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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

JULIE MELENDEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

PRIMA MEDICAL FOUNDATION, a
California corporation; MARIN GENERAL
HOSPITAL, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIV-2100736

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Julie Melendez (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant Prima Medical Foundation (“Defendant”) (collectively with Plaintiff, the “Parties”).

The Settlement resolves all claims and controversies as between Plaintiff and Defendant, but not as between Plaintiff and co-defendant Marin General Hospital, which continue to be litigated in *Melendez v. Prima Medical Foundation*, No. CIV-2100736 (Marin County Superior Court) (the “Action”).

DEFINITIONS

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

1. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Claims, and all out-of-pocket costs incurred and to be incurred by Class Counsel in litigating the Claims, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of an order approving the Settlement. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Three Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$366,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Claims, up to Thirty-Five Thousand Dollars (\$35,000), as documented in Class Counsel’s declaration and subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

2. “Claims” means the class and PAGA claims alleged by Plaintiff Julie Melendez against Defendant Prima Medical Foundation in the Action. The class and PAGA claims alleged by Plaintiff against co-defendant Marin General Hospital in the Action are not settled and released by this

1 Settlement.

2 3. "Class Counsel" means Capstone Law APC.

3 4. "Class List" means a complete list of all Class Members that Defendant will diligently
4 and in good faith compile from its records and provide to the Settlement Administrator and Class
5 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List
6 will be formatted in Microsoft Office Excel and will include each Class Member's full name; last known
7 mailing address and telephone number; Social Security number; dates of employment; the respective
8 number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and
9 any other relevant information needed to calculate settlement payments.

10 5. "Class Member(s)" or "Settlement Class" means all individuals who are or previously
11 were employed by Defendant Prima Medical Foundation in California who were classified as hourly,
12 non-exempt employees during the period February 26, 2017 to the earlier of Preliminary Approval or
13 June 20, 2022.

14 6. "Class Period" means the period from February 26, 2017 to the earlier of Preliminary
15 Approval or June 20, 2022.

16 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
17 in recognition of her effort and work in prosecuting the Claims on behalf of Class Members, and for her
18 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
19 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
20 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).

21 8. "Court" means the Marin County Superior Court.

22 9. "Defendant" means Defendant Prima Medical Foundation.

23 10. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn
24 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to
25 the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final
26 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
27 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
28 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

11. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

12. “Gross Settlement Amount” means the Gross Settlement Amount of One Million One Hundred Thousand Dollars (\$1,100,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of the Claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

13. “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund.

14. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

15. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the final fairness hearing.

16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1 17. “PAGA Members” means all individuals who are or previously were employed by
2 Defendant Prima Medical Foundation in California who were classified as hourly, non-exempt
3 employees during the PAGA Period.

4 18. “PAGA Period” means the period from March 5, 2020 to June 20, 2022.

5 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
6 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
7 Plaintiff’s claim against Defendant under the Labor Code Private Attorneys General Act of 2004 (Cal.
8 Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Sixty
9 Thousand Dollars (\$60,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement.
10 Pursuant to PAGA, Seventy-Five Percent (75%), or Forty Five Thousand Dollars (\$45,000), of the
11 PAGA Settlement Amount will be paid to the California LWDA (“Labor and Workforce Development
12 Agency Payment”), and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000) (“PAGA
13 Fund”), of the PAGA Settlement will be disbursed to PAGA Members, regardless whether they request
14 to be excluded from the Settlement Class.

15 20. “Parties” means Plaintiff and Defendant collectively.

16 21. “Participating Class Members” means all Class Members who do not submit timely and
17 valid Requests for Exclusion.

18 22. “Plaintiff” means Plaintiff Julie Melendez.

19 23. “Preliminary Approval” means the date on which the Court enters an order granting
20 preliminary approval of the Settlement Agreement.

21 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
22 action, reasonably arising from, or related to, the same set of operative facts as those set forth in the
23 operative complaint against Defendant and Released Parties during the Class Period, including: (i) all
24 claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid
25 minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the
26 preceding claims; (v) all claims for the failure to timely pay wages during employment based on the
27 preceding claims; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all
28 claims for wage statement violations based on the preceding claims; and (viii) all claims asserted through

1 California Business & Professions Code §§ 17200, *et seq.*

2 25. “Released PAGA Claims” means all claims for civil penalties asserted through
3 California Labor Code §§ 2698, *et seq.* against Defendant, that reasonably arise out of or are related to
4 the Released Class Claims during the PAGA Period.

5 26. “Released Parties” means Defendant, its predecessors, successors, parent companies,
6 related entities, subsidiaries, affiliates, investors, management companies, franchisees, owners, attorneys,
7 vendors, assigns, and organizations controlled by, controlling, or under common control with Defendant,
8 and their directors, officers, trustees, employees, agents, insurers, and re-insurers, whether in their
9 individual or official capacities.. Specially excluded from the definition of “Released Parties” is co-
10 defendant Marin General Hospital, and its past or present officers, directors, shareholders, employees,
11 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and
12 its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

13 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
14 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) set forth the name,
15 address, telephone number and last four digits of the Social Security Number of the Class Member
16 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
17 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
18 and (v) be faxed or postmarked on or before the Response Deadline.

19 28. “Response Deadline” means the deadline by which Class Members must postmark or
20 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
21 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
22 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
23 the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
24 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
25 the U.S. Postal Service is open.

26 29. “Settlement Administration Costs” means the costs payable from the Gross Settlement
27 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
28 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross

1 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
2 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
3 any such costs in excess of the amount represented by the Settlement Administrator as being the
4 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
5 approximately Seven Hundred Twenty (720) Class Members, the Settlement Administration Costs are
6 currently estimated to be Twenty Thousand Dollars (\$20,000).

7 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
8 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
9 administering this Settlement. The Parties each represent that they do not have any financial interest in
10 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
11 could create a conflict of interest.

12 31. "Workweeks" means the number of days of employment for each Class Member during
13 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
14 the nearest whole number. All Class Members will be credited with at least one Workweek during the
15 Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA
16 Period.

17 TERMS OF AGREEMENT

18 The Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

19 32. Second Amended Complaint. As a condition of settlement, prior to filing her motion for
20 preliminary approval, Plaintiff will file a Second Amended Complaint ("SAC") to conform the pleadings
21 with the scope of the Released Class Claims and Released PAGA Claims. Defendant agrees to stipulate
22 to the filing of this SAC.

23 33. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
24 the Gross Settlement Amount of One Million One Hundred Thousand Dollars (\$1,100,000) into a
25 Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the
26 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will
27 be used for: (i) Individual Settlement Payments to Participating Class Members and PAGA Members;
28 (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative

Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs.

Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days after the Effective Date ("Funding Date").

34. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Three Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$366,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Claims (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty-Five Thousand Dollars (\$35,000), both of which will be paid from the Gross Settlement Amount. The Settlement of Class Counsel's Attorneys' Fees and Costs is specifically related to the settlement of the Claims, and in no way settles or resolves Class Counsel's separate entitlement to attorneys' fees and litigation costs related to the claims alleged by Plaintiff against co-defendant Marin General Hospital.

35. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Claims on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. The Settlement of Plaintiff's Class Representative Enhancement Payment is specifically related to the settlement of the Claims, and in no way settles or resolves Plaintiff's entitlement to a separate Class Representative Enhancement Payment (for a general release, and in recognition of her effort and work in prosecuting the claims on behalf of Class Members against co-defendant Marin General Hospital) if she should resolve her separate claims against co-defendant Marin General Hospital.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Twenty Thousand Dollars (\$20,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax

1 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
2 Notice Packets, creating and maintaining a website for the settlement, handling inquiries from Class
3 Members regarding the Class Notice, calculating and distributing the Gross Settlement Amount,
4 regularly updating counsel for the Parties on the status of the Settlement, providing necessary reports and
5 declarations, and other such tasks that the Parties mutually agree to or as ordered by the Court.

6 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
7 of Sixty Thousand Dollars (\$60,000) from the Gross Settlement Amount will be designated for
8 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty Five
9 Thousand Dollars (\$45,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
10 Fifteen Thousand Dollars (\$15,000), will be paid to PAGA Members in proportion to the number of
11 Workweeks worked during the PAGA Period.

12 38. No Right to Exclusion or Objections by Representative Action Members. Because this
13 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
14 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
15 PAGA Member has the right to exclude himself or herself from the release of the Released PAGA
16 Claims. The Parties also agree that no PAGA Member has the right to object to the terms of the
17 Settlement Agreement.

18 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
19 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

20 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
21 portion of the PAGA Fund will revert to or be retained by Defendant.

22 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
24 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
25 Individual Settlement Payments will be made as follows:

26 41(a) Payments from the Net Settlement Fund. To determine each Class
27 Member's estimated "Individual Settlement Payment" from the Net
28 Settlement Fund, the Settlement Administrator will use the following

1 formula: The Net Settlement Fund will be divided by the aggregate total
2 number of Workweeks, resulting in the “Workweek Value.” Each Class
3 Member’s “Individual Settlement Payment” will be calculated by
4 multiplying each individual Class Member’s total number of Workweeks by
5 the Workweek Value. The Individual Settlement Payment will be reduced
6 by any required deductions for each Participating Class Member as
7 specifically set forth herein, including employee-side tax withholdings or
8 deductions. The entire Net Settlement Fund will be disbursed to all Class
9 Members who do not submit timely and valid Requests for Exclusion. If
10 there are any valid and timely Requests for Exclusion, the Settlement
11 Administrator shall proportionately increase the Individual Settlement
12 Payment for each Participating Class Member according to the number of
13 Workweeks worked, so that the amount actually distributed to the
14 Settlement Class equals 100% of the Net Settlement Fund.

15 41(b) Payments from the PAGA Fund. To determine each PAGA Member’s
16 estimated “Individual Settlement Payment,” the Settlement Administrator
17 will use the following formula: The PAGA Fund will be divided by the
18 aggregate total number of Workweeks during the PAGA Period, resulting in
19 the “PAGA Workweek Value.” Each PAGA Member’s “Individual
20 Settlement Payment” will be calculated by multiplying each individual
21 PAGA Member’s total number of Workweeks during the PAGA Period by
22 the PAGA Workweek Value. The entire PAGA Fund will be disbursed to
23 all PAGA Members.

24 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
26 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
27 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
28 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

1 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
2 or amounts to which any Class Members may be entitled under any benefit plans.

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

6 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
7 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel. In no event
8 shall Plaintiff, Class Counsel, Defendant, or Defendant's Counsel be held liable for any errors or
9 omissions in the settlement administration process or distribution of settlement funds.

10 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
11 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
12 regular First-Class U.S. Mail, using the mailing addresses identified in the Class List.

13 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
14 Administrator will perform a search based on the National Change of Address Database for information
15 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
16 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
17 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
18 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
19 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
20 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
21 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
22 Notice Packet, whether by skip-trace or by request, will have until the Response Deadline to submit a
23 Request for Exclusion or an objection to the Settlement.

24 47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
25 will provide: (i) information regarding the nature of the Claims alleged in the Action; (ii) a summary of
26 the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total
27 number of Workweeks each respective Class Member and PAGA Member worked for Defendant
28 during the Class Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated

Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; (ix) the claims to be released; and (x) the date for the hearing on Plaintiff's motion for Final Approval.

48. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the Response Deadline to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

51. In the event that five percent (5%) or more of the Class Members submit a valid and timely Request for Exclusion, Defendant is entitled (but not required) to terminate the Settlement, which will result in litigating the Action as if no Settlement was ever reached and without prejudice to Defendant, Plaintiff, or the Class. Defendant's right to terminate the Settlement under this section must

1 be exercised in writing that is mailed to Class Counsel by overnight mail, within ten (10) calendar days
2 of being informed in writing, by the Settlement Administrator, that more than five percent (5%) of the
3 Class Members have submitted a valid and timely Request for Exclusion, in order to be validly
4 exercised. If Defendant exercises said right to terminate, then Defendant shall be responsible for
5 payment of all Settlement Administration Costs incurred by the Settlement Administrator up to the date
6 of termination.

7 52. Escalator. Defendant estimates that there are approximately 717 Class Members who
8 worked approximately 65,000 Workweeks during the Class Period. Should the number of Workweeks
9 in the Class Period increase by more than Ten Percent (10%), Defendant will increase the Gross
10 Settlement Amount by a proportionate additional amount for each additional Workweek above Ten
11 Percent (10%).

12 53. Administrator Declaration. Within ten (10) calendar days after the Response Deadline,
13 the Settlement Administrator will provide a declaration to Class Counsel and Defendant's Counsel
14 noting the number of Class Notices sent, the number of Class Notices returned as undeliverable (after the
15 follow-up required herein), and the number of Requests for Exclusion, Objections, and Workweek
16 disputes, and any other information as the Parties mutually agree or the Court orders the Settlement
17 Administrator to provide. This declaration will be filed with the Court by Class Counsel with all moving
18 papers for Final Approval. Prior to the due date for this report, the Settlement Administrator will
19 reasonably respond to requests from counsel for either of the Parties for a report on the current status of
20 administration of the Settlement.

21 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
22 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
23 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
24 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
25 Settlement.

26 55. Releases by Participating Class Members. Upon the Funding Date, and except as to such
27 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
28 together and individually, on their behalf and on behalf of their respective heirs, executors,

administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

56. Releases by PAGA Members. Subject to Court approval of the Settlement, Defendants shall be entitled to a release that bars the LWDA from asserting all Released PAGA Claims that occurred during the PAGA Period as to the PAGA Members.

57. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

58. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to State Controller's Office, Unclaimed Property Division.

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

62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES

1 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
2 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
3 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
4 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
5 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
7 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
8 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
11 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
12 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
15 AGREEMENT.

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

20 67. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
21 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
22 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
23 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
24 likewise be treated as void from the beginning.

25 68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
26 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
27 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
28 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The

1 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
2 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
3 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
4 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
5 all documents necessary to obtain preliminary approval.

6 69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
7 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
8 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
9 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
10 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor
11 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
12 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
13 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel
14 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final
15 approval hearing.

16 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
17 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
18 approval. After entry of the Judgment, the Court will have continuing jurisdiction to enforce this
19 Agreement and the Settlement pursuant to California Code of Civil Procedure section 664.6 and
20 California Rules of Court rule 3.769, *et seq.*, solely for purposes of addressing: (i) the interpretation and
21 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
22 Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.
23 Because litigation is ongoing as between Plaintiff and co-defendant Marin General Hospital, and may
24 continue even after entry of Judgment as to the Claims if no resolution is reached, the Parties agree that
25 the Judgment will be limited to Defendant, and not co-defendant Marin General Hospital. A copy of the
26 Judgment will be posted to the Settlement Administrator's website for this Settlement.

27 71. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
28 all Participating Class Members, Plaintiff expressly releases and forever discharges the Released Parties,

1 to the fullest extent permitted by law, of and from any and all claims and rights, known and unknown,
2 asserted and not asserted, which Plaintiff has or may have against the Released Parties, including without
3 limitation any claims that in any way relate to Plaintiff's employment relationships with any of the
4 Released Parties, the offers of such employment, the terminations of Plaintiff's employment, and
5 Plaintiff's treatment while employed by any of the Released Parties, to the maximum extent and duration
6 allowed by law, as of the date of execution of this Settlement Agreement. Notwithstanding the
7 foregoing, this waiver and release by Plaintiff does not extend to any rights which as a matter of law
8 cannot be waived and released by private agreement, including rights to sue to enforce this Agreement
9 and rights to vested benefits, unemployment benefits, disability benefits, social security benefits,
10 workers' compensation benefits, and claims outside the Class Period.

11 To the extent the foregoing release is a release to which Section 1542 of the California Civil
12 Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all
13 rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or
14 similar provisions of applicable law which are as follows:

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

21 72. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
22 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

24 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
27 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
28 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and

1 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
2 contradict the terms of this Settlement Agreement.

3 74. Amendment or Modification. No amendment, change, or modification to this Settlement
4 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

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

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

16 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
17 will be governed by and interpreted according to the laws of the State of California.

18 78. Execution and Counterparts. This Settlement Agreement is subject only to the execution
19 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
21 copies of the signature page, will be deemed to be one and the same instrument.

22 79. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Settlement Agreement is a fair, adequate and reasonable settlement of the Claims and have arrived at this
24 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
25 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
26 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
27 fairness and reasonableness of this Settlement.

28 80. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
2 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
3 valid and enforceable.

4 81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
5 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
6 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
7 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

8 82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
9 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
10 approved, the stipulation to certification will be void. The Parties further agree that certification for
11 purposes of the Settlement is not an admission that class action certification is proper under the standards
12 applied to contested certification motions and that this Settlement Agreement will not be admissible in
13 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
14 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

28 84. No Public Comment: The Parties and their counsel agree that they will not issue any

1 press releases, initiate any contact with the press, respond to any press inquiry, or have any
2 communication with the press about the fact, amount or terms of the Settlement.

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

6 86. Enforcement Actions. In the event that one or more of the Parties institutes any legal
7 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
8 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
9 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
10 expert witness fees incurred in connection with any enforcement actions.

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

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

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

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

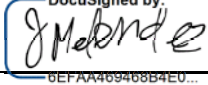
25 91. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
28 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that

otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/27/2022

DocuSigned by:

8EFA48BD000F42EB9A2BDC33A4ADA7BE...
Julie Melendez

DEFENDANT

Dated: July 20, 2022

DocuSigned by:

803C66AD47AC4A1...
Eric Brettner, on behalf of
Prima Medical Foundation

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 6/27/2022

By: 
Raul Perez
Attorneys for Plaintiff Julie Melendez

GORDON REES SCULLY MANSUKHANI

Dated: July 20, 2022

By: 
Mark S. Posard
Nicholas A. Deming
Attorneys for Defendant Prima Medical Foundation

Exhibit A

Melendez v. Prima Medical Foundation, No. CIV-2100736
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF MARIN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All individuals who are or previously were employed by Defendant Prima Medical Foundation (“Defendant”) in California who were classified as hourly, non-exempt employees during the period February 26, 2017 to June 20, 2022 (“Class Members”).

All individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the period March 5, 2020 to June 20, 2022 (“PAGA Members”).

On _____, the Honorable Andrew E. Sweet of the Marin County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 _m. on _____, 2023 in Department E of the Marin County Superior Court located at 3501 Civic Center Drive, San Rafael, California 94903.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Julie Melendez, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) reimburse employees for necessary business expenses; (4) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 15, 2022, the parties participated in a mediation with Louis Marlin, Esq., an experienced and well-respected class action mediator. With Marlin’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims against Defendant.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting guilt, wrongdoing, or liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,100,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Plaintiff Julie Melendez for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$366,667 in attorneys' fees and up to \$35,000 in litigation costs and expenses to Class Counsel; (4) a \$60,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$45,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$15,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$ [redacted] will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$15,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member from February 26, 2017 to June 20, 2022 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [redacted] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [redacted].

Payments from PAGA Fund. The Settlement Administrator will calculate the total number of Workweeks worked by each PAGA Member from March 5, 2020 to June 20, 2022 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Workweeks during the PAGA Period by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [redacted] Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [redacted].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [redacted]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint against Defendant and Released Parties during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all claims for wage statement violations based on the preceding claims; and (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Released PAGA Claims: All claims for civil penalties asserted through California Labor Code §§ 2698, *et seq.* against Defendant, that reasonably arise out of or are related to the Released Class Claims during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

- If you are a PAGA Member, you will, however, release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than _____ 2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Marin and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator.

Attorneys for Plaintiff/Settlement Class Members:	Attorneys for Defendant:
Raul Perez Capstone Law APC 1875 Century Park E., Suite 1000 Los Angeles, CA 90067 Phone: 1 (888) 845-1273	GORDON REES SCULLY MANSUKHANI Mark S. Posard, Esq. Nicholas Deming, Esq. 275 Battery Street, Suite 2000 Telephone: (415) 986-5900

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******