and to
10 make all reasonable efforts to control and minimize the costs and expenses incurred in
11 administration of the Settlement. The Claims Administrator will provide the following services:

- 12 a. Establish and maintain a Qualified Settlement Account.
13 b. Calculate the Individual Settlement Payment and Individual PAGA
14 Settlement Payment each Class Member and Aggrieved Employee is
15 eligible to receive.
16 c. Translate the Notice Packet into Spanish by request of Class Members.
17 d. Print and mail the Notice Packet.
18 e. Establish and maintain a toll-free information telephone support line to
19 assist Class Members who have questions regarding the Notice Packet.
20 f. Establish and maintain a website with information to assist Class Members,
21 including the posting of Notice of Class Settlement and notice of final
22 judgment.
23 g. Conduct additional address searches for mailed Notice Packets that are
24 returned as undeliverable.
25 h. Process Requests for Exclusion, calculate Class Members' Individual
26 Settlement Payment, field inquiries from Class Members, and administer
27 any Requests for Exclusion. This service will include settlement proceed
28

1 calculation, printing and issuance of Settlement Payment Checks, and
2 preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and
3 payment of employee tax withholdings and forwarding all payroll taxes and
4 penalties to the appropriate government authorities will also be included as
5 part of this service.

6 i. Issuing to Plaintiffs, Class Members, and Plaintiffs' Counsel any W-2,
7 1099, or other tax forms as may be required by law for all amounts paid
8 pursuant to this Settlement.

9 j. Provide declarations and/or other information to the Court as requested by
10 the Parties and/or the Court.

11 k. Provide weekly status reports to counsel for the Parties.

12 1. Post Notice of Entry of Judgment on its website for 30 days post entry.

13 2. Within twenty-one (21) days of Preliminary Approval, Defendants will
14 provide the Class List to the Claims Administrator.

15 3. Within fourteen (14) calendar days after receiving the Class List from
16 Defendants, the Claims Administrator will mail a Notice Packet to all Class Members via regular
17 First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

18 4. Prior to mailing, the Claims Administrator will perform a search based on
19 the National Change of Address Database for information to update and correct any known or
20 identifiable address changes. Any Notice Packets returned to the Claims Administrator as non-
21 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
22 Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date
23 of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims
24 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
25 search using the name, address and/or Social Security number of the Class Member involved, and
26 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice
27 Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen
28

1 (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion or Notice of
2 Objection to the Settlement.

3 5. All Class Members will be mailed a Notice Packet containing the forms
4 attached as Exhibit 1 as approved by the Court.

5 6. Class Members will have an opportunity to dispute the information
6 provided in their Notice Packets. To the extent Class Members dispute the number of workweeks
7 to which they have been credited or the amount of their Individual Settlement Payment, Class
8 Members may produce evidence to the Claims Administrator showing that such information is
9 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
10 determinative. However, if a Class Member produces evidence to the contrary, the Claims
11 Administrator will evaluate the evidence submitted by the Class Member and will make the final
12 decision as to the number of eligible workweeks that should be applied and/or the Individual
13 Settlement Payment to which the Class Member may be entitled. The workweek dispute must be
14 returned by mail or fax to the Claims Administrator at the specified address or facsimile number
15 and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
16 receipt confirmation will be the exclusive means to determine whether a workweek dispute has
17 been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar
18 days after the Response Deadline.

19 7. Defective Submissions. If a Class Member's Request for Exclusion is
20 defective as to the requirements listed herein, that Class Member will be given an opportunity to
21 cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three
22 (3) business days of receiving the defective submission to advise the Class Member that his or her
23 submission is defective and that the defect must be cured to render the Request for Exclusion
24 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
25 calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised
26 Request for Exclusion.

27 8. Request for Exclusion Procedures. Any Class Member wishing to opt-out
28 from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to

1 the Claims Administrator within the Response Deadline. The date of the postmark on the return
2 mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether
3 a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted
4 to the Claims Administrator, who will certify jointly to Class Counsel and Defendants' Counsel
5 the Requests for Exclusion that were timely submitted. Any Class Member who does not timely
6 seek exclusion will be bound by the terms of this Settlement Agreement. Any Class Member who
7 timely submits a valid Request for Exclusion will not receive payment from the Settlement, and
8 will not be bound by the terms of the Settlement Agreement or Judgment (with the exception of
9 claims arising under PAGA). Eligible Aggrieved Employees will receive their share of the
10 employee portion of the PAGA Settlement Amount and will be deemed to have released any
11 claims arising out of PAGA, regardless of whether they submit a Request for Exclusion.

12 **XII. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

13 1. Defendants' Option to Nullify the Settlement Agreement. If five percent
14 (5%) or more of the Class Members opt out of the Settlement (or are otherwise excluded),
15 Defendants, in their sole discretion, shall have the option of nullifying the Settlement Agreement.
16 In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
17 returned to their respective statuses as of the date and time immediately prior to the execution of
18 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
19 not been executed, except that any fees already incurred by the Claims Administrator shall be paid
20 by Defendants.

21 2. Nullification of the Settlement Agreement. In the event: (i) the Court does
22 not enter the Preliminary Approval Order and approve the Released Class Claims specified herein;
23 (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise
24 their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as
25 described in the above Section; or (iv) the Settlement does not become final for any other reason
26 (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction
27 of the Attorneys' Fees and Costs and/or any Class Representative Enhancement Payment(s) shall
28 not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or

1 judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void
2 from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
3 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the
4 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their
5 respective statuses as of the date and time immediately prior to the execution of this Settlement
6 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
7 been executed, except that any fees already incurred by the Claims Administrator shall be paid
8 equally by both Parties.

9 3. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any
10 Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a
11 timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to
12 the Released Class Claims.

13 **XIII. Certification Reports Regarding Individual Settlement Payment Calculations.**

14 1. The Claims Administrator will provide Defendants' counsel and Class
15 Counsel a weekly report which certifies: (a) the number of Class Members who have submitted
16 valid Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of
17 any such objection; and (c) whether any Class Member has submitted a challenge to any
18 information contained in his/her Notice Packet. Additionally, the Claims Administrator will
19 provide to counsel for both Parties any updated reports regarding the administration of the
20 Settlement Agreement as needed or requested.

21 2. Uncashed Settlement Checks. Any checks issued by the Claims
22 Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days.
23 After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become
24 null and void, and any monies remaining in the distribution account shall be distributed to the
25 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
26 California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did
27 not cash their checks until such time that they claim their property. The Settling Parties agree that
28 this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the

1 entire Settlement Payment will be paid out to Settlement Class members, whether or not they all
2 cash their Settlement Checks. Therefore, Defendants will not be required to pay any interest on
3 said amount.

4 3. Certification of Completion. Upon completion of administration of the
5 Settlement, the Claims Administrator will provide a written declaration under oath to certify such
6 completion to the Court and counsel for all Parties.

7 **XIV. Tax Treatment of Individual Settlement Payments.**

8 All Individual Settlement Payments will be allocated as follows: one-third (1/3) of each
9 Individual Settlement Payment will be allocated as wages and two-thirds (2/3) will be allocated as
10 non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion
11 allocated to non-wages will be reported on an IRS Form-1099 by the Claims Administrator. The
12 Individual Settlement Payments will be reduced by any required legal deductions for each Class
13 Member. All standard employee payroll deductions will be made for state and federal withholding
14 taxes, including any other applicable payroll deductions owed by the Class Members as a result of
15 the wage component, resulting in a net wage component. The Claims Administrator will issue a
16 check and W-2 Form to each Class Member for the wage component. The Claims Administrator
17 will issue a second check and IRS Form-1099 for the remaining non-wages component. No
18 withholding shall be made on the non-wages portion of the Individual Settlement Payment. The
19 Claims Administrator shall be responsible for issuing the payments and calculating and
20 withholding all required state and federal taxes. The Claims Administrator shall determine the
21 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
22 Settlement Agreement. Any disputes not resolved by the Claims Administrator concerning the
23 administration of the Settlement will be resolved by the Court, under the laws of the State of
24 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
25 faith to resolve the dispute without the necessity of involving the Court.

26 **XV. Administration of Taxes by the Claims Administrator.**

27 1. Tax Liability. Defendants make no representation as to the tax treatment or
28 legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying

1 on any statement, representation, or calculation by Defendants or by the Claims Administrator in
2 this regard. Plaintiffs and Class Members understand and agree they will be solely responsible for
3 the payment of their share of any taxes and penalties assessed on the payments described herein.

4 2. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
5 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
6 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
7 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
8 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
11 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
12 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
16 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
17 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 SETTLEMENT AGREEMENT.

1 **XVI. Release by Class Members.**

2 1. No Prior Assignments. The Parties and their counsel represent, covenant,
3 and warrant that they have not directly or indirectly assigned, transferred, encumbered, or
4 purported to assign, transfer, or encumber to any person or entity any portion of any liability,
5 claim, demand, action, cause of action or right herein released and discharged.

6 2. It is the desire of Plaintiffs, Class Members (except those who exclude
7 themselves from the Settlement), and Defendants to fully, finally, and forever settle, compromise,
8 and discharge the Released Class Claims. Upon the Final Approval by the Court of this
9 Settlement Agreement, and except as to such rights or claims as may be created by this Settlement
10 Agreement, the Class Members shall fully release and discharge the Released Parties from any and
11 all Released Class Claims for the entire Class Period. This release shall be binding on all Class
12 Members who have not timely submitted a valid and complete Request for Exclusion, including
13 each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem,
14 heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have
15 no further or other liability or obligation to any Class Member with respect to the Released Class
16 Claims, except as expressly provided herein.

17 **XVII. Preliminary Approval Hearing.**

18 1. Plaintiffs will obtain a hearing before the Court to request Preliminary
19 Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a)
20 conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary
21 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
22 Approval/Settlement Fairness Hearing.

23 2. The Preliminary Approval Order will provide for the Notice Packet to be
24 sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
25 Hearing, Plaintiffs will submit this Settlement Agreement and will include the proposed Notice
26 Packet.

27 3. Class Counsel will be responsible for drafting all documents necessary to
28 obtain Preliminary Approval, subject to review by Defendants' counsel. Any failure by the Court

1 to fully and completely approve the Settlement Agreement which has the effect of preventing the
2 full and complete approval of the Settlement Agreement as written and agreed to by the Parties
3 will result in this Settlement Agreement, and all obligations under this Settlement Agreement,
4 being nullified and voided.

5 **XVIII. Final Settlement Approval Hearing and Entry of Judgment.**

6 1. Upon expiration of the Response Deadline, and with the Court's
7 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
8 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
9 Individual Settlement Payments; (b) the LWDA Payment; (c) the Individual PAGA Settlement
10 Payments; (d) the Attorneys' Fees and Costs; (e) the Class Representative Enhancement Payment;
11 and (f) all Claims Administration Costs.

12 2. Depending on the Court's availability, the Parties will request that the Final
13 Approval Hearing will be held no later than forty-five (45) calendar days after the Response
14 Deadline. A violation of this provision shall not serve as grounds for nullification of this
15 Agreement.

16 3. Class Counsel will be responsible for drafting all documents necessary to
17 obtain Final Approval, subject to review by Defendants' counsel. Class Counsel will also be
18 responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final
19 Approval/Settlement Fairness Hearing. Any failure by the Court to fully and completely approve
20 the Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and
21 all obligations under this Settlement Agreement, being nullified and voided. Upon such failure,
22 any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be
23 treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of
24 no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a
25 case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to
26 their respective statuses as of the date and time immediately prior to the execution of this
27 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement
28

1 had not been executed, except that any fees already incurred by the Claims Administrator shall be
2 paid equally by both Parties.

3 **XIX. Judgment and Continued Jurisdiction.**

4 The Court shall retain jurisdiction with respect to the interpretation,
5 implementation, and enforcement of the terms of this Settlement Agreement and all orders and
6 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
7 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
8 embodied in this Settlement Agreement and all orders and judgments entered in connection
9 therewith.

10 **XX. Other Provisions.**

11 1. Exhibits Incorporated by Reference. The terms of this Settlement include
12 the terms set forth in any attached Exhibits, which are incorporated by this reference as though
13 fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

14 2. Entire Agreement. This Settlement Agreement and any attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
16 or oral agreements may be deemed binding on the Parties.

17 3. Amendment or Modification. This Settlement Agreement may be amended
18 or modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest and approved by the Court.

20 4. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
21 warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
23 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute
24 any other documents required to effectuate the terms of this Settlement Agreement. The Parties
25 and their counsel will cooperate with each other and use their best efforts to effect the
26 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement the Settlement, or on any supplemental provisions
28

1 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
2 assistance of Jeff Krivis, Esq. (mediator) to resolve such disagreement.

3 5. Binding on Successors and Assigns. This Settlement Agreement will be
4 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
5 previously defined.

6 6. California Law Governs. All terms of this Settlement Agreement and
7 Exhibits hereto will be governed by and interpreted according to the laws of the State of
8 California.

9 7. Execution and Counterparts. This Settlement Agreement is subject only to
10 the execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including electronic signatures (*e.g.*,
12 DocuSign), facsimile and scanned copies of the signature page, will be deemed to be one and the
13 same instrument. The Parties expressly agree to the use of authorized electronic signature (*e.g.*,
14 DocuSign).

15 8. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
16 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
17 *Ortiz/Schneidmiller* Action and the *Ortega* Action and have arrived at this Settlement after arm's-
18 length negotiations and in the context of adversarial litigation, taking into account all relevant
19 factors, present and potential. The Parties further acknowledge that they are each represented by
20 competent counsel and that they have had an opportunity to consult with their counsel regarding
21 the fairness and reasonableness of this Settlement.

22 9. Invalidity of Any Provision. Before declaring any provision of this
23 Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the
24 fullest extent possible consistent with applicable precedents so as to define all provisions of this
25 Settlement Agreement valid and enforceable.

26 10. Class Action Certification for Settlement Purposes Only. The Parties agree
27 to stipulate to class certification only for purposes of the Settlement. If, for any reason, the
28 Settlement is not approved, the stipulation to certification will be void. The Parties further agree

1 that certification for purposes of the Settlement is not an admission that class action certification is
2 proper under the standards applied to contested certification motions and that this Settlement
3 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a
4 class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member,
5 other than according to the Settlement's terms.

6 11. Non-Admission of Liability. The Parties enter into this Settlement
7 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense,
8 and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not
9 admit, and specifically deny, they have violated any federal, state, or local law; violated any
10 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
11 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
12 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
13 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
14 the negotiations connected with it, shall be construed as an admission or concession by Defendants
15 of any such violations or failures to comply with any applicable law. Except as necessary in a
16 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
17 terms and provisions shall not be offered or received as evidence in any action or proceeding to
18 establish any liability or admission on the part of Defendants or to establish the existence of any
19 condition constituting a violation of, or a non-compliance with, federal, state, local or other
20 applicable law.

21 12. Captions. The captions and section numbers in this Settlement Agreement
22 are inserted for the reader's convenience, and in no way define, limit, construe or describe the
23 scope or intent of the provisions of this Settlement Agreement.

24 13. Waiver. No waiver of any condition or covenant contained in this
25 Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
26 considered to imply or constitute a further waiver by such party of the same or any other
27 condition, covenant, right or remedy.

1 14. Enforcement Action. If one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this
3 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
4 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
5 and costs, including expert witness fees incurred in connection with any enforcement actions.

6 15. Mutual Preparation. The Parties have had a full opportunity to negotiate the
7 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
8 not be construed more strictly against one Party than another merely by virtue of the fact that it
9 may have been prepared by counsel for one of the Parties, it being recognized that, because of the
10 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of
11 this Settlement Agreement.

12 16. Representation by Counsel. The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this Settlement
14 Agreement and that this Settlement Agreement has been executed with the consent and advice of
15 counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there
16 are no liens on the Settlement Agreement.

17 17. All Terms Subject to Final Court Approval. All amounts and procedures
18 described in this Settlement Agreement herein will be subject to final Court approval.

19 18. Cooperation and Execution of Necessary Documents. All Parties will
20 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
21 the terms of this Settlement Agreement.

22 19. Confidentiality. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any
23 press release or announcement of any kind related in any way to the Settlement. Plaintiffs and
24 Plaintiffs' Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the
25 terms of this Settlement confidential except for purposes of communicating with Plaintiffs only.
26 Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the
27 Settlement confidential. From and after Preliminary Approval of the Settlement, the Class
28 Members (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required

1 under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as
2 Class Counsel, comment regarding the specific terms of the Settlement. In all other cases,
3 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,
4 whether oral, written or electronic (including the world wide web), to say the Class Action has
5 been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms.
6 Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to
7 faithfully discharge their duties as Class Counsel, including but not limited to, communicating
8 with Class Members regarding the Settlement. This Settlement shall not be advertised or
9 mentioned on any source, including Plaintiffs' Counsels' personal or firm website(s).

10 The parties stipulate and agree, pursuant to California Code of Civil Procedure
11 section 583.330(a), to extend the time within which this action must be brought to trial pursuant to
12 Code of Civil Procedure sections 583.310 through 583.360, by that period of time from
13 Preliminary Approval to the date of Final Approval or upon written notice from either party of an
14 intent to resume litigation, and that said period of time shall not be included in the computation of
15 the five-year period specified in Code of Civil Procedure section 583.310.

16 20. Binding Agreement. The Parties warrant that they understand and have full
17 authority to enter into this Settlement, intend that this Settlement Agreement will be fully
18 enforceable and binding on all Parties, and agree that it will be admissible and subject to
19 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
20 provisions that otherwise might apply under federal or state law. Plaintiffs, and not their
21 respective representative(s), must personally execute this Settlement Agreement.

22
23 *The Settlement Agreement consists of 35 pages, inclusive of the signature pages.*

24
25 Dated: 5/5/2022

26 Tiffany Schneidmiller
27 Plaintiff Tiffany Schneidmiller
28

1 Dated: 05/09/2022

Maria Alicia Ortega
Maria Alicia Ortega (May 9, 2022 17:49 PDT)

Plaintiff Maria Alicia Ortega

CASA COLINA, INC.

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5 Dated: _____

6
7 Please Print Name of Authorized Signatory

8 CASA COLINA HOSPITAL AND CENTERS
9 OF HEALTHCARE

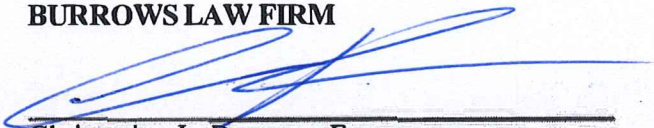
10 Dated: _____

11
12 Please Print Name of Authorized Signatory

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14
15 APPROVED AS TO FORM

16
17 BURROWS LAW FIRM

18 Dated: 5-6-22


Christopher L. Burrows, Esq.
Attorneys for Plaintiff Tiffany Schneidmiller

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21 NOVAK LAW FIRM, PC

22 Dated: 05/10/2022

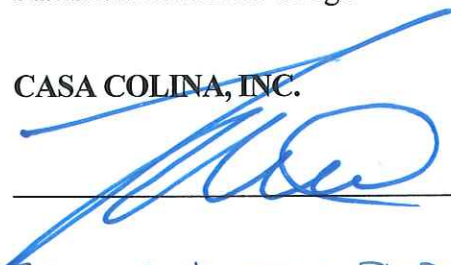

Sean M. Novak, Esq.
Attorneys for Plaintiff Tiffany Schneidmiller

1 Dated: _____

2 Plaintiff Maria Alicia Ortega

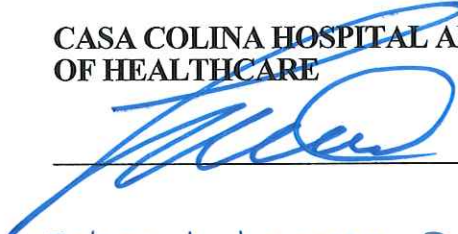
3 **CASA COLINA, INC.**

4
5 Dated: 5-2-22

6 
7 Felice L. Loverso, Ph.D.
8 Please Print Name of Authorized Signatory

9 **CASA COLINA HOSPITAL AND CENTERS
10 OF HEALTHCARE**

11 Dated: 5-2-22

12 
13 Felice L. Loverso, Ph.D.
14 Please Print Name of Authorized Signatory

15 **APPROVED AS TO FORM**

16 **BURROWS LAW FIRM**

17
18 Dated: _____

19 Christopher L. Burrows, Esq.
20 Attorneys for Plaintiff Tiffany Schneidmiller

21 **NOVAK LAW FIRM, PC**

22 Dated: _____

23 Sean M. Novak, Esq.
24 Attorneys for Plaintiff Tiffany Schneidmiller

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Dated: 05/10/2022

HAINES LAW GROUP, PC



Paul Haines, Esq.
Attorneys for Plaintiff Maria Alicia Ortega

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendants Casa Colina, Inc. and
Casa Colina Hospital and Centers for Healthcare

1 Dated: _____
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HAINES LAW GROUP, PC

Paul Haines, Esq.
Attorneys for Plaintiff Maria Alicia Ortega

8
9 Dated: 5/10/22
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**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**


Jason W. Kearnaughan
Attorneys for Defendants Casa Colina, Inc. and
Casa Colina Hospital and Centers for Healthcare

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

Laura Ortiz v. Casa Colina, Inc.
Superior Court of California, County of Los Angeles
Case No. BC682710

Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare
Superior Court of California, County of Los Angeles
Case No. 21STCV20670

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or do not act.*

To: All current and former non-exempt employees of Defendants Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare employed in California at any time from November 7, 2013 to the present.

YOU RECEIVED THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER. AS A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A PAYMENT DESCRIBED IN THIS NOTICE.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW AND THE FOLLOWING RECITATION IS NOT AN EXPRESSION OF THE COURT'S VIEW ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES. IN FACT, THE TWO SIDES DISAGREE ON WHETHER PLAINTIFF OR DEFENDANTS WOULD HAVE PREVAILED IF THE CASE HAD GONE TO TRIAL. DEFENDANTS HAVE DENIED, AND CONTINUE TO DENY, THAT THEY VIOLATED ANY LAWS OR HARMED ANY EMPLOYEES IN ANY WAY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your Individual Settlement Payment will be automatically mailed to you after the Court grants final approval of the Settlement. You will give up your right to sue Defendants separately about the legal claims in this Lawsuit.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information if it changes to ensure your check is mailed to the correct address.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may exclude yourself ("opt out") from the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive an Individual Settlement Payment, except for your PAGA Payment, as described below. This is the only option which allows you to keep open the possibility of separately pursuing claims against Defendants for the same claims alleged in this Lawsuit, with the exception of the PAGA claim which will be released regardless of your exclusion decision.
OBJECT	Send a written objection to the Court if you think the Settlement is not fair. You may also ask to speak in the court proceedings about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER RELATED TO THIS ACTION.**

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this Notice?

A proposed settlement (“Settlement”) has been reached in the class action cases entitled *Laura Ortiz v. Casa Colina, Inc.* (Case Number BC682710), and *Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare* (Case Number 21STCV20670) pending in the Superior Court of California, County of Los Angeles (“Actions” or “Lawsuit”). If the Court approves the Settlement, the Settlement will resolve all claims in the Actions.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Actions and the Settlement.

You received this Notice because Defendants’ records identify you as a current or former non-exempt employee of Defendants employed in California at any time from November 7, 2013 to the present. (“Class,” “Class Members,” or “Settlement Class”).

2. How much will my Individual Settlement Payment be?

Defendants’ records indicate that you worked the following number of weeks during the Class Period (as defined below): ____ **Weeks.**

Defendants’ records indicate that you previously received a payment from Defendants in consideration of signing an individual settlement and release in the amount of: ____ **Dollars.**

Based on the number of days worked indicated by Defendants’ records, your share of the Net Settlement Amount, **before** deductions for withholding and taxes, is estimated to be \$ _____. This is an estimate based on the calculations described herein - the actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors, including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs of suit.

Additionally, based on the number of weeks worked, your pro rata share of the \$10,000 PAGA settlement amount is estimated to be \$ _____. This amount is in addition to the Net Settlement Amount described in the preceding paragraph.

3. What is this Lawsuit about?

Plaintiffs allege that Defendants violated California employment laws by failing to pay appropriate minimum wages and overtime wages, failing to provide employees with required meal and rest breaks, failing to provide accurate wage statements, failure to pay all wages due for time reporting to work, failure to reimburse business expenses, and failure to pay all wages when due, including at time of termination. In addition to alleging violations of the California Labor Code, Plaintiffs have also asserted claims under California Business & Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 *et seq.*, based on the same alleged Labor Code violations.

Defendants disagree with Plaintiffs’ interpretation of applicable law, and deny each, every, and all allegations in the Lawsuit. Defendants maintain that they had complied with California law at all times. Furthermore, Defendants dispute Plaintiffs’ ability to certify a class in this Lawsuit as each of Plaintiffs’ causes of actions arise

from very individualized and unique circumstances which would necessitate individualized inquiries for all purported class members.

Although Defendants deny Plaintiffs' allegations and deny that a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the Settlement. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated. Defendants are confident they have strong legal and factual defenses to these claims, but Plaintiffs and Defendants both recognize the risks and expenses associated with continued litigation.

The Settlement is the result of a mediation process by an experienced, neutral mediator who facilitated the Parties' good faith, serious, and informed arm's length negotiations. Both sides agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members.

The Court has not yet ruled on the merits of the Class Representative's claims in this litigation or Defendants' defenses to those claims or the certifiability of a class. The Settlement is a compromise and is not an admission of liability on the part of Defendant.

4. Who are the Parties in this Lawsuit?

Tiffany Schneidmiller and Maria Alicia Ortega are Plaintiffs and the appointed Class Representatives in the Actions ("Plaintiffs").

Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare are Defendants ("Defendants").

5. Why is this litigation a Class Action?

In a class action, one or more people called the Class Representatives sue on behalf of themselves and other people who they allege have similar claims. The group of people with allegedly similar claims is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement. If a court certifies (or approves) a class, that one court resolves the issues for all Class Members except for those who request to be excluded from the Class and this Settlement. In this case, for settlement purposes only, the Court certified the following Class:

All current and former non-exempt employees of Defendants employed in California at any time from November 7, 2013 to the present.

According to Defendants' records, you are a member of the Class.

6. Who are the attorneys for the Plaintiffs and the Class ("Class Counsel")?

BURROWS LAW FIRM
Christopher L. Burrows (SBN 222301)
8383 Wilshire Blvd., Suite 634
Beverly Hills, California 90211
Tel: (310) 526-9998
Fax: (424) 644-2446

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
Sean M. Blakely (SBN 264384)
Tuvia Korobkin (SBN 268066)
Neil M. Larsen (SBN 276490)
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

7. Why is there a Settlement?

The Court did not decide in favor of any of the Plaintiffs or Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Actions. That way, they avoid the cost and risks of a trial and Class Members will get compensation from the Settlement. Plaintiffs, who were appointed the Class Representatives, and their attorneys think the Settlement is best for all Class Members.

THE TERMS OF THE SETTLEMENT

8. What are the terms of the Settlement and how will my payment be calculated?

Subject to final Court approval, Defendants will pay a total of \$750,000 to fully and finally resolve all claims in the Actions (referred to as “Class Settlement Amount” or “CSA”) for (a) Participating Class Members’ Individual Settlement Payments; (b) Class Representative’s Court-approved Service Awards to the named Plaintiffs in the sum of \$5,000 each for initiation of, work and efforts in prosecuting the Actions, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, giving general releases of all claims, and the substantial benefits conferred upon Class; (c) administration expenses to Phoenix Settlement Administrators in the estimated sum of \$22,500 (d) Class Counsel’s attorneys’ fees of up to one-third (\$250,000) of the CSA; (e) litigation costs, subject to proof, of less than \$35,000; (f) a PAGA Payment of \$30,000 to the Labor and Workforce Development Agency; and (g) a PAGA settlement payment of \$10,000 which will be split among all aggrieved employees, including those who opt out of the class.

Following deduction of the Court-approved sums for items (b) through (e) above, the remaining sum, “the Net Settlement Amount,” will be entirely distributed to all “Participating Class Members” (which means all Class Members who have not returned a valid Request for Exclusion from the Settlement) in proportion to the number of days worked by each Class Member, offset by any settlement amounts previously received by the Class Member as described in detail in the next two paragraphs.

Each Class Member’s pro-rata share of the Net Settlement Amount will be based on the following method: (1) The Administrator shall calculate the total number of Participating Class Members; (2) The Administrator shall determine the number of weeks worked by each such Participating Class Member (“Workweeks”); (3) The Administrator shall then divide the Net Settlement Amount by the total number of Workweeks for all Participating Class Members, and Participating Class Members will receive a pro rata share of the Net Settlement Amount based on their number of Workweeks, less any amount in the next step; and (4) The Administrator shall subtract any amounts received by Participating Class Members who previously signed an individual settlement agreement and release from their shares, and redistribute those funds among the remaining Participating Class Members pro rata based on the total number of Workweeks worked by the remaining Participating Class Members.

For income and payroll tax purposes, one-third of each Settlement Payment will be attributed to unpaid wages, which will be subject to withholdings and deductions and reported as required by law. The remaining two-thirds of each Settlement Payment will be attributed to penalties and interest which will be subject to tax but not be subject to required withholdings and deductions, and will be reported as non-wage income as required by law.

Participating Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. If such checks remain uncashed after 180 days of issuance, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed

Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

A claim form is not required. Any portion of the Net Settlement Amount which would otherwise have been paid to Class Members who request to be excluded from the Settlement will be redistributed and paid to the Participating Class Members. In other words, the entire amount of the Net Settlement Amount will be paid to Participating Class Members who do not request exclusion from the Settlement and remain in the Class.

This Notice of Settlement to the Class will be available for review at [website] at least thirty-five (35) days prior to the deadlines for Class Members to Opt Out of the Settlement. Other important court documents in this Actions, including a copy of the operative Complaint and the motions for approval, will also be available on this website.

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement at the Final Fairness/Final Approval Hearing. You must, however, notify the Administrator of any change in your name and/or mailing address if the name and/or address to which this Notice was mailed is not correct. **It is your responsibility to keep the Administrator informed of any change to your mailing address by calling 1-8xx-xxx-xxxx.** Your Individual Settlement Payment will be mailed to the last known address the Administrator has on file for you.

10. What if I think my information and/or the number of days worked is wrong?

If you did not previously sign an individual settlement and release with Defendants, then the amount of your Individual Settlement Payment will be based on the number of weeks you worked, as explained in Sections 2 and 8. The number of weeks worked shown in Section 2 was obtained from the records of Defendants. If you believe the information is not right, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [redacted], 2022 [45 days after the initial mailing]. You should include any documents or other information supporting your belief that the number of weeks identified in Section 2 are not correct. The Administrator will resolve any dispute regarding the number of weeks awarded based on Defendants' records and any information you provide. The information and data supplied by Defendants will be presumed correct unless you supply records created, ratified, or acknowledged by Defendants showing contrary information.

11. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you are staying in the Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues and claims in the Actions. Specifically, you will be giving up or "releasing" the claims described below and as more fully described in the Joint Stipulation of Class Action Settlement:

Released Class Claims: After the Court has approved the Settlement, each Class member who has not submitted a timely and valid Request for Exclusion (as that term is defined below) will be bound by the approval and judgment which will have the effect of releasing against Defendants any and all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;

failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal, rest, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement penalties, record keeping penalties, minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and unfair business practices related to the Released Class Claims. The Released Class Claims also include but are not limited to all such claims arising under: California Labor Code sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 558, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2802, and 2804; claims arising under the California Private Attorneys General Act of 2004 ("PAGA") (which will be released, even if a Class member opts-out of this settlement); California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Released Class Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Class Claims shall include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Actions and/or LWDA letters or that could have been alleged in the Actions and/or LWDA letters; California Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

Class members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those class members, the Released Class Claims include any and all claims the class members may have under the FLSA asserted in the Actions, arising from or related to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims alleged in the Actions, as amended, during the class period. Only those class members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Actions for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each settlement payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of judgment, class members are precluded from filing a wage and hour action under the Fair Labor Standards Act against Defendants for claims and/or causes of action encompassed by the released claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

The release of claims extends to Defendants and their parents, subsidiaries, affiliated companies (including but not limited to, Casa Colina Centers for Rehabilitation, Inc. (TLC – Transitional Living Center); Padua Village, Inc.; Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc. (CORS); Casa Colina Medical Office

Building, LLC; Casa Colina Centers for Rehabilitation Foundation; and Casa Colina Diagnostic Imaging Center (DIC)), past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, temporary staffing firms, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons acting under, by, through or in concert with any of them.

Class Period: The period from November 7, 2013 through the date of preliminary approval.

Released Aggrieved Employee Claims: All Aggrieved Employees, including those who timely and effectively exclude themselves from the Settlement, shall nevertheless be bound by the Released Aggrieved Employee Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Settlement shall have their PAGA claims released only for the Aggrieved Employee Time Period (as defined below). The Released Aggrieved Employee Claims include any and all claims asserted in the Actions, and wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from or related to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims alleged in the Complaint, the First Amended Complaint, and the October 20, 2017 and September 11, 2020 LWDA exhaustion letters.

Aggrieved Employee Time Period: The period from October 20, 2016 through the date of preliminary approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you wish to preserve the option to pursue your own separate lawsuit against Defendants for the claims asserted in the Actions, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from the Settlement (“Request for Exclusion”). To exclude yourself, you must sign and postmark or fax a written Request for Exclusion addressed to the Administrator which provides the following information: (i) the name of the Actions; (ii) the full name, address, telephone number and last four digits of the Social Security Number of the person requesting to be excluded; (iii) the words “Request for Exclusion” at the top of the document; (iv) be personally signed by the Class Member seeking to be excluded, and (v) the following statement:

“I wish to be excluded from the Settlement of the Action, Laura Ortiz v. Casa Colina, Inc., Case No. BC682710, and Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare, Case No. 21STCV20670 currently pending in the Los Angeles Superior Court.”

Your written Request for Exclusion must be mailed to the address shown below, postmarked on or before [redacted], 2022 [45 days of the initial mailing of the Notice Packet], or faxed by the same date to the fax number shown below.

Casa Colina Wage and Hour Class Action Settlement
Class Action Administrator
[redacted]

Regardless of whether you submit a Request for Exclusion, you will receive your PAGA Payment, and will be deemed to have released any claims arising out of PAGA.

13. If I don't exclude myself from the Settlement, can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the Actions, you give up any right to sue Defendants for the claims that this Settlement resolves other than the PAGA claims. ***If you have a claim or lawsuit already pending against Defendants, you must immediately speak to your lawyer in that case. Do not delay.*** You may need to ask to exclude yourself from the Actions to continue your own lawsuit. Remember, the deadline to submit a valid and timely request for exclusion is [REDACTED], 2022. [45 days of the initial mailing of the Notice Packet].

14. If I exclude myself, can I get money from this Settlement?

Any Class Member who timely submits a valid Request for Exclusion will not receive payment from the settlement, and will not be bound by the terms of the settlement agreement or Judgment (with the exception of claims arising under the PAGA). Eligible Aggrieved Employees will receive their share of the employee portion of the PAGA Settlement Amount and will be deemed to have released any claims arising out of PAGA, regardless of whether they submit a Request for Exclusion.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court your reasons for disagreeing with the Settlement and why approval should be denied. This is the process by which you can tell the Court if you think the Settlement, as a whole, is unfair. If the Court denies approval of the Settlement, no settlement payments will be sent out and the lawsuit will continue. Please note that the Court can only approve or reject the Settlement and cannot change the terms of the Settlement. If you think only that your Settlement Payment was miscalculated, use the process set forth above in Section 10. If you submit an objection, the Court will consider your views.

To object, you may send a letter to the Administrator, stating that you object to the proposed settlement in *Laura Ortiz v. Casa Colina, Inc.*, Case No. BC682710, and *Maria Alicia Ortega v. Casa Colina Hospital and Centers for Healthcare and Casa Colina, Inc.*, Case No. 21STCV20670. Written objections should state your grounds for the objection, be signed by you or your attorney, along with all supporting papers. All such objections and written notices of intention to appear at the Final Fairness/Final Approval Hearing should be signed and contain your name and address and the address of counsel, if any. If submitted in this manner, the objection should clearly explain why you object to the Settlement and state whether you (or someone on your behalf) intends to appear at the Final Approval Hearing. The objection letter must be postmarked no later than [REDACTED], 2022 [45 days after initial mailing of the Notice Packet]. If you submit a Request for Exclusion, you may not also object to the Settlement.

If you wish to object without sending a letter to the Administrator, you also may appear in person at the time of the Final Fairness/Final Approval Hearing and object orally before the Court to the Settlement.

Whether you object in writing or orally, you may appear in person at the time of the Final Fairness/Final Approval Hearing to speak with the Court and discuss your objection. Any Class Member wishing to appear at the Final Approval Hearing should also send a letter to the Administrator at the address shown below this paragraph indicating an intention to appear at the Final Fairness/Final Approval Hearing. The notice of intention to appear at the Final Fairness/Final Approval hearing should also be postmarked on or before [REDACTED], 2022 [45 days of the initial mailing of the Notice Packet].

Casa Colina Wage and Hour Class Action Settlement
Class Action Administrator
[REDACTED]
[REDACTED]

16. What's the difference between objecting and requesting to be excluded from the case?

Objecting is simply telling the Court you do not like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class is telling the Court that you don't want to be part of the Class for whatever reason. If you choose to request exclusion from the Actions, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. You do not need to appear at the hearing to discuss the objection.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness/Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED] 2022 in Department 11 of the Spring Street Courthouse, located at 312 North Spring Street Los Angeles, CA 90012. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service awards, and the Administrator's fees and expenses.

The Court may reschedule the Final Fairness/Final Approval hearing without further notice to Class Members. Class Members are advised to check the website maintained for the Actions, [website], to confirm that the date has not been changed. However, any Class Member who has filed a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness/Final Approval hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are not required to attend the Final Fairness/Final Approval hearing, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have mailed your written objection, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

19. May I appear and speak at the hearing?

You may personally appear or have a lawyer appear on your behalf at the Final Fairness/Final Approval Hearing to talk about your objection.

GETTING MORE INFORMATION

20. **Who can I contact if I have questions about the Settlement?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Joint Stipulation of Class Action Settlement and Release (“Agreement”) available at [website] or by visiting the Spring Street Courthouse, Civil Records, 312 North Spring Street, Los Angeles, CA 90012, during the hours 8:30 a.m. to 10:30 a.m. or 1:30 p.m. to 3:30 p.m., Monday through Friday, excluding court holidays. If you have additional questions, please call the Class Action Administrator, Phoenix Settlement Administrators, at 1-8xx-xxx-xxxx or contact Class Counsel at the addresses and telephone numbers shown above in Section 6.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT CLERK’S OFFICE, THE JUDGE, OR ANY OF THE DEFENDANTS’ MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The Joint Stipulation of Class Action Settlement will be available for review after [redacted] 2022 at [website].

ADDITIONAL IMPORTANT INFORMATION

- A. **Defendants support the Settlement** and will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests exclusion from the case and Settlement. No portion of the Net Settlement Amount will go back to Defendants under any circumstances as a result of any requests for exclusion by Class Members or uncashed checks.
- B. **It is your responsibility to ensure that the Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be mailed.
- C. Individual **Settlement Payment checks must be cashed soon after receipt**. Monies represented by checks which remain uncashed after 180 days of the date of issuance will be tendered to a suitable non-profit organization or foundation approved by the Court. If your check is lost or misplaced, you should immediately contact the Administrator to request a replacement.
- D. Due to Covid-19, the Court may require additional safety protocols including, but not limited to, requiring pre-scheduled appointments and/or face coverings before being granted access to in-person Courthouse services such as file review or attendance at a hearing. Visit www.lacourt.org for current Covid-19 related social distancing and safety protocols, and procedures for appearing telephonically before the Court.