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on behalf of themselves and all similarly situated

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

JASMINE JOHNSON, individually, and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act

Plaintiffs,

v.

TRUMPET BEHAVIORAL HEALTH, LLC, a  
Delaware limited liability company;  
QUALITY BEHAVIORAL OUTCOMES,  
LLC, a Delaware limited liability company;  
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 21-CV-01505

CLASS ACTION

Assigned for All Purposes To:  
Hon. Brian McCabe  
Dept.: 08

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint Filed: March 1, 2021  
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement  
2 Agreement”) is made and entered into by and between Plaintiffs Jasmine Johnson, Jade Khodar-  
3 Fisher, Brittne Boruff, and Angelica Lazo (collectively “Plaintiffs” or “Class Representatives”),  
4 individually, and on behalf of all others similarly situated, and Defendants Trumpet Behavioral  
5 Health, LLC, and Quality Behavioral Outcomes, LLC, both Delaware limited liability companies  
6 (collectively “Defendants”) (collectively with Plaintiffs, the “Parties”).

## 7 DEFINITIONS

8 The following definitions are applicable to this Settlement Agreement.

9 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 10 1. “Action” means *Jasmine Johnson v Trumpet Behavioral Health, LLC., et al.*,  
11 Merced County Superior Court Case No. 21-CV-01505.
- 12 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the  
13 Court for Class Counsel’s litigation and resolution of this Action.
- 14 3. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Jason  
15 Rothman of Justice Law Corporation.
- 16 4. “Class List” means a complete list of all Class Members that Defendants will  
17 diligently and in good faith compile from its records and provide to the Settlement  
18 Administrator within fifteen (15) calendar days after Preliminary Approval of this Settlement.  
19 The Class List will be formatted in Microsoft Office Excel and will include the following  
20 information from Defendants’ records: each Class Member’s and Settlement PAGA Member’s  
21 full name; last-known mailing address; Social Security number; and respective number of  
22 Workweeks and Pay Periods worked as a non-exempt employee in California during the Class  
23 Period and PAGA Period.
- 24 5. “Class Member(s)” or “Settlement Class” means all current and former  
25 individuals who are or who have been employed by Defendants in California during the Class  
26 Period as a non-exempt employee (or if any such person is incompetent, deceased, or  
27 unavailable due to military service, the person’s legal representative or successor in interest  
28 evidenced by reasonable verification). “Class Members” shall not include any person who

1 submits a timely and valid request for exclusion. Defendants estimate that there are  
2 approximately Seven Thousand, Four Hundred and Fifty-Three (7,453) combined Class  
3 Members and PAGA Members comprising 75,000 workweeks.

4 6. "PAGA Member(s)" or "Settlement PAGA Members" means all current and  
5 former individuals who are or who have been employed by Defendants in California during the  
6 PAGA Period as a non-exempt employee (or if any such person is incompetent, deceased, or  
7 unavailable due to military service, the person's legal representative or successor in interest  
8 evidenced by reasonable verification).

9 7. "Class Period" means the period from March 1, 2020, through October 7,  
10 2022.

11 8. "PAGA Period" means the period from March 1, 2020, through October 7,  
12 2022.

13 9. "Class Representatives Enhancement Payments" means the amount approved  
14 by the Court to be paid to Plaintiffs in recognition for their contribution to the Action on behalf  
15 of Class Members and PAGA Members.

16 10. "Court" means the Superior Court of California, County of Merced.

17 11. "Defendants" means Trumpet Behavioral Health, LLC, a Delaware limited  
18 liability company, and Quality Behavioral Outcomes, LLC, a Delaware limited liability  
19 company (including any and all affiliates, subsidiaries, and parents, and their shareholders,  
20 officers, directors, agents, and employees).

21 12. "Effective Date" will be the last to occur of the following: (a) the 61<sup>st</sup> day after  
22 service of notice of entry of the Court's order granting final approval of the Settlement  
23 Agreement and Judgment; or (b) if an appeal, review or writ is sought from the order, the day  
24 after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is  
25 no longer subject to further judicial review.

26 13. "Individual Settlement Payment" means each Class Member's share of the Net  
27 Settlement Amount.

1           14.     “Maximum Settlement Amount” is the amount of Six Hundred Thousand and  
2 Zero Cents (\$600,000.00), which is the maximum amount to be paid by Defendants pursuant to  
3 this Settlement Agreement. The Maximum Settlement Amount includes all Individual  
4 Settlement Payments to Class Members and PAGA Members, the Class Representatives  
5 Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, the  
6 Settlement Administration Costs to the Settlement Administrator, the Class Members’ share of  
7 any employment taxes, and the PAGA Payment as specified in this Agreement. Defendants  
8 shall pay the employer’s share of payroll taxes due on the portion of Settlement Payments  
9 allocated to wages separately and in addition to the Maximum Settlement Amount. The Parties  
10 agree that Defendants will have no obligation to pay any amount in connection with this  
11 Settlement Agreement apart from the Maximum Settlement Amount and the employer’s share  
12 of payroll taxes due on the portion of Settlement Payments allocated to wages, and that none of  
13 the Maximum Settlement Amount will revert to Defendants.

14           15.     “Net Settlement Amount” means the Maximum Settlement Amount, less the  
15 Class Representatives Enhancement Payments, Attorneys’ Fees and Costs, the Class Members’  
16 share of any employment taxes, Settlement Administration Costs, and seventy-five percent  
17 (75%) of the PAGA Payment as specified in this Agreement.

18           16.     “Objection” means any written objection to this Settlement filed with the Court  
19 and sent by a Class Member to the Settlement Administrator as specified herein and in the  
20 Notice of Settlement. An Objection to Settlement must be filed and sent to the Settlement  
21 Administrator within the time limitations set forth in this Stipulation.

22           17.     “Notice of Class Action Settlement” means the notice of settlement, attached as  
23 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

24           18.     “PAGA” means the California Labor Code Private Attorneys General Act of  
25 2004.

26           19.     “PAGA Payment” means the payment made hereunder to the California Labor  
27 and Workforce Development Agency and the Settlement PAGA Members for settlement of  
28 claims for civil penalties under PAGA.

1           20.     “Parties” means Plaintiffs and Defendants collectively.

2           21.     “Plaintiffs” means Jasmine Johnson, Jade Khodar-Fisher, and Brittnie Boruff.

3           22.     “Preliminary Approval” means the Court order granting preliminary approval of

4 the Settlement Agreement.

5           23.     “Released Claims” means all causes of action and factual or legal theories that

6 were alleged in the operative first amended complaint or that could have been alleged against

7 Defendants based on the facts contained in the operative complaints, including all of the

8 following claims for relief: (a) failure to pay all wages, including but not limited to regular

9 wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest

10 periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete,

11 accurate or properly formatted wage statements; (d) failure to timely pay wages during

12 employment; (e) waiting time penalties; (f) unauthorized deductions from wages; (g) failure to

13 reimburse business expenditures, (h) unfair business practices that could have been premised

14 on the claims, causes of action or legal theories of relief described above or any of the claims,

15 causes of action or legal theories of relief pleaded in the operative complaint; (i) any other

16 claims or penalties under the California Labor Code or other wage and hour laws pleaded in the

17 Action, including but not limited to California Labor Code Sections 201, 201.3, 201.5, 201.6,

18 201.8, 201.9, 202, 203, 204, 205.5, 218.5, 221, 226, 226(a), 226(g), 226.3, 226.7, 510, 512(a),

19 558, 1174(d), 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; (h) all damages,

20 penalties, interest and other amounts recoverable under said claims, causes of action or legal

21 theories of relief, and, exclusively to PAGA Members, (i) all claims under the California Labor

22 Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims,

23 causes of action or legal theories described above or any of the claims, the letter to the LWDA

24 dated February 18, 2021, and causes of action or legal theories of relief pleaded in the operative

25 first amended complaint.

26           24.     “Released Parties” means Defendants, and their past, present and/or future,

27 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,

28 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent

1 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal  
2 representatives, and joint venturers, if any.

3 25. “Request for Exclusion” means a timely written request by a Class Member to  
4 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,  
5 address, and telephone number of the Class Member requesting exclusion; (ii) be signed by the  
6 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class  
7 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the  
8 Response Deadline.

9 26. “Response Deadline” means the deadline by which Class Members must  
10 postmark the Settlement Administrator Requests for Exclusion or Objection to the Settlement.  
11 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the  
12 Notice of Class Action Settlement by the Settlement Administrator, unless the 45<sup>th</sup> day falls on  
13 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next  
14 day on which the U.S. Postal Service is open.

15 27. “Settlement Administrator” means ILYM Group, Inc., or any other third-party  
16 class action settlement administrator approved by the Parties and the Court for the purposes of  
17 administering this Settlement. The Parties each represent that they have no financial interest in  
18 the Settlement Administrator or otherwise have a relationship with the Settlement  
19 Administrator that could create a conflict of interest.

20 28. “Settlement Administration Costs” includes all costs payable to the Settlement  
21 Administrator for administering this Settlement, including, but not limited to, printing,  
22 distributing, and tracking notice and other documents for this Settlement, tax reporting,  
23 distributing all payments to be made pursuant to this Settlement, and providing necessary  
24 reports and declarations, as requested by the Parties. After conference and consultation with the  
25 Settlement Administrator, \$48,800.00 will be allocated to Settlement Administration as a “not  
26 to exceed” cost.

27 29. “Pay Periods” means the number of calendar pay periods that the Settlement  
28 PAGA Members worked as a non-exempt employee in California during the PAGA Period.

30. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth in herein.

## TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves, the Settlement Class, the Settlement PAGA Members, and Defendants agree as follows:

31. Funding of the Maximum Settlement Amount. No later than 30 business days after the Effective Date, Defendants will deposit Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) into a Qualified Settlement Fund administered by the Settlement Administrator. The Maximum Settlement Amount will be used to pay: (i) Individual Settlement Amounts; (ii) the Class Representatives Enhancement Payments; (iii) Attorneys' Fees, Costs, and any other expenses; (iv) the PAGA Payment, and (v) Settlement Administration Costs; and (vi) the Class Members' share of any employment taxes. Prior to the Effective Date of the Settlement, Defendants will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

32. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and Costs of not more than Two Hundred and Twenty-Eight Thousand Dollars and Zero Cents (\$228,000.00) in attorney's fees and not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in costs, and Defendants agree not to oppose such application. All Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. The amounts awarded by the Court shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the Court fails to approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Should the Court approve a lesser amount of Attorneys' Fees and Costs, the difference will be added to the Net Settlement Amount.

33. Class Representatives Enhancement Payments. Plaintiffs will apply to the Court for their Class Representatives Enhancement Payments of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each, for their effort and work in prosecuting the Action on behalf of Class Members and PAGA Members in exchange for a general release of all claims, and

1 Defendants agree not to oppose such application. This amount will be considered non-wage  
2 damages and will be reported on an IRS Form 1099. The Class Representatives Enhancement  
3 Payments, which will be paid from the Maximum Settlement Amount, will be in addition to  
4 Plaintiffs' right to an Individual Settlement Payment pursuant to the Settlement. Plaintiffs will be  
5 solely and legally responsible to pay any and all applicable taxes on the payments made pursuant  
6 to this paragraph and will hold Defendants harmless from any claim or liability for taxes,  
7 penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to  
8 revoke this Settlement in the event the Court fails to approve the amount sought by Plaintiffs as a  
9 their requested Class Representatives Enhancement Payments. Any portion of the Class  
10 Representatives Enhancement Payments not awarded to the Class Representatives will be added  
11 to the Net Settlement Amount.

12       34.     Settlement Administration Costs. The Settlement Administrator will be paid for  
13 the reasonable costs of administration of the Settlement and distribution of payments. These  
14 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the  
15 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,  
16 preparing and distributing Notices of Class Action Settlement, calculating and distributing all  
17 payments to be made pursuant to the Settlement, and providing necessary reports and  
18 declarations. Class Counsel has obtained a "not to exceed" quote from the Settlement  
19 Administrator to complete the administration for \$48,800.00. The Settlement Administrator's  
20 "not to exceed" quote will represent the Settlement Administrator's agreement that, based on  
21 the class size and distributions under the terms of this Settlement, the costs for administration  
22 of the terms of this Settlement will not exceed the specified amount. All of the Settlement  
23 Administration Costs shall be paid from the Maximum Settlement Amount, upon completion of  
24 all duties required to be performed by the Settlement Administrator under the terms of this  
25 Settlement, or as otherwise required by the Court. The Settlement Administrator will establish  
26 the Qualified Settlement Fund Account.

27       35.     PAGA Payment. Fifty-Thousand Dollars and Zero Cents (\$50,000.00) shall be  
28 allocated from the Maximum Settlement Fund for settlement of claims for civil penalties under

1 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such \$50,000.00  
2 PAGA Payment, or \$37,500.00, to the LWDA, and twenty-five (25%) of the \$50,000.00 PAGA  
3 Payment, or \$12,500.00, will be included in the Net Settlement Amount and distributed to  
4 Settlement PAGA Members as described in this Agreement. Each Settlement PAGA Member's  
5 pro rata share of that \$12,500.00 will be part of his or her Individual Settlement Payment.

6 36. Individual Class Members Settlement Payment Calculations. Individual  
7 Settlement Payments will be calculated and apportioned from the Net Settlement Amount based  
8 on the number of Workweeks a Class Member worked during the Class Period as a non-exempt  
9 employee in California. Specific calculations of Individual Settlement Payments will be made  
10 as follows:

11 36(a). The Settlement Administrator will calculate the total number of  
12 Workweeks worked by each Class Member as a non-exempt employee in California during the  
13 Class Period and the aggregate total number of Workweeks worked by all Class Members as  
14 non-exempt employees in California during the Class Period.

15 36(b). To determine each Class Member's estimated "Individual Settlement  
16 Payment," the Settlement Administrator will use the following formula: The Net Settlement  
17 Amount will be divided by the aggregate total number of Workweeks, resulting in the  
18 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by  
19 multiplying each individual Class Member's total number of Workweeks by the Workweek  
20 Value.

21 36(c). The entire Net Settlement Amount will be disbursed as Individual  
22 Settlement Payments to Class Members. If there are any valid and timely Requests for  
23 Exclusion from members of the Settlement Class, the Settlement Administrator shall  
24 proportionately increase the Individual Settlement Payment for each Class Member according  
25 to the number of Workweeks worked, so that the amount actually distributed to the Settlement  
26 Class equals 100% of the Net Settlement Amount.

27 37. Individual PAGA Member Settlement Payment Calculations. Individual  
28 Settlement Payments will be calculated and apportioned from the PAGA Payment amount

1 based on the number of Pay Periods a PAGA Member worked during the PAGA Period as a  
2 non-exempt employee in California. Specific calculations of PAGA Individual Settlement  
3 Payments will be made as follows:

4           37(a). The Settlement Administrator will calculate the total number of Pay  
5 Periods worked by each PAGA Member as a non-exempt employee in California during the  
6 PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as  
7 non-exempt employees in California during the PAGA Period (“Pay Period Value”).

8           37(b). To determine each PAGA Member’s estimated “Individual Settlement  
9 Payment,” the Settlement Administrator will use the following formula: The PAGA Payment  
10 amount’s portion allocated to the PAGA Period will be divided by the aggregate total number of  
11 Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA Member’s  
12 “Individual Settlement Payment” will be calculated by multiplying each individual PAGA  
13 Member’s total number of Pay Periods by the Pay Period Value.

14           37(c). The entire PAGA Payment amount will be disbursed as Individual  
15 Settlement Payments to PAGA Members. PAGA Members will not be able to opt out or request  
16 exclusion from the settlement. For those Class Members who are also PAGA Members, they  
17 will not be able to opt out or request exclusion from their Individual Settlement Amount  
18 allocation of the PAGA Amount.

19           38.     No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
20 Class Members and PAGA Members under this Settlement, as well as any other payments made  
21 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any  
22 benefit plans to which any Class Members and/or PAGA Members may be eligible, including,  
23 but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock  
24 purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other  
25 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect  
26 any rights, contributions, or amounts to which any Class Members and/or PAGA Members may  
27 be entitled under any benefit plans.

1           39.     Settlement Administration Process. The Parties agree to cooperate in the  
2 administration of the settlement and to make all reasonable efforts to control and minimize the  
3 costs and expenses incurred in administration of the Settlement.

4           40.     Delivery of the Class List. Within fifteen (15) calendar days of entry of the  
5 Court's Order Granting Preliminary Approval, Defendants will provide the Class List to the  
6 Settlement Administrator. This Class List will also be used to identify the PAGA Members  
7 within the PAGA Period. In no event will this information ever be shared with or provided to  
8 Class Counsel.

9           41.     Notice by First-Class U.S. Mail. Within fifteen (15) business days after  
10 receiving the Class List from Defendants, the Settlement Administrator will mail a Notice of  
11 Class Action Settlement to all Class Members via regular First-Class U.S. Mail, using the most  
12 current, known mailing addresses identified in the Class List.

13                   41(a). Reminder Notice: A reminder postcard will be mailed out 30 days after  
14 the initial Class Notice is sent out to the Class Members.

15           42.     Confirmation of Contact Information in the Class List and Undeliverable  
16 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the  
17 National Change of Address Database for information to update and correct for any known or  
18 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement  
19 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via  
20 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
21 Administrator will indicate the date of such re-mailing on the Notice of Class Action  
22 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly  
23 attempt to determine the correct address using an Accurant search/skip-trace and will then  
24 perform a single re-mailing.

1           43.     Notices of Class Action Settlement. All Class Members will be mailed a Notice  
2 of Class Action Settlement in both English and Spanish in the form attached as Exhibit A<sup>1</sup>, or  
3 as provided by Court order.

4           44.     Disputed Information on Notices of Class Action Settlement. Class Members  
5 will have an opportunity to dispute the information provided in their Notices of Class Action  
6 Settlement. To the extent Class Members dispute their Individual Settlement Payment, their  
7 employment dates, or the number of Workweeks as set forth on the Notice, Class Members may  
8 produce evidence to the Settlement Administrator showing that such information is inaccurate.  
9 The Settlement Administrator will advise the Parties of such dispute, allow Defendants five (5)  
10 business days to respond with any additional information or records, and then decide the  
11 dispute. Defendants' records will be presumed determinative, absent evidence to rebut  
12 Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by  
13 the Class Member and Defendants and will make the final decision as to the merits of the  
14 dispute. If necessary, Class Counsel will be allowed to access the class contact information for  
15 those individuals who dispute the information on the Class Notice, in order to answer those  
16 individual Class Member's questions or otherwise provide representations about the class.

17                 44(a). Eligible PAGA Members will not be able to exclude themselves from  
18 receiving their portion of the PAGA Payment. The Class Notice will inform Eligible PAGA  
19 Members that they cannot opt out of the PAGA portion of the settlement and explain that they  
20 will not be permitted to pursue any action under PAGA against the Released Parties for any  
21 claim that arose during the PAGA Period, even if they elect to Opt-Out of the Class Action  
22 Settlement.

23           45.     Requests for Exclusion. Any Class Member wishing to opt-out from the  
24 settlement of the Class Claims must sign and postmark a written Request for Exclusion to the  
25 Settlement Administrator within the Response Deadline. The postmark date will be the

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27 <sup>1</sup> Only the English version of the Class Notice is being attached to the Stipulation of Class Action Settlement. Once  
28 the above entitled case receives Preliminary Approval then the Claim Administrator will translate the Class Notice  
into Spanish.

1 exclusive means to determine whether a Request for Exclusion has been timely submitted. The  
2 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,  
3 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be  
4 excluded from the settlement of the Class Claims, and any payment of amounts under this  
5 Agreement excluding the PAGA Payment by timely mailing a Request for Exclusion letter to  
6 the Settlement Administrator stating that the Class Member wants to be excluded from  
7 settlement of the Class Claims. This letter must include the Class Member's name, address,  
8 telephone number, and signature. To be valid and timely, the Request for Exclusion must be  
9 postmarked by the Response Deadline date that will be specified in the Class Notice (no less  
10 than forty-five (45) days from the initial mailing of the Class Notice by the Settlement  
11 Administrator). However, if a Notice of Class Action Settlement needs to be re-mailed then that  
12 individual Class Member will be provided forty-five (45) days to object or submit a Request for  
13 Exclusion from the settlement from the date of the new mailing. A Class Member who  
14 properly submits a valid and timely Request for Exclusion from the Action will not receive any  
15 payment of the Class Claims in connection with this Agreement or this Action, will not be  
16 receive any benefit of this Agreement other than the PAGA Payment, and will have no standing  
17 to object to the Settlement of the Class Claims. A Class Member who properly submits a valid  
18 and timely Request for Exclusion from the Action will continue to be bound by the release of  
19 PAGA claims contained herein. Class Members who do not timely submit a Request for  
20 Exclusion will be bound by the releases herein and receive an individual settlement payment  
21 ("Participating Class Members"). A Request for Exclusion must be mailed to the Settlement  
22 Administrator at its address to be provided in the Class Notice, and the Settlement  
23 Administrator will promptly transmit the Requests for Exclusion to counsel for the Parties.

24       46.     Defective Submissions. If a Class Member's Request for Exclusion is defective  
25 as to the requirements listed herein, that Class Member will be given an opportunity to cure the  
26 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three  
27 (3) business days of receiving the defective submission to advise the Class Member that his or  
28 her submission is defective and that the defect must be cured to render the Request for

1 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)  
2 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a  
3 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked and  
4 mailed within that period, it will be deemed untimely.

5 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
6 Member who does not affirmatively opt out of the Settlement Agreement by submitting a  
7 timely and valid Request for Exclusion will be bound by all of its terms, including those  
8 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if  
9 it grants final approval of the Settlement. If a PAGA Member submits a valid Request for  
10 Exclusion from the Class Claims, such PAGA Member will still be deemed to have released the  
11 PAGA Claims to the fullest extent permitted by law.

12 48. Objection Procedures. The Notice shall state that Settlement Class Members  
13 who wish to object to the Settlement may do so by a written statement of objection (“Notice of  
14 Objection”) mailed by the Response Deadline to the Settlement Administrator or by appearing  
15 at the hearing for Final Approval. If a Settlement Class Members wishes to submit a written  
16 objection, the Objection must be signed by the Class Member and contain all information  
17 required by this Settlement Agreement. The postmark date of the filing and service will be  
18 deemed the exclusive means for determining that the Objection is timely. The Notice of  
19 Objection must state: (1) the case name and number; (2) the name of the Settlement Class  
20 Member; (3) the address of the Settlement Class Member; and (4) the basis for the objection.  
21 The Settlement Class Member may appear at the Final Approval Hearing even if he does not  
22 submit a Notice of Objection and may object orally. The Settlement Administrator will  
23 promptly provide any Notices of Objection to the Parties’ counsel upon receiving them. Class  
24 Counsel will include all objections received and Plaintiffs’ response(s) with Plaintiffs’ motion  
25 for final approval of the Settlement. Settlement Class Members may also have a right to have  
26 their objections heard at the Final Approval/Settlement Fairness Hearing, however they will  
27 need to adhere to the Court’s COVID-19 protocols. Class Counsel will not represent any Class  
28 Members with respect to any such Objections to this Settlement, and any Class Members who

1 request exclusion from the Settlement will have no standing to object to the settlement of the  
2 Class Claims.

3 49. Settlement Administrator Reports. The Settlement Administrator will provide  
4 Defendants' counsel and Class Counsel a weekly report of the number of Class Members who  
5 have submitted valid Requests for Exclusion, Objections, and disputes regarding Workweek  
6 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties  
7 any updated reports regarding the administration of the Settlement Agreement as needed or  
8 requested.

9 50. Distribution and Timing of Payments. Within 30 calendar days of the Effective  
10 Date, and after Defendants have fully funded the Qualified Settlement Fund with the Maximum  
11 Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class Members  
12 who have not submitted a valid and timely Request for Exclusion, including any Class Member  
13 whose notice was returned as undeliverable; (ii) all PAGA Members, (iii) Plaintiffs; (iv) Class  
14 Counsel; and (iv) the LWDA. The Settlement Administrator will also issue a payment to itself  
15 for Court-approved services performed in connection with the Settlement. The Settlement  
16 Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all  
17 Participating Class Members and PAGA Members. The Settlement Administrator will do so by  
18 sending a check in the appropriate amount to the Class Member and/or PAGA Member at the  
19 address indicated in the list of Class Member names and addresses provided by Defendants, or  
20 as subsequently determined by the Settlement Administrator to be correct. Those Class  
21 Members who are also PAGA Members will receive two checks, one for their Class Member  
22 share and a separate check proportional to their PAGA Member share.

23 51. Un-Cashed Settlement Checks. Class Members and PAGA Members will  
24 receive checks for their respective Individual Settlement Payments. Checks will remain  
25 negotiable for 180 days ("Check-Cashing Deadline"). Any check not cashed within 180  
26 calendar days will be void. The funds from the uncashed checks shall be distributed by the  
27 Settlement Administrator to the State Controller's Unclaimed Property Fund.  
28

1 Any costs associated with administering the remaining funds under this section (e.g.,  
2 bank stop-payment charges, settlement administration costs associated with any reserve  
3 amount) or payments to the State Controller's Unclaimed Property Fund will be deducted  
4 before the deposit into the State Controller's Unclaimed Property Fund.

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

8 53. Allocation of Individual Settlement Payments. All Individual Settlement  
9 Payments will be allocated as follows: (a) 20% as wages and (b) 80% as penalties and interests.  
10 The Settlement Administrator will be responsible for issuing to each claimant a form W-2 for  
11 amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties.

12 54. Administration of Taxes by the Settlement Administrator. The Settlement  
13 Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Members,  
14 and Class Counsel tax forms as may be required by law for all amounts paid pursuant to this  
15 Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and  
16 penalties to the appropriate government authorities as may be required by law.

17 55. Tax Liability. Defendants makes no representation as to the tax treatment or  
18 legal effect of the payments called for hereunder, and Plaintiffs, Class Members, and PAGA  
19 Members are not relying on any statement, representation, or calculation by Defendants or by  
20 the Settlement Administrator in this regard. Plaintiffs, Class Members, and PAGA Members  
21 understand and agree that they will be solely responsible for the payment of any taxes and  
22 penalties assessed on the payments described herein and will defend, indemnify, and hold  
23 Defendants free and harmless from and against any claims resulting from treatment of such  
24 payments as non-taxable damages.

25 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
27 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
28 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

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

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

25         58.     Nullification of Settlement Agreement. In the event that: (i) the Court does not  
26 finally approve the Settlement as provided herein; (ii) the Court's final approval of the  
27 Settlement is reversed or materially modified on appeal; or (iii) the Settlement does not become  
28 final for any other reason, then this Settlement Agreement, and any documents generated to

bring it into effect, will be null and void, and the Parties will be deemed to be in the same positions as if no settlement in principle had been reached with no waiver of any arguments or defenses. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

59. Preliminary Approval Hearing. Plaintiffs will obtain a date for hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement.

60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion and/or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees and Costs; (iv) all Settlement Administration Costs; and (v) the Class Members' and Defendants' share of any employment taxes. The Final Approval/Settlement Fairness Hearing will be held no earlier than the date when all deadlines for Class Members to object or exclude themselves have elapsed. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have

1 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
2 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-  
3 Judgment matters as may be appropriate under court rules or as set forth in this Settlement  
4 Agreement.

5         62.     General Release by Plaintiffs. In exchange for the consideration set forth in this  
6 Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, do waive, release,  
7 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,  
8 complaints, grievances and causes of action, of whatever nature, whether known or unknown,  
9 which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not  
10 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,  
11 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,  
12 personal injury claims, emotional distress claims, invasion of privacy claims, defamation  
13 claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal,  
14 state or other governmental statute, law, regulation or ordinance, including any claims arising  
15 under the California Fair Employment and Housing Act (FEHA), the California Labor Code,  
16 the Wage Orders of California's Industrial Welfare Commission, other state wage and hour  
17 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act  
18 (ADEA), the Equal Pay Act, the Employee Retirement Income Security Act, Title VII of the  
19 Civil Rights Act of 1964, the California Family Rights Act, the Family and Medical Leave Act,  
20 the Fair Labor Standards Act (to the maximum extent permitted by law), California's  
21 Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq.,  
22 and any and all claims arising under any federal, state or other governmental statute, law,  
23 regulation or ordinance. Plaintiffs hereby expressly waives and relinquish any and all claims,  
24 rights or benefits that they may have under California Civil Code § 1542, which provides as  
25 follows:

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

7       Plaintiffs may hereafter discover claims or facts in addition to, or different from, those  
8 which she now knows or believes to exist, but she expressly agrees to fully, finally and forever  
9 settle and release any and all claims against the Released Parties, known or unknown, suspected  
10 or unsuspected, which exist or may exist against any Released Party at the time of execution of  
11 this Agreement, including, but not limited to, any and all claims relating to or arising from  
12 Plaintiffs' employment with Defendants. The Parties further acknowledge, understand and  
13 agree that this representation and commitment is essential to the Agreement and that this  
14 Agreement would not have been entered into were it not for this representation and  
15 commitment.

16       63.     Release by All Settlement Class Members. Plaintiffs and all Class Members  
17 who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his  
18 or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully  
19 and finally release and discharge the Released Parties from any and all of the Released Claims  
20 for the entirety of the Class Period. This waiver and release will be final and binding on the  
21 date in which Defendants fully funds the settlement, and will have every preclusive effect  
22 permitted by law. Plaintiffs and the Settlement Class Members may hereafter discover facts or  
23 legal arguments in addition to or different from those they now know or currently believe to be  
24 true with respect to the Released Claims. Regardless, the discovery of new facts or legal  
25 arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of  
26 this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by  
27 operation of the final judgment approved by the Court, shall have, fully, finally, and forever  
28 settled and released all of the Released Claims. The Parties understand and specifically agree

1 that the scope of the release described in this Paragraph: (i) is a material part of the  
2 consideration for this Agreement; (ii) was critical in justifying the agreed upon economic value  
3 of this settlement and without it Defendants would not have agreed to the consideration  
4 provided; and (iii) is narrowly drafted and necessary to ensure that Defendants are obtaining  
5 peace of mind regarding the resolution of claims that were or could have been alleged based on  
6 the facts, causes of action, and legal theories contained in the operative complaint in the Action.

7         64.     Release by All Settlement PAGA Members: Plaintiffs agree that upon  
8 Defendants fully funding the settlement agreement, Plaintiffs and the PAGA Members will  
9 release any and all PAGA Released Claims against Defendants that arose during the PAGA  
10 Period. Upon Defendants fully funding the settlement agreement, Plaintiffs and the PAGA  
11 Members will be forever barred from pursuing any and all of the PAGA Released Claims that  
12 arose during the PAGA Period against Defendants.

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

17         66.     Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or  
18 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the  
19 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any  
20 person or entity, except potential class members and as shall be contractually required to  
21 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs  
22 and Class Counsel agree not to issue press releases, communicate with, or respond to any  
23 media or publication entities, publish information in manner or form, whether printed or  
24 electronic, on any medium or otherwise communicate, whether by print, video, recording or  
25 any other medium, with any person or entity concerning the Settlement, including the fact of  
26 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as  
27 shall be contractually required to effectuate the terms of the Settlement. However, for the  
28 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions

1 for the limited purpose of showing to the court that the case has settled, Class Counsel may  
2 disclose the name of the Parties in this action and the venue/case number of this action (but not  
3 any other settlement details) for such purposes. The Parties and their counsel agree that they  
4 will not engage in any advertising or distribute any marketing materials specifying any material  
5 terms relating to the Settlement, including but not limited to any postings on any websites  
6 maintained by Class Counsel.

7         67.     No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not  
8 currently aware of any: (a) unalleged claims in addition to, or different from, those which are  
9 finally and forever settled and released against the Released Parties by this Settlement; and (b)  
10 unalleged facts or legal theories upon which any claims or causes of action could be brought  
11 against Defendants, except such facts and theories specifically alleged in the operative  
12 complaints in this Action. Plaintiffs and Class Counsel will further represent that, other than the  
13 instant Action, they have no current intention of asserting any other claims against Defendants  
14 in any judicial or administrative forum and do not currently know of or represent any persons  
15 who have expressed any interest in pursuing litigation or seeking any recovery against  
16 Defendants. The Parties acknowledge, understand and agree that the representations described  
17 in this paragraph are essential to the Settlement Agreement and that this Settlement Agreement  
18 would not have been entered into were it not for this representation.

19         68.     Defendants' Option to Revoke Settlement. If, after the Response Deadline, (i)  
20 the number of Settlement Class Members who submitted timely and valid written Requests for  
21 Exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members, or  
22 (ii) a number of Class Members whose share of the Net Settlement is 10% or more either opt  
23 out of and/or object to the Settlement, or both (i) and (ii), Defendants shall have, in its sole  
24 discretion, the option to terminate this Settlement and all actions taken in its furtherance of it  
25 will be thereby null and void. If Defendants exercise the option to terminate this Settlement,  
26 Defendants shall: (a) provide written notice to Class Counsel within thirty (30) calendar days  
27 after the Settlement Administrator notifies the Parties of the total number of opt-outs, and (b)  
28 pay all Settlement Administration Costs incurred up to the date.

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

4           70.     Amendment or Modification. This Settlement Agreement may be amended or  
5 modified only by stipulation signed by both parties and with approval from the Court.

6           71.     Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
7 warrant and represent they are expressly authorized by the Parties whom they represent to  
8 negotiate this Settlement Agreement and to take all appropriate action required or permitted to  
9 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to  
10 execute any other documents required to effectuate the terms of this Settlement Agreement. The  
11 Parties and their counsel will cooperate with each other and use their best efforts to effect the  
12 implementation of the Settlement. If the Parties are unable to reach agreement on the form or  
13 content of any document needed to implement the Settlement, or on any supplemental  
14 provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
15 may seek the assistance of the Court to resolve such disagreement.

16          72.     Binding on Successors and Assigns. This Settlement Agreement will be binding  
17 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
18 defined.

19          73.     California Law Governs. All terms of this Settlement Agreement and Exhibits  
20 hereto will be governed by and interpreted according to the laws of the State of California.

21          74.     Execution and Counterparts. This Settlement Agreement is subject only to the  
22 execution of all Parties. However, the Settlement may be executed in one or more counterparts.  
23 All executed counterparts and each of them, including facsimile and scanned copies of the  
24 signature page, will be deemed to be one and the same instrument provided that counsel for the  
25 Parties will exchange among themselves original signed counterparts.

26          75.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
27 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action  
28 and have arrived at this Settlement after arm's-length negotiations and in the context of

1 adversarial litigation, taking into account all relevant factors, present and potential. The Parties  
2 further acknowledge that they are each represented by competent counsel and that they have  
3 had an opportunity to consult with their counsel regarding the fairness and reasonableness of  
4 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement  
5 and the reasonableness of the Settlement and the Court may, in its discretion, contact the  
6 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and  
7 reasonable.

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

12         77.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate  
13 to class certification for purposes of this Settlement only; except, however, that Plaintiffs or  
14 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they  
15 request from the Court, and either party may appeal any court order that materially alters the  
16 Settlement Agreement's terms. If, for any reason, the Settlement is not approved, this Joint  
17 Stipulation of Class Action Settlement will have no force or effect.

18         78.     Non-Admission of Liability. The Parties enter into this Settlement to resolve the  
19 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
20 litigation. In entering into this Settlement, Defendants do not admit, and specifically denies,  
21 that it violated any federal, state, or local law; violated any regulations or guidelines  
22 promulgated pursuant to any statute or any other applicable laws, regulations or legal  
23 requirements; breached any contract; violated or breached any duty; engaged in any  
24 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its  
25 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the  
26 negotiations connected with it, will be construed as an admission or concession by Defendants  
27 of any such violations or failures to comply with any applicable law. Except as necessary in a  
28 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions

1 will not be offered or received as evidence in any action or proceeding to establish (i) any  
2 liability or admission on the part of Defendants; (ii) the existence of any condition constituting  
3 a violation of, or a non-compliance with, federal, state, local or other applicable law; or (iii)  
4 that a class should be certified as Plaintiffs propose.

5 79. Waiver. No waiver of any condition or covenant contained in this Settlement or  
6 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
7 constitute a further waiver by such party of the same or any other condition, covenant, right or  
8 remedy.

9 80. Mutual Preparation. The Parties have had a full opportunity to negotiate the  
10 terms and conditions of this Settlement. Accordingly, this Settlement Agreement will not be  
11 construed more strictly against one party than another merely by virtue of the fact that it may  
12 have been prepared by counsel for one of the Parties. It being recognized that, because of the  
13 arms-length negotiations between the Parties, all Parties have contributed to the preparation of  
14 this Settlement Agreement.

15 81. Representation By Counsel. The Parties acknowledge that they have been  
16 represented by counsel throughout all negotiations that preceded the execution of this  
17 Settlement Agreement, and that this Settlement Agreement has been executed with the consent  
18 and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are  
19 no liens on the Settlement Agreement.

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

22 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate  
23 in good faith and execute all documents to the extent reasonably necessary to effectuate the  
24 terms of this Settlement Agreement.

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84. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**SO AGREED AND STIPULATED**

**PLAINTIFF**

Dated: 11/03/2022

*Jasmine Johnson*  
Jasmine Johnson

**PLAINTIFF**

Dated: 10/31/2022

*Jade Khodar-Fisher*  
Jade Khodar-Fisher

**PLAINTIFF**

Dated: 10/31/2022

  
Brittnie Boruff

**PLAINTIFF**

Dated: 10/31/2022

  
Angelica Lazo

**DEFENDANT**

Dated:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Signatures Continued on Next Page]**

84. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**SO AGREED AND STIPULATED**

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jasmine Johnson

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jade Khodar-Fisher

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brittnie Boruff

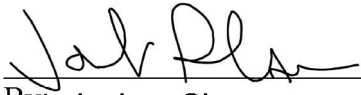
**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Angelica Lazo

**DEFENDANT**

Dated: 11/4/2022

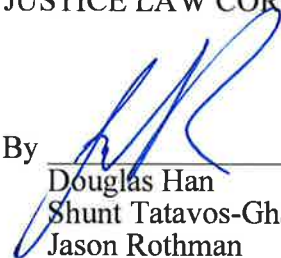
  
\_\_\_\_\_  
By: Joshua Sleeper  
Title: CEO

**[Signatures Continued on Next Page]**

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JUSTICE LAW CORPORATION.

DATED: November 3, 2022

By   
\_\_\_\_\_  
Douglas Han  
Shunt Tatavos-Gharajeh  
Jason Rothman  
Attorneys for Plaintiffs Jasmine  
Johnson, *et al.*, on behalf of  
themselves and all similarly situated

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Aaron H. Cole  
Kathleen J. Choi  
Attorneys for Defendants Trumpet  
Behavioral Health, LLC, *et al.*

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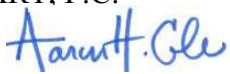
JUSTICE LAW CORPORATION.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Douglas Han  
Shunt Tatavos-Gharajeh  
Jason Rothman  
Arsine Grigoryan  
Attorneys for Plaintiffs Jasmine  
Johnson, *et al.*, on behalf of themselves  
and all similarly situated

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

DATED: 11/4/2022 \_\_\_\_\_

By  \_\_\_\_\_  
Aaron H. Cole  
Kathleen J. Choi  
Attorneys for Defendants Trumpet  
Behavioral Health, LLC, *et al.*

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Jasmine Johnson v. Trumpet Behavioral Health, LLC, et al.*

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Notice is designed to advise you of your rights and options with respect to the settlement.**

By order of the Superior Court of California for the County of Merced ("Court" or "Merced County Superior Court"), you are notified that preliminary approval of a class action settlement reached between Plaintiffs Jasmine Johnson, Jade Khodar-Fisher, Brittnie Boruff, and Angelica Lazo ("Plaintiffs") and Defendants Trumpet Behavioral Health, LLC and Quality Behavioral Outcomes, LLC ("Defendants") was granted on **[Preliminary Approval Date]** in the case entitled *Jasmine Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21-CV-01505, which may affect your legal rights.

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the workweeks and pay periods credited to you, if you so choose, as explained more fully in Section III below.

### **I. IMPORTANT DEFINITIONS**

**"Class Member"** means all current and former individuals who are or who have been employed by Defendants in California during the Class Period as a non-exempt employee (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

**"PAGA Member"** means all current and former individuals who are or who have been employed by Defendants in California during the PAGA Period as a non-exempt employee (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

**"Class Period"** means the period from March 1, 2020, through October 7, 2022.

**"PAGA Period"** means the period from March 1, 2020, through October 7, 2022.

### **II. BACKGROUND OF THE ACTION**

On February 18, 2021, Plaintiff Johnson provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants.

On March 1, 2021, Plaintiff Johnson, Plaintiff Khodar-Fisher, and Plaintiff Boruff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Alameda (Case No. RG21093211). The lawsuit alleged the following causes of action: (1) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (2) violation of Labor Code section 226.7 (unpaid rest period premiums); (3) violation of Labor Code section 1194 and 1197 (unpaid minimum wages); (4) violation of Labor Code sections 201 and 202 (final wages not timely paid); (5) violation of Labor Code section 226(a) (noncompliant wage statements); (6) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (7) violation of Business & Professions Code section 17200, *et seq.* On April 30, 2021, Defendants filed a Notice of Removal of Civil Action to United States District Court, Northern District of California (Case No. 21-cv-3221).

On May 6, 2021, Plaintiff Johnson filed a representative Private Attorneys General Act of 2004 ("PAGA") action in the Superior Court of California, County of Merced (Case No. 21CV-01505), alleging the same Labor Code violations as alleged in the wage-and-hour class action lawsuit that was removed to federal court ("Action").

The Parties remotely attended mediation for both lawsuits on August 8, 2022 with mediator Jeffrey Ross. Under the guidance of the mediator, the Parties reached a settlement, the terms of which were memorialized in the Joint Stipulation of Class Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”).

In line with the settlement, the Parties stipulated to the dismissal of the wage-and-hour class action lawsuit in federal court. Thereafter, on October 21, 2022, Plaintiff Johnson filed a First Amended Complaint for the Action that added the eight (8) causes of action asserted in the dismissed federal case. The First Amended Complaint also added Plaintiff Khodar-Fisher and Plaintiff Boruff as additional plaintiffs. After filing the First Amended Complaint, the Parties agreed to add Plaintiff Lazo as an additional representative for settlement purposes only.

Plaintiffs allege Defendants violated the Labor Code and Business & Professions Code with respect to themselves and the Class Members by, *inter alia*: (1) failing to properly pay for all hours worked; (2) failing to provide timely meal and rest breaks or one hour of premium pay in lieu thereof; (3) failing to reimburse all necessary business expenditures; (4) failing to provide accurate wage statements; and (5) associated waiting time penalties, thereby engaging in unfair business practices and owing penalties under Labor Code section 2698, *et seq.* (“PAGA”).

Defendants deny all the allegations in the Action or that they violated any law. Defendants contend they have always fully complied with all applicable federal, state, and local laws. Defendants further contend they paid employees for all time worked, accurately recorded all hours worked, accurately calculated pay, enforced California compliant meal and rest periods or provided one hour of premium pay in lieu thereof, and reimbursed any employees for any necessary business expenses which they paid or incurred. It is Defendants’ position that, if litigation continued, class certification would be denied on all claims and/or the claims would be subject to motions for summary adjudication and/or summary judgment. Defendants contend the theories put forth by Plaintiffs in the Action are contrary to the facts and that the PAGA claim lacks merit. Defendants further contend Plaintiffs are not adequate class representatives, their claims are not typical of the Class Members, and individual issues predominate over common ones.

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court appointed ILYM Group, Inc. as the administrator of the settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following law firm as counsel for the Class (“Class Counsel”):

Douglas Han  
Shunt Tatavos-Gharajeh  
Jason Rothman  
**JUSTICE LAW CORPORATION**  
751 Fair Oaks Avenue, Suite 101  
Pasadena, California 91103

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs or to Class Members. The Court has made no determination as to whether Plaintiffs’ claims have any merit. Plaintiffs and Defendants, and their respective counsel, have concluded and agree, considering the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable, and adequate and that the settlement is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total Maximum Settlement Amount is \$600,000 (“Maximum Settlement Amount”). The portion of the Maximum Settlement Amount available for payment to Class Members who do not timely submit Requests for Exclusion (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees of up to \$228,000 and reimbursement of litigation costs and expenses of up to \$25,000 to Class Counsel (“Attorneys’ Fees and Costs”); (2) Class Representative Enhancement Payments of up to \$10,000 to each Plaintiff (totaling \$40,000); (3) Settlement Administration Costs to the Settlement Administrator that are expected not to exceed \$48,800; and (4) PAGA Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five percent

(25%) of which (\$12,500) will be included in the Net Settlement Amount and distributed to PAGA Members.

**i. Individual Settlement Payments**

Each Class Member's share of the Net Settlement Amount is known as the "Individual Settlement Payment." The Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as a non-exempt employee in California. The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member as a non-exempt employee in California during the Class Period and the aggregate total number of Workweeks worked by all Class Members as non-exempt employees in California during the Class Period.

To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: the Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek Value. Each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

All Individual Settlement Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as penalties and interests. The Settlement Administrator will be responsible for issuing to each claimant a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties.

**ii. Twenty-Five Percent (25%) of the PAGA Payment**

Individual Settlement Payments will be calculated and apportioned from the PAGA Payment amount based on the number of Pay Periods a PAGA Member worked during the PAGA Period as a non-exempt employee in California. The Settlement Administrator will calculate the total number of Pay Periods worked by each PAGA Member as a non-exempt employee in California during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as non-exempt employees in California during the PAGA Period ("Pay Period Value").

To determine each PAGA Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: the PAGA Payment amount's portion allocated to the PAGA Period will be divided by the aggregate total number of Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the Pay Period Value. **Eligible PAGA Members will not be able to exclude themselves from receiving their portion of the PAGA Payment.**

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members and PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

**B. Your Workweeks Based on Defendants' Records**

According to Defendants' payroll records:

**From March 1, 2020, through October 7, 2022, you worked [REDACTED] Workweeks for Defendants.**

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the Workweeks credited to you, you may submit such dispute ("Workweeks Dispute") in writing to the Settlement Administrator. The written dispute must: (1) contain your full name, address, telephone number, and signature; (2) contain the case name and case number of the action *Jasmine Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21-CV-01505; (3) contain a clear statement indicating you dispute the number of Workweeks credited to you; (4) documentation that supports your belief that you should be credited with a different number of Workweeks; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

**C. Your Estimated Individual Settlement Payment**

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

**Your Individual Settlement Payment as a Class Member is estimated to be \$ [REDACTED].**

**Your Individual Settlement Payment as a PAGA Member is estimated to be \$ [REDACTED].**

The Individual Settlement Payment as a Class Member is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Released Claims**

Upon Defendants fully funding the Settlement Agreement, each of the Participating Class Members and PAGA Members (including the class representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished, and discharged Defendants and the Released Parties from the following.

All causes of action and factual or legal theories that were alleged in the First Amended Complaint or that could have been alleged against Defendants based on the facts contained in the operative complaints, including all of the following claims for relief: (1) failure to pay all wages, including but not limited to regular wages, minimum wages and overtime wages due; (2) failure to provide proper meal and rest periods, and to properly provide premium pay in lieu thereof; (3) failure to provide complete, accurate or properly formatted wage statements; (4) failure to timely pay wages during employment; (5) waiting time penalties; (6) unauthorized deductions from wages; (7) failure to reimburse business expenditures, (8) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (9) any other claims or penalties under the Labor Code or other wage and hour laws pleaded in the Action, including but not limited to Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 218.5, 221, 226, 226(a), 226(g), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; (10) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, and, exclusively to PAGA Members, (11) all claims under PAGA that could have been premised on the facts, claims, causes of action or legal theories described above or any of the claims, the letter to the LWDA dated February 18, 2021, and causes of action or legal theories of relief pleaded in the First Amended Complaint ("Released Claims").

"Released Parties" include Defendants, and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal representatives, and joint venturers, if any.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees of up to thirty-eight percent (38%) of the Maximum Settlement Amount (\$228,000) and reimbursement of litigation costs and expenses of up to \$25,000 to be paid from the Maximum Settlement Amount, subject to approval by the Court. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

**F. Class Representative Enhancement Payments to Plaintiffs**

Plaintiffs will each seek up to \$10,000 as their Class Representative Enhancement Payment in recognition of their service in connection with the Action (totaling \$40,000). The Class Representative Enhancement Payments will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the settlement.

#### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator, ILYM Group, Inc., costs are not to exceed \$48,800 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Maximum Settlement Amount subject to approval by the Court.

#### **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Settlement**

**If you want to receive your Individual Settlement Payment from the settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. You will have one hundred eighty (180) days to cash the check. Uncashed settlement checks will be voided and distributed to the State Controller's Unclaimed Property Fund. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

##### **B. Request Exclusion from the Settlement**

If you do not wish to participate in the class action portion of the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]  
[Address]

A request for exclusion must: (1) contain your full name, address, telephone number and signature; (2) contain the case name and number of the Action (*Jasmine Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21-CV-01505); (3) contain a clear statement indicating that you intend to be excluded from the Class Member portion of the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Class Member portion of the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), except for the release of PAGA claims which is binding on all PAGA Members, and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

##### **C. Objecting to the Settlement**

You can object to the terms of the Class Member settlement if you have not submitted a Request for Exclusion.

To object, you must do so by way of a written objection that: (1) contains your full name, address, telephone number, dates of employment as a non-exempt employee of Defendants in California, and signature; (2) contains the case name and number of the Action (*Jasmine Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21-CV-01505); (3) all legal and factual bases for the objection to the Settlement; (4) whether you intend to appear at the Final Approval Hearing; (5) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (6) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

**D. Notice of Final Judgment**

Notice of final judgment, once granted by the court, will be posted on the claim administrator's website at the following website address < [REDACTED] >.

**V. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement Agreement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers that were filed with the Court on [REDACTED]. Specifically, the Settlement Agreement was attached as **Exhibit 3** to the Declaration of Douglas Han In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement.

You may view the Settlement Agreement and other court records in the Action at the Merced County Superior Court, located at 627 West 21st Street, Merced, California 95340, during business hours

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED].**

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103 and my electronic service address is aokada@justicelawcorp.com

On December 28, 2022, I served the foregoing document described as

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

for the following case: **Johnson, et al. v. Trumpet Behavioral Health, LLC et al.**  
LWDA/Court Case No.: **LWDA Case No.: CM-822151-21**  
**Court Case No.: 21CV-01505**  
**Merced County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on December 28, 2022, at Pasadena, California.



Anna Okada