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8 DANYELL SANDERS

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ALAMEDA

11 TONYA HALFHILL, individually and on behalf
12 of other individuals similarly situated,

13 Plaintiff,

14 v.

15 KAISER FOUNDATION HOSPITALS., a
California Nonprofit Corporation; a California
16 corporation; and DOES 1 through 100, inclusive,

17 Defendants.
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CASE NO. RG21096610

*Assigned for All Purposes to the Honorable
Noël Wise, Dept. 21*

**DECLARATION OF SHAUN SETAREH
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AWARD
OF SETTLEMENT ADMINISTRATION
COSTS AND APPLICATION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS AND CLASS REPRESENTATIVE
PAYMENT**

Date: September 24, 2024

Time: 1:30 p.m.

Place: Department 21

Reservation No.: 956334734935

Action Filed: April 20, 2021

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1 wage-and-hour laws). Due to the significance and importance of this seminal victory before the
2 California Supreme Court, I received the California Lawyer of the Year or “CLAY” award from
3 the Daily Journal for my work on the case.

4 b. *Allen v. Labor Ready Southwest, Inc.* (Cal.App. 2 Dist., 2013) 2013 WL 1910293
5 (reversing an Order from the Superior Court of Los Angeles County compelling Plaintiff’s
6 claims to arbitration, finding that defendant waived the right to compel arbitration by litigating
7 the merits of Plaintiff’s arbitrable federal and state claims).

8 c. *LaCour vs. Marshalls of CA, LLC et al.*, 94 Cal. App. 5th 1172, 313 Cal. Rptr.
9 3d 77 (2023) (Court of Appeal reversed the trial court’s order granting Defendants’ Motion for
10 Judgment on the Pleadings in a representative PAGA action).

11 *Ninth Circuit Decisions*

12 d. *Troester v. Starbucks Corp.*, 738 Fed. Appx. 562 (9th Cir. 2018) (Ninth Circuit
13 opinion following the California Supreme Court answering the Ninth Circuit’s certified
14 question).

15 e. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019)
16 (vacated district court’s summary judgment in favor of Defendants and remanded for further
17 proceedings, holding that Defendants’ Fair Credit Reporting Act disclosure form lacked sufficient
18 clarity in a published opinion).

19 f. *Ortiz v. Randstad Inhouse Services, LLC et al.*, 2024 WL 1070823 (9th Cir.
20 2024) (Ninth Circuit held that warehouse workers are covered by the Federal Arbitration Act’s
21 transportation worker exception and affirmed the District Court’s order denying Defendants’
22 Motion to Compel Arbitration in a wage and hour class action).

23 g. *Rodriguez v. U.S. Healthworks*, 813 Fed.Appx. 315 (9th Cir. 2020) (reversed
24 district court’s summary judgement in favor of Defendants with instructions to remand the action
25 to state court).

26 h. *Harris v. KM Industrial, Inc.*, 980 F.3d 694 (9th Cir. November 13, 2020)
27 (affirmed the district court’s granting of Plaintiff’s motion to remand, holding in a published
28 opinion that Defendants had failed to establish by a preponderance of the evidence that the

1 amount in controversy exceeded \$5 million as required under the Class Action Fairness Act for
2 removal).

3 i. *Parsittie v. Schneider Logistics, Inc. et al.*, Case No. 20-55470 (9th Cir. June 9,
4 2021) (reversed the district court's dismissal of Plaintiff's meal and rest break claims, holding
5 that Plaintiff's security check allegations were sufficient to state a claim for break-time violations
6 and remanding for further proceedings).

7 j. *Ahlstrom v. DHI Mortg. Co., Ltd., L.P.*, 21 F.4th 631 (9th Cir. December 29,
8 2021) (reversed the district court's ruling compelling claims to arbitration, holding that parties
9 cannot delegate issues of formation of an arbitration agreement to the arbitrator for
10 determination).

11 k. *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. June 2, 2015) (affirming the district
12 court's Order denying objector's motion to intervene and remanding to the district court where
13 settlement was granted final approval. Final approval was upheld on a subsequent appeal in the
14 9th Cir. [see *Bedolla v. Allen*, 736 Fed.Appx. 614 (9th Cir. May 18, 2018)]).

15 **Class Counsel Appointments.** The following is a sampling of class actions in which the Setareh
16 Law Group and I have been appointed as class counsel:

17 ***Federal Cases***

18 l. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California,
19 Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for
20 meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage
21 deductions).

22 m. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case
23 No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated
24 security checks for warehouse workers).

25 n. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of
26 California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account
27 managers in case involving, among other things, alleged overtime miscalculations and meal and
28 rest period violations).

1 o. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California,
2 Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service
3 representatives and balers for alleged off-the-clock work and meal and rest period violations).

4 p. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of
5 California, Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to
6 provide meal periods to employees who worked as drivers delivering goods to 7-11 stores
7 throughout California and failure to pay final wages in a timely manner to terminated
8 employees).

9 q. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-
10 CV-1590 (granted final approval in a case involving claims for failure to provide meal periods to
11 part time employees engaged in sort operations and failure to pay final wages in a timely manner
12 to terminated employees).

13 r. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California,
14 Case No. 17-cv-01281-DOC (granting class certification in a highly contested Action against
15 Wal-Mart for a class of almost 5,000,000 in a Fair Credit Reporting Act action).

16 s. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of
17 California, Case No. 16-cv-01854-RS (granting class certification in a highly contested Action
18 against Home Depot in connection with uncompensated off-the-clock work occurring at the start
19 of all employee shifts and at the end of closing shifts).

20 t. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central
21 District of California Case No. 09-CV-8061 (granted final approval in a case involving, among
22 other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to
23 pay overtime wages based on employee misclassification).

24 u. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-
25 04872-EDL (granted class certification through contested motion in case on behalf of
26 manufacturing facility employees subject to auto-deduction of meal breaks).

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State Cases

v. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted final approval of class action settlement).

w. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted class certification through contested motion in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted preliminary approval of proposed class action settlement).

6. As the above shows, the Setareh Law Group and I have substantial experience in wage-and-hour class action litigation, including actions alleging failure to provide meal and/or rest periods, failure to pay wages, failure to provide accurate wage statements, failure to provide timely final wage payments, and other related claims. We are knowledgeable about the applicable law and have worked diligently to investigate and identify the potential claims in this action. I will continue to commit my firm’s resources to further the interests of the Class. Setareh Law Group and I have no known conflicts of interest with Plaintiff or with absent Class Members.

7. My firm has been actively involved in the litigation of the *Sanders v. Kaiser Foundation Hospitals* (San Francisco Co. Sup. Ct. Case No. CGC-21-595263) litigation at all points since the pre-filing investigation of Plaintiff Sanders’ claims and the filing of her initial Complaint. This involvement has included, but has not been limited to: extensive conversations with Plaintiff Sanders; actively participating in all aspects of the action with respect to the preparation of the complaint, amended complaint, the discovery processes, fully briefing motions to compel regarding Defendant’s discovery responses, the mediation and settlement negotiation processes (including the preparation of a detailed mediation brief, the informal exchange of time and pay records and review of the same; the exchange of written policies and agreements governing the Class throughout the Class Period; and other documents relevant to the litigation; an analysis of the produced data with respect to potential damages and penalties in preparation for mediation; attending the full day mediation session and negotiating the final Settlement); numerous intra-office discussions with my colleagues as well as communications with

1 defense counsel; development of liability exposure models; preparation of the motion for preliminary
2 approval of class action settlement; preparation of the supplemental briefing in support of the motion for
3 preliminary approval; and preparation of the motion for final approval of class action settlement. As a
4 result of this extensive involvement, and my extensive experience in employment class action litigations,
5 the Settlement in this case reflects a fair, adequate, and reasonable compromise of disputed Wage and
6 Hour claims in view of Defendants' potential liability exposure as compared against the risks of
7 continued litigation.

8 8. I am the owner and managing attorney of Setareh Law Group. All strategic decisions
9 regarding the selection of clients to represent and the major strategic decisions for each client fall to me
10 to make or approve. I bear all of the risk associated with the operation of a law firm. As a result, my
11 scope of responsibility is substantially greater than an attorney of equal years of experience who does not
12 bear these additional obligations.

13 ***The Lawsuits and Allegations***

14 9. This settlement is the culmination of three wage and hour lawsuits brought against
15 Kaiser. *Halfhill v. Kaiser Foundation Hospitals* (Alameda Co. Sup. Ct. Case No. RG21096610, filed
16 April 20, 2021), *Sanders v. Kaiser Foundation Hospitals* (San Francisco Co. Sup. Ct. Case No.
17 CGC-21-595263, filed September 16, 2021), and *Moreno and Drennan v. Kaiser Foundation*
18 *Hospitals* (San Diego Sup. Ct. Case No. 37-2021-00042468, filed October 5, 2021).

19 10. Around March 22, 2024, counsel filed an amended complaint so that all of the
20 allegations are included in one complaint, alleging causes of action for: 1) Failure to Pay All Wages;
21 2) Failure to Pay Overtime Compensation; 3) Missed Meal Breaks; 4) Missed Rest Breaks; 5)
22 Failure to Indemnify; 6) Failure to Furnish an Accurate, Itemized Wage Statement upon Payment of
23 Wages in Violation of California Labor Code § 226; 7) Failure to Timely Pay All Final Wages (Lab.
24 Code §§ 201, 202 and 203); 8) Violations of California Business & Professions Code §§ 17200, et
25 seq.; 9) PAGA and 10) Violations of the Fair Labor Standards Act.

26 ***Plaintiff Halfill***

27 11. *Halfhill v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.
28 RG21096610, was brought on behalf of all current or former nurses beginning from April 20, 2017.

12. Plaintiff Halfhill was employed as a nurse at a Kaiser hospital in Riverside County, California.

13. Halfhill alleged that she was required to work off-the-clock during meetings and “handoffs” at the end of her shift where she would communicate with the nurse taking over from her about the patients and their needs.

14. Halfhill alleged Kaiser also had a policy of not allowing nurses to work overtime unless their need to do was certified by the lead nurse. The result of this is that nurses are not paid for work in excess of eight hours in a day.

15. Halfhill alleged Kaiser also does not provide for a relief nurse to step in when a nurse must assist a patient during a meal or rest break. As a result, Halfhill sometimes did not receive her meal and rest breaks.

Plaintiff Sanders

16. *Sanders v. Kaiser Foundation Hospitals et al*, San Francisco Superior Court Case No. CGC 21-595263, was brought on a class of all Kaiser non-exempt employees in California beginning from September 16, 2017. Plaintiff Sanders worked as a clerk at the Kaiser medical center in Woodland Hills California from approximately August 3, 2020, through October 29, 2020.

17. Plaintiff Sanders alleged that she sometimes worked off-the-clock due to Covid 19 checks at the start of shifts and donning and doffing protective equipment.

18. Plaintiff Sanders alleged she sometimes did not receive timely uninterrupted meal and rest breaks and because of the Covid 19 screening was unable to leave the hospital during her breaks.

19. Plaintiff Sanders alleged that when Kaiser would pay overtime pay as well as meal and rest period premiums, it underpaid by not factoring in bonuses and non-discretionary compensation into the regular rate of pay.

20. Plaintiff Sanders further alleged that Kaiser did not reimburse for cell phone usage, drug tests, personal protective equipment and maintaining her own uniform of cleaning scrubs.

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Plaintiffs Moreno and Drennan

21. *Moreno and Drennan v. Kaiser Foundation Hospitals*, San Diego Superior Court Case No. 37-2021-00042486, was brought on behalf of a class of current and former hourly registered nurses beginning from October 5, 2017.

22. Plaintiffs Mario Moreno and Susie Drennan worked as nurses at Kaiser's Zion Medical Center in San Diego, California. They alleged Kaiser pressured them to work off-the-clock without compensation, during meal and rest breaks and at the end of shifts. For example, medical charting and other paperwork was sometimes done off-the-clock without compensation.

23. Plaintiffs Moreno and Drennan also alleged Kaiser also failed to pay them overtime and meal and rest period premiums at the regular rate of pay. They allege Kaiser paid shift differentials and bonus pay but did not factor this into the rate used to pay overtime and meal and rest premiums.

24. Plaintiffs Moreno and Drennan also alleged Kaiser required them to use their personal cellphones for business purposes without reimbursement.

25. Kaiser also allegedly improperly deducted alleged overpayments from Moreno and Drennan's paychecks.

Defendant's Defenses

26. Defendant Kaiser states a number of arguments against class certification for purposes other than settlement and states that Plaintiffs' allegations have no merit. A summary of some of Defendant's defenses are below:

Defendant alleges that Plaintiffs were union represented and covered by collective bargaining agreements ("CBAs") that are very employee-protective and exceed the requirements of California law in many respects.

Defendant alleges that it complies with the law regarding meal and rest breaks, that their written policies are compliant, and that meal and rest break premiums were paid as needed. Kaiser allows 15 minute paid rest breaks rather than 10 minute rest breaks. Kaiser has many different departments where managers take a variety of approaches to provide breaks. Additionally, many Kaiser employees have meal period waivers. Defendant represents that individualized inquiries

1 would predominate any common questions, in part due to a large variety of job locations and
2 positions. While *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021) holds that the employer has a
3 burden to show that a compliant meal period was provided when the records do not reflect a
4 compliant meal period, employees must be permitted to present facts to rebut that presumption.
5 Kaiser alleges that here, such rebuttal necessarily would require Kaiser to present individualized
6 testimony and other evidence from tens of thousands of class members regarding whether each
7 facially non-compliant meal period actually was not complaint (or whether the meal period was
8 taken later, was shortened, or was skipped entirely due to the employee's own voluntary choice).

9 Defendant denies that Plaintiffs' regular rate claims have merit, arguing that Plaintiffs are
10 covered by a CBA that meets the requirements of Labor Code Section 514 overtime exemption.
11 Defendant further alleges that it pays meal and rest period premiums at the regular rate of pay,
12 including differentials and other forms of non-discretionary compensation.

13 Defendant contends that all huddles, patient hand-offs and donning/doffing occurred while
14 employees were clocked in.

15 Defendant states that the time spent on Covid 19 screenings is negligible, as screenings often
16 only required employees to walk through a thermal scanner without having to stop for a manual
17 temperature scan, while at other locations a temperature was manually taken, which only took a few
18 seconds. Defendant further argued that in the healthcare context, the FLSA standard of "hours
19 worked" applies. Kaiser employees are covered by Wage Order 5-2001, which contains a special
20 definition of "hours worked" for employees in the healthcare industry. Defendant also states that any
21 off-the-clock claims for Covid 19 screenings are barred by the Public Readiness and Emergency
22 Preparedness Act ("PREP Act").

23 Defendant states that Plaintiffs were not required to use personal phones for work and that
24 Kaiser provides a phone or cell phone reimbursement when employees need to use phones for work.
25 Kaiser states that it pays for drug testing and personal protective equipment.

26 ***Extensive Discovery and Mediation***

27 27. Plaintiffs and Defendant engaged extensively in formal and informal discovery prior to
28 resolving the Action. Plaintiff Sanders propounded Requests for Production of Documents and both

1 Special and Form Interrogatories upon Defendant as to its policies, procedures, and practices with respect
2 to the alleged wage and hour claims during the Class Period, as to the identification of and time and
3 payroll records for the putative class members, and as to Plaintiff Sanders, to which Defendant
4 responded. On May 13, 2022, Plaintiff Sanders filed motions to compel regarding Defendant's
5 Special Interrogatory and Request for Production of Document discovery responses. These motions
6 were fully briefed and denied without prejudice on July 25, 2022, with the Court instructing the
7 parties to confer on a Belaire-West procedure.

8 28. In addition to this exchange of formal discovery, the Parties agreed to attend mediation to
9 attempt to resolve the action entirely and further agreed to engage in informal discovery in advance and
10 in preparation thereof. This included, but was not limited to, the informal exchange of time and pay
11 records and review of the same; the exchange of written policies and agreements governing the Class
12 throughout the Class Period; and other documents relevant to the litigation.

13 29. Defendant produced a sampling of 1,000 randomly selected employees' payroll and
14 timekeeping records and copies of its relevant company written policies. Plaintiffs hired an expert to
15 analyze the produced data with respect to potential damages and penalties in preparation for mediation.
16 From the data and other documents obtained from Defendant pertaining to the Class and Defendant's
17 policies, Plaintiffs' expert was able to analyze the data sampling, and Plaintiffs were then able to
18 thoroughly assess the merits of each claim.

19 30. The Parties agreed to mediate Plaintiffs' alleged wage and hour and PAGA claims
20 and selected David Rotman to serve as mediator. With the aid of Mr. Rotman, the parties reached an
21 agreement to settle all claims on a class-wide basis. Each of the Parties, represented by its respective
22 counsel, recognized the risk of an adverse result in the Action. The parties agreed to settle the Action and
23 resolve all claims alleged against Defendant.

24 31. All Parties, represented by their respective counsel, recognized the substantial risk of an
25 adverse result in the Action. The parties reached agreement on a class-wide settlement after good-faith
26 and arms-length negotiations. The Parties agreed to avoid further litigation by settling and resolving all
27 claims alleged against Defendants. Counsel believe the proposed settlement is fair, reasonable, and
28 adequate in light of the complexities of the case, the uncertainties of further litigation, and that it

1 represents a fair and reasonable recovery for the Settlement Class. The Parties have not engaged in any
2 collusion or improper negotiations. The Parties do not have any agreements regarding the proposed
3 Settlement that are not reflected in the Settlement. I believe that the Settlement is in the best interest of
4 the class members based on this firm's investigation and discovery, my detailed understanding of the
5 issues raised, and the outcome of extensive settlement negotiations facilitated by an experienced and
6 knowledgeable mediator. Class Counsel balanced the Settlement against the probable outcome of class
7 certification, liability, the range of recovery at trial, the risks of losing class certification, losing at trial, or
8 not recovering as much as provided by the proposed Settlement (including recovering nothing from
9 Defendant even if they were found liable), as well as the difficulties and complexity of the litigation, the
10 lengthy process of litigating to judgment, and the various possible delays and appeals.

11 32. At the time of mediation, Defendant provided certain data points that included payroll
12 data for the putative class during the relevant class period. This enabled Plaintiffs' damages expert to
13 review the data and to prepare a comprehensive damage analysis for the purposes of mediation.

14 33. The Motion for Preliminary Approval of Class Action Settlement was filed on January
15 10, 2024.

16 34. On April 3, 2024, Plaintiffs filed supplemental briefing in support of the motion for
17 preliminary approval, including the amended settlement agreement. The Amended Settlement Agreement
18 is attached hereto as Exhibit A.

19 35. On April 16, 2024, the Court granted preliminary approval of the Settlement and directed
20 that notice be sent to the class.

21 ***Risks of Continued Litigation***

22 36. If claims were certified for class treatment, Plaintiffs must prevail at a trial on the merits.
23 In addition to having to prove that Plaintiffs and other workers were not paid for all hours worked, Plaintiffs
24 must establish willfulness with respect to their waiting time penalties claim under Labor Code Section 203
25 as well as a knowing and intentional violation under Labor Code Section 226 for wage statement penalties.

26 37. Defendant believes an award against it is unlikely because Plaintiffs and settlement class:
27 (1) have been paid for all time worked; (2) received adequate meal periods; (3) received adequate
28 rest periods; (4) were reimbursed for any business expenses; (5) received accurate itemized wage

1 statements; and (6) timely received all wages owed upon termination. Defendant also denies owing
2 Plaintiff and/or the Settlement Class any additional wages, damages, penalties or any other remedies.
3 Additionally, Defendant further contends it is highly unlikely that a class would be certified by the
4 Court given the number of individual issues.

5 38. With respect to the claims asserted on behalf of the Settlement Class in this case, there are
6 significant risks that support the reduced compromise amount. These risks include, but are not limited to,
7 the following:

8 (i) The risk that Plaintiffs would be unable to establish liability for allegedly unpaid straight
9 time and overtime wages. *See Duran v. U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1, 39 & fn. 33
10 (“*Duran*”), citing *Dilts v. Penske Logistics, LLC* (S.D. Cal. 2014) 2014 WL 205039 (dismissing certified
11 off-the-clock claims based on proof at trial).

12 (ii) The risk that Plaintiffs would not be able to prove liability for alleged failure to provide
13 compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant
14 meal periods and rest breaks would require an individualized inquiry that would prevent these issues
15 from being resolved on a class and/or collective basis. For example, Plaintiffs alleged that Defendant
16 required employees to perform work off-the-clock during meal and rest breaks, and that covid 19
17 screenings interrupted breaks. Defendant alleges that many employees took their meal periods and rest
18 breaks and that in order to prove whether each employee took their meal periods and/or rest breaks
19 would require an individualized inquiry that would prevent this issue from being resolved on a class
20 and/or collective basis.

21 (iii) The risk that a Court would find that employees are covered by CBAs that meet the
22 requirements of Labor Code Section 514 overtime exemption and that Defendant pays meal and rest
23 period premiums at the regular rate of pay, including differentials and other forms of non-
24 discretionary compensation.

25 (iv) The risk that Defendant’s challenged employment policies might not ultimately support
26 class certification or a class-wide liability finding, *see, Duran*, 59 Cal.4th at 14 & fn. 28 (citing Court of
27 Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability
28 of proposition). Defendant contends, for example, that it did not have a purported policy of not paying

1 required compensation, but rather a policy of paying compensation and of requiring employees to report
2 any unpaid compensable time, and that any failures to report by employees cannot be legally charged to
3 Defendant and, in any event, involve such highly individualized circumstances as to prevent class and
4 collective certification should this case be litigated. *See, e.g., Morillion v. Royal Packing Co.* (2000) 22
5 Cal.4th 575, 585 (employer not required to pay employees for time spent performing work of which the
6 employer had no knowledge).

7 (v) For the same reasons, liability, damages recovery, and certification risks are heightened
8 given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendant's policies and
9 practices could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2)
10 the risk that individual differences between settlement Class Members could be construed as pertaining
11 to liability, and not solely to damages, *see, Duran*, 59 Cal.4th at 19; and (3) the risk that class or
12 collective treatment could be deemed improper as to one or more claims except for settlement purposes.

13 (vi) The risk that any civil penalties award under PAGA could be reduced by the Court in its
14 discretion, which would materially impact the recovery by the Class. *See* Labor Code section 2699(e)(1).

15 (vii) The risk that lengthy appellate litigation could ensue as to both liability and certification
16 issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as
17 opposed to unpredictable litigation.

18 (viii) Although the PAGA penalties calculated by Plaintiffs amounts to an extravagant amount,
19 that amount is not likely to bear fruit in this case. Most significantly, the ultimate decision as to the
20 amount of penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states: "In any
21 action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or
22 (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
23 based on the facts and circumstances of the particular case, to do otherwise would result in an award that
24 is unjust, arbitrary and oppressive, or confiscatory." Subdivision (a) states, "Notwithstanding any other
25 provision of law, any provision of this code that provides for a civil penalty to be assessed and collected
26 by the Labor and Workforce Development Agency or any of its departments, divisions, commissions,
27 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
28 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or

1 former employees pursuant to the procedures specified in Section 2699.3.” Subdivision (f) specifies the
2 penalties in instances where the underlying statute does not specify any civil penalty. In other words,
3 where the facts and circumstances of the particular case demonstrate that an unreduced award would be
4 “unjust, arbitrary and oppressive, or confiscatory,” the court (or arbitrator) may reduce the award so as to
5 ameliorate any such finding.

6 (ix) The risk that the Court would find that huddles, patient hand-offs and donning/doffing
7 occurred while employees were clocked in. This is further compounded by the individualized inquiry
8 that could be necessary to make this determination for each employee based on his or her particular
9 circumstances, including but not limited to co-workers, employees, site, and working conditions.

10 (x) The risk that the Court would find that the Covid 19 screening claim is not certifiable as
11 Defendant claims it’s screenings often only required employees to walk through a thermal scanner, while
12 at other locations a temperature was manually taken, which only took a few seconds. There is also a risk
13 that the Court would find that here the FLSA standard of “hours worked” applies. Defendant alleges that
14 Kaiser employees are covered by Wage Order 5-2001, which contains a special definition of “hours
15 worked” for employees in the healthcare industry. There is also a risk that any off-the-clock Covid 19
16 screening claim is barred by the Public Readiness and Emergency Preparedness Act (“PREP Act”).

17 (xii) The risk that the Court would find that Defendant’s reimbursement policies were
18 compliant.

19 (xiii) Plaintiffs and the Classes had to contend with the risk of lengthy appeals if the litigation
20 continued.

21 In these respects, Defendant strongly denies any liability and the propriety of class certification
22 for any reason other than settlement. Continued litigation of this lawsuit presented Plaintiffs and
23 Defendant with substantial legal risks that were (and continue to be) very difficult to assess.

24 In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and
25 reasonable recovery for the Class Members. The Settlement amount is, of course, a compromise figure.
26 By necessity, it took into account risks related to liability, damages, class action certification, and all the
27 defenses asserted by Defendant as to all such matters.

28 39. Each of these factors bore heavily on the negotiations leading to the Settlement. In view

1 of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount for these
2 claims and warrants final approval. Indeed, while the risks listed herein are far from exhaustive, they
3 show that the Settlement is fair, adequate, and reasonable in view of them.

4 ***Reasonableness of Requested Fees and Costs***

5 40. Attached hereto as **Exhibit B** is a spreadsheet setting forth the costs of \$53,514.36
6 already incurred by Setareh Law Group in this litigation, including filing fees and mediation fees. The
7 vast majority of the costs incurred by Setareh Law Group was the \$45,266 incurred for the damages
8 expert David Breshears at Hemming Morse.

9 41. Plaintiffs' request for litigation costs of \$71,663.88 is fair and reasonable and, less than
10 the \$150,000 amount allowed under the Settlement Agreement.

11 42. Class Counsel requests attorneys' fees of \$3,333,333 (1/3 of the Gross Fund Value) as
12 provided under the Settlement Agreement. In view of Class Counsel's efforts and risks in pursuing this
13 case, and the expenses incurred in vigorously litigating these claims, these amounts are well within the
14 range of reasonableness and thus warrant final approval. Indeed, as Class Counsel in numerous class
15 actions, I have routinely been awarded fees amounting to approximately one-third of the settlement fund.
16 These cases include, but are not limited to: *O'Brien v. Optima Network Services, Inc.*, San Bernardino
17 County Superior Court, Case No. CIVRS1107056 (one-third of fund); *Noyd v. The Cristcat Group, et*
18 *al.*, Los Angeles County Superior Court, Case No. BC439558 (one-third of fund); *Perez v. Southwest*
19 *Dealer Services, Inc.*, Los Angeles County Superior Court, Case No. BC439253 (one-third of fund);
20 *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court, Case No. CIV1002553 (one-third
21 of fund); *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-2010-00093743-CU-OE-
22 CTL (one-third of fund); *Butler v. Lexxiom, Inc.*, San Bernardino County Superior Court, Case No.
23 CIVRS1001579 (one-third of fund); *Huynh v. Carefusion Resources, LLC, et al*, San Diego County
24 Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of fund); *Stucker v. L'Oreal USA*
25 *S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080 (one-third of fund); *Sandoval v.*
26 *Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No. BC431249 (one-third of fund);
27 *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case No. BC483920 (one-third of
28 fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case No. 519070 (one-third of fund);

1 *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204 (one-third of fund).

2 43. Class Counsel have done extensive work in connection with this case, including but not
3 limited to: conducting the initial investigation of the case and developing the facts and theories regarding
4 wage and hour claims, filing of the complaints, conducting formal and informal discovery, reviewing
5 documents obtained in discovery, filing and briefing motions to compel discovery responses, filing
6 amended complaints, conducting a review of the record and preparing a thorough mediation brief and
7 damages analysis in preparation for mediation, preparing for and attending mediation, attending hearings,
8 engaging in contentious arm's-length negotiation at the mediation, and working with Defendant to
9 prepare the Settlement Agreement, related forms, supplemental briefing and approval motions.

10 44. Setareh Law Group prosecuted this matter on a contingent basis meaning that if the case
11 was unsuccessful, the firm would have received no compensation or reimbursement of costs. The time
12 spent on the litigation took a considerable amount of time and effort that could have been spent on other
13 fee-generating work.

14 45. I have reviewed the work performed on the case by Setareh Law Group and the billing
15 entered by the attorneys working on this case at my firm. The table below includes a summary of the
16 532.85 attorney hours worked by Setareh Law Group, which result in a lodestar of \$480,534 for Setareh
17 Law Group. A multiplier range of 1 to 4 is commonly found to be appropriate in complex class action
18 cases. *See, e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6. I have routinely
19 been awarded fees within this range in similar complex class actions including, but not limited to:
20 *Valadez v. Stater Bros. Markets*, San Bernardino Superior Court, Case No. CIVDS1701283 (3.07
21 multiplier); *Emetoh v. FedEx Freight, Inc.*, Northern District of California, Case No. 17-cv-7272-YGR
22 (2.79 multiplier); *Johnson v. Greenpeace, Inc.*, Los Angeles Superior Court, Case No. BC700130 (2.46
23 multiplier); *Rosales v. Loomis Armored US, LLC*, Santa Clara Superior Court, Case No. 18CV326826
24 (2.38 multiplier); *Arroyo v. J.R. Simplot Company*, Santa Clara Superior Court, Case No. 18CV335800
25 (2.37 multiplier). Courts applying a discretionary lodestar crosscheck commonly approve fees reflecting
26 significant multipliers ranging up to 9 and, in appropriate cases, considerably higher. *See, e.g., Steiner v.*
27 *Am. Broadcasting Co.*, 248 Fed. App'x 780, 783 (9th Cir. 2007) (cross-check multiplier of 6.85 was
28 "well within the range of multipliers the courts have allowed"); *Vizcaino*, 290 F.3d at 1051 (cross-check

multiplier of 3.65 in the face of an approximate \$97 million dollar fund); *Id.* at 1052 (collecting large-fund cases with cross-check multipliers from 0.6-19.6); *In re Wells Fargo & Co. Shareholder Deriv. Litig.*, __ Fed. App'x __, 2021 WL 1511501 (9th Cir. Apr. 16, 2021) (affirming 22% fee from \$240 million settlement fund, for 3.8 multiplier); NCAA, 2017 WL 6040065, at *9 (collecting cases with multipliers of 3.41-9.3); *Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (approving cross-check multiplier of 5.2; collecting cases with multipliers from 4.5 to 19.6); *In re Rite Aid Corp. Sec. Litig.*, 362 F.Supp.2d 587, 589-90 (E.D Pa. 2005) (awarding 25% fee from \$126 million settlement fund for 6.96 multiplier); *Xcel Energy*, 364 F.Supp.2d at 999 (approving \$20 million fee with 4.7 multiplier); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, 2005 WL 1213926, at *18 (E.D. Pa. May 19, 2005) (awarding 20% of \$100 million settlement fund, for 15.6 multiplier); *Asare v. Change Grp. New York, Inc.*, No. 12 Civ. 3371 (CM), 2013 WL 6144764, at *19 (S.D.N.Y. Nov. 18, 2013) (McMahon, C.J.) (“Typically, courts use multipliers of 2 to 6 times the lodestar.”); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-82 (S.D.N.Y. 2013) (“Courts regularly award lodestar multipliers of up to eight times the lodestar, and in some cases, even higher multipliers.”); *Credit Default Swaps*, 2016 WL 2731524, at *17 (approving fees constituting a “multiple of just over 6” times the lodestar with \$1.9 billion settlement fund); *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 991 F. Supp. 2d 437, 448 (E.D.N.Y. 2014) (multiplier of 3.41 with \$5.7 billion fund); *In re NASDAQ Mkt.-Makers Antitrust Litig.*, 187 F.R.D. 465, 489 (S.D.N.Y. 1998) (awarding fees representing a 3.97 multiplier of \$36,191,751 lodestar, noting that “multipliers of between 3 and 4.5 have become common.”); *In re Beverly Hills Fire Litig.*, 639 F.Supp. 915, 924 (E.D.Ky.1986) (5 times multiplier); *In re Sumitomo Copper Litig.*, 74 F. Supp. 2d 393, 399–400 (S.D.N.Y. 1999) (“Reference may be made also to the record-breaking employment discrimination settlement with Texaco. In that situation, a multiplier was utilized of 5.5 times lodestar.”)

46. Looking at the work of attorneys in this matter at Setareh Law Group (***and excluding paralegals***), the lodestar for all attorneys involved in this matter at Setareh Law Group is estimated to be as follows:

Attorney	Bar Year	Hourly Rate	Hours Billed	Total Billed
Shaun Setareh	1999	\$1,150.00	152	\$174,800

Thomas Segal	2002	\$950.00	228	\$216,600
Farrah Grant	2013	\$650.00	123.2	\$80,080
Shane Farley	2021	\$325.00	5.2	\$1,690
Tyson Gibb	2021	\$325.00	15.95	\$5,183.75
Julianna Gesiotto	2022	\$275.00	2.2	\$605
Brian Louis	2023	\$250	3.7	\$925
Rehatjit Kaur	2023	\$250	2.6	\$650
				\$480,534

47. Plaintiffs' counsel will incur approximately 3 additional hours in preparing for the final approval hearing, appearing at the final approval hearing, communicating with class members, and communicating with the Settlement Administrator.

48. The hours billed represent time spent on tasks that were essential to litigation and settlement. The standard hourly rates for Class Counsel – ranging from \$250 to \$1,150 for attorneys – are reasonable. Class Counsel's rates are in line with those charged by experienced class action lawyers who practice on a national scale and within the range of those approved by other courts in similar circumstances. *See, e.g., Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123, at *3 (S.D. Ill. Mar. 31, 2016) (approving hourly rates of \$460 to \$998 for attorneys, \$309 for paralegals, and \$190 for legal assistants). The 2022-2023 Adjusted Laffey Matrix states that an attorney with 20 years of experience can reasonably charge \$997 per hour. <http://www.laffeymatrix.com/see.html>. However, that rate is derived from the Washington, D.C. area and requires a costs of living correction for Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in metro Los Angeles, compared to the metro Washington, D.C. area, indicating a 4.9% downward adjustment to the Laffey Matrix is appropriate. [https://www.bls.gov/oes/current/oes231011.htm#\(9\)](https://www.bls.gov/oes/current/oes231011.htm#(9)). Applying an adjustment factor of -4.9%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 years of experience is \$980.44.¹

¹ The full 2022-2023 Adjusted Laffey Matrix provides for the following hourly rates for paralegals/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor	Paralegal Clerk	1-3	4-7	8-10	11-19	20
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997

49. It is only fair that every class member who benefits from the settlement pay his or her *pro rata* share of attorney's fees, and Plaintiffs' request for fees here means that Class Counsel seek an amount of fees less than the amount Class Counsel would likely receive if they represented each class member individually. Typical contingent fee contracts of plaintiffs' counsel provide for attorney's fees of about 40% of any recovery obtained for a client.

50. Class counsel's fee sharing agreement attached is as Exhibit C.

Reasonableness of Class Representative Enhancement Awards

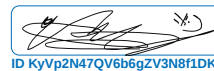
51. Plaintiffs contributed significantly to the prosecution and ultimate success of this litigation. The requested service award of \$7,500 each to Plaintiffs Tonya Halfhill, Danyell Sanders, Mario Moreno and Susie Drennan are warranted. Plaintiffs spent considerable time speaking with their counsel, gathering documents, participating in discussions regarding settlement, and reviewing the Settlement. Plaintiffs also took on the risk of facing intrusive discovery, facing a potential costs award, and the risk that being involved in litigation would be viewed unfavorably by potential employers.

52. Based on my extensive experience as plaintiffs' counsel in similar class actions, the proposed incentive awards are reasonable.

Reasonableness of Settlement Administrator Costs

53. Finally, in my experience as plaintiffs' counsel in similar wage and hour class actions with similar numbers of class members, the \$170,000 in costs for ILYM is a fair, adequate, and reasonable amount for settlement administration costs in this case.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed August 29, 2024, in Beverly Hills, California.


ID KyVp2N47QV6b6gZV3N8f1DKF

Shaun Setareh

Applying the -4.9% locality adjustment to those rates, the Los Angeles rates for the Adjusted Laffey Matrix are as follows:

Year	Adj. Factor	Paralegal Clerk	1-3	4-7	8-10	11-19	20
6/01/22- 5/31/23	0.951	\$213.98	\$392.76	\$483.11	\$697.08	\$788.38	\$948.15

EXHIBIT A

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KAISER FOUNDATION HOSPITALS

(Additional counsel listed on following page)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TONYA HALFHILL, individually and on behalf
of other individuals similarly situated,

Plaintiff,

v.

KAISER FOUNDATION HOSPITALS., a
California Nonprofit Corporation; a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. RG21096610

*Assigned for all purposes to the
Hon. Evelio Grillo, Dept. 21*

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

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DANYELL SANDERS

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiffs Tonya Halfhill, Mario Moreno, Susie Drennan, and Danyell Sanders, individually and on behalf of all other similarly situated persons and aggrieved employees, on the one hand, and Defendant Kaiser Foundation Hospitals (“Defendant” or “KFH”), on the other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the class and representative actions designated *Halfhill v. Kaiser Foundation Hospitals* (Alameda Co. Sup. Ct. Case No. RG21096610, filed April 20, 2021), *Sanders v. Kaiser Foundation Hospitals* (San Francisco Co. Sup. Ct. Case No. CGC-21-595263, filed September 16, 2021), and *Moreno and Drennan v. Kaiser Foundation Hospitals* (San Diego Sup. Ct. Case No. 37-2021-00042468, filed October 5, 2021) (collectively, the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”). Upon the Effective Date, and the payment by Defendant of all monies due under the Agreement, the Parties shall file a Satisfaction of Judgment with the Court.

I. DEFINITIONS.

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

A. “Action.”

The cases entitled *Halfhill v. Kaiser Foundation Hospitals* (Alameda Co. Sup. Ct. Case No. RG21096610, filed April 20, 2021), *Sanders v. Kaiser Foundation Hospitals* (San Francisco Co. Sup. Ct. Case No. CGC-21-595263, filed September 16, 2021), and *Moreno and Drennan v. Kaiser Foundation Hospitals* (San Diego Sup. Ct. Case No. 37-2021-00042468, filed October 5, 2021).

B. “Third Amended Complaint.”

Prior to seeking Court approval of the Settlement, Plaintiff Tonya Halfhill will file a third amended complaint to: (1) add Plaintiffs Mario Moreno, Susie Drennan, and Danyell Sanders as additional named plaintiffs; (2) modify the class definition and PAGA group definition to encompass the definitions of Class Members and PAGA Group Members as set forth in Sections I.F and I.W below, and; (3) add the claims and theories alleged in the *Sanders* and *Moreno/Drennan* complaints, claims

under the Fair Labor Standards Act, and other claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered. Defendant will stipulate to the filing of an amended Complaint. Defendant will agree not to remove the matter to federal court. Within 14 days after Plaintiff Halfhill amends her Complaint as noted above, Plaintiffs Sanders, Moreno and Drennan will request to have their claims dismissed without prejudice. Plaintiff Halfhill will also submit an Amended PAGA Letter to the Labor and Workforce Development Agency (“LWDA”) to properly exhaust all claims and theories alleged in the Third Amended Complaint.

C. “Attorneys’ Fees and Costs.”

The attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the Court’s approval of the Settlement, administering the Settlement, any expert expenses, and securing dismissal of the Action. Class Counsel will request attorneys’ fees not to exceed one-third (1/3) of the Gross Fund Value of \$10,000,000, which is a total of \$3,333,333, and actual documented costs not to exceed \$150,000. The attorneys’ fees and costs awarded are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for attorneys’ fees and reimbursement of costs and expenses as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Class Settlement Amount. Defendant shall have no liability for any other attorneys’ fees or costs. To the extent that the Court approves less than the amount of Attorneys’ Fees and Costs that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Class Members on a proportional basis relative to the size of their claims as set forth in Section VI below. Class Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. Apart from this award of Attorneys’ Fees and Costs, Plaintiffs and Defendant waive any and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Class Member, Class Counsel, Defendant or their counsel.

D. “Class Counsel.”

Bradley/Grombacher, LLP, Sommers Schwartz, P.C., The Restis Law Firm, P.C., and Setareh Law Group shall be appointed Class Counsel upon approval by the Court.

E. “Class List.”

A complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, most recent mailing address, telephone number, Social Security number, dates of employment (*i.e.*, hire date and termination date, if applicable), Qualified Class, FLSA, and PAGA Work Weeks/ Pay Periods (as defined below), and any other relevant information needed to calculate settlement payments. Defendant will also provide the Settlement Administrator and Class Counsel with the total workweeks as of April 5, 2023 within twenty one (21) calendar days after Preliminary Approval of this Settlement.

F. “Class Member(s)” or “Settlement Class.”

All non-exempt persons who were employed by Defendant in the State of California at any time during the Class Period. It shall be an opt-out class.

G. “Class Period.”

The period from April 20, 2017 through December 31, 2023.

H. “Class Representative Enhancement Payment.”

The amount to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members and for their general release of claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs Tonya Halfhill, Danyell Sanders, Mario Moreno and Susie Drennan will request Court approval of a Class Representative Enhancement Payment in the amount of \$7,500 for Tonya Halfhill, \$7,500 for Danyell Sanders, \$7,500 for Mario Moreno, and \$7,500 for Susie Drennan. Plaintiffs will be issued an IRS Form 1099 in connection with any Class Representative Enhancement Payment awarded by the Court. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless

1 from any claim or liability for taxes, penalties or interest arising as a result of the payment. The Class
2 Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in
3 addition to Plaintiffs' individual settlement amounts paid pursuant to the Settlement. Defendant makes
4 no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiffs
5 are not relying on any statement or representation by Defendant or its counsel in this regard. To the
6 extent that the Court approves less than the amount of Class Representative Enhancement Payments that
7 Plaintiffs request, the difference between the requested and awarded amounts will be distributed to Class
8 Members on a proportional basis relative to the size of their claims.

9 **I. "Class Settlement Amount."**

10 The sum of no more than a Gross Fund Value of Ten Million Dollars (\$10,000,000.00) to be
11 paid by Defendant in full satisfaction of all claims arising from the Action. The Settlement will be on a
12 common fund basis, there will be no claim form or claims process and there will be no reversion to
13 Defendant. The Class Settlement Amount includes all Individual Settlement Payments to Class
14 Members, the Class Representative Enhancement Payments to Plaintiffs, Settlement Administration
15 Costs to the Settlement Administrator, the FLSA Subclass Payment, the PAGA Settlement Amount
16 (including the LWDA Payment and PAGA Settlement Payment), and the Attorneys' Fees and Costs.
17 Defendant will be responsible for any employer payroll taxes required by law, separate and in addition
18 to the Class Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the
19 wage portion of the Individual Settlement Payments.

20 Defendant estimates that as of April 5, 2023, there are 14,425,260 workweeks from the
21 beginning of the Settlement Period. If the workweeks as of April 5, 2023 are more than 10% greater
22 than 14,425,260, Defendant will pay an increased pro rata amount for each 1% over 10%, so that if the
23 additional workweeks are 11% Defendant will pay an additional 1%, if the additional workweeks are
24 12% Defendant will pay an additional 2%.

25 **J. "Effective Date."**

26 The date upon which both of the following have occurred: (i) final approval of the settlement
27 is granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. Final
28

shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review is filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.

K. “Final Approval” or “Final Award.”

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

L. “FLSA Subclass.”

The Parties agree that \$200,000 (“FLSA Subclass Payment”) will be allocated to the FLSA Subclass, which will be composed of all Settlement Class Members who were employed by Defendant in the State of California between April 20, 2018 through December 31, 2023 (“FLSA Subclass Period”).

M. “Individual Class Settlement Payment.”

Each Class Member’s share of the Net Settlement Amount minus the FLSA Subclass Payment and the PAGA Settlement Payment, which shall be distributed to the Class Members, less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI

contributions and any other applicable payroll deductions required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

N. “Individual FLSA Settlement Payment.”

Each FLSA Subclass Member’s share of the FLSA Subclass Payment, which shall be distributed to the FLSA Subclass Members.

O. “Individual PAGA Settlement Payment.”

Each PAGA Group Member’s share of the PAGA Settlement Payment (defined in Section I.R, below), which shall be distributed to the PAGA Group Members.

P. “Individual Settlement Payment.”

The payment to each Class Member that is the sum of the Class Member’s Individual Class, FLSA, and PAGA Settlement Payments.

Q. “LWDA Notice.”

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

R. “LWDA Payment.”

The amount that the Parties have agreed to pay to the LWDA in connection with settlement of Plaintiffs’ PAGA claims. The Parties have agreed that \$300,000 of the Class Settlement Amount will be allocated to the resolution of any Class Members’ claims arising under the PAGA (“PAGA Settlement Amount”). Pursuant to the PAGA, \$225,000 (75%) of the PAGA Settlement Amount will be paid to the LWDA (“LWDA Payment”) and \$75,000 (25%) of the PAGA Settlement Amount will be included in the Net Settlement Amount. The \$75,000 included in the Net Settlement Amount will be referred to as the “PAGA Settlement Payment.” Any change in the requested PAGA Settlement Amount is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall still remain in effect. However, some approval of a PAGA

Settlement Amount is a material term of the Settlement and this Agreement. If the Court does not approve any PAGA Settlement Amount, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that the costs of administration shall be borne by Defendant.

S. "Net Settlement Amount."

The portion of the Class Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, LWDA Payment, and the Attorneys' Fees and Costs. \$200,000 of the Net Settlement Amount will be attributed to the FLSA Subclass Payment. \$75,000 of the Net Settlement Amount will be attributed to the PAGA Settlement Payment.

T. "Notice of Class Action Settlement."

The document substantially in the form attached as **Exhibit 1** that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

U. "Notice of Objection."

A Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include the objector's full name, signature, address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection. The Notice of Objection must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their counsel will solicit or otherwise

1 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the
2 Order and Judgment. Class Counsel will not represent any Class Members with respect to any such
3 objections to this Settlement. The Settlement Administrator shall provide counsel for the Parties with
4 complete copies of all objections received, including the date of postmark or fax receipt confirmation for
5 each objection, within five (5) business days of receipt. Class Counsel will provide copies of any
6 objections and supporting documents to the Court at least sixteen (16) court days before the Preliminary
7 Approval Hearing. A Class Member who excludes himself or herself from the Settlement shall lose
8 standing to object.

9 **V. “Notice Packet.”**

10 The Notice of Class Action Settlement and Individual Settlement Payment calculations. The
11 packet will include Qualified Class, FLSA, and PAGA Pay Periods/ Work Weeks information.

12 **W. “PAGA Group.”**

13 The Parties agree that the PAGA Settlement Payment will be allocated to the PAGA Group,
14 which will be composed of all Settlement Class Members who were employed by Defendant in the State
15 of California between June 7, 2020 through December 31, 2023 (“PAGA Period”). Upon the final
16 approval by the Court of this settlement, named Plaintiffs Tonya Halfhill, Danyell Sanders, Mario
17 Moreno, and Susie Drennan, as proxies and agents of the Labor and Workforce Development, will
18 release Defendant and Releasees of all Released PAGA Claims under the Private Attorneys General Act
19 of 2004 (“PAGA”) on behalf of the Labor and Workforce Development Agency.

20 **X. “Plaintiffs.”**

21 Plaintiffs Tonya Halfhill, Danyell Sanders, Mario Moreno, and Susie Drennan, on behalf of
22 themselves and all others similarly situated and the general public.

23 **Y. “Preliminary Approval.”**

24 The Court’s order granting preliminary approval of the Settlement Agreement.

25 **Z. “Qualified Class Workweeks”** means the weeks worked by an individual Class Member
26 as shown in Defendant’s records while the individual Class Member was employed by Defendant in
27 California in an hourly, non-exempt position during the Class Period.

1 **AA. “Qualified FLSA Workweeks”** means the weeks worked by an individual FLSA
2 Subclass Member as shown in Defendant’s records while the individual FLSA Subclass Member was
3 employed by Defendant in California in an hourly, non-exempt position during the FLSA Subclass
4 Period.

5 **BB. “Qualified PAGA Pay Periods”** means the pay periods by an individual PAGA Group
6 Member as shown in Defendant’s records while the individual PAGA Group Member was employed by
7 Defendant in California in an hourly, non-exempt position during the PAGA Period.

8 **CC. “Qualified Settlement Account.”**
9 The fund established by the Settlement Administrator pursuant to Internal Revenue Code Section
10 1.468B-1.

11 **DD. “Released Claims.”**
12 As of the date of the Order Granting Final Approval, Class Members who do not opt out shall
13 release Defendant and its present and former affiliates and all of their officers, directors, employees,
14 agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other
15 persons acting by, through, under or in concert with any of them (“Releasees”), from any and all claims,
16 debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s
17 fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown,
18 contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay
19 all wages due (including minimum wage and overtime wages), claims regarding rounding, grace
20 periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to
21 provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal
22 and rest periods, combining of meal and rest periods, that Defendant’s exemption permit from the DLSE
23 is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to
24 properly calculate the regular rate of pay, failure to pay or properly calculate meal period premiums,
25 donning and doffing, pre or post-shift testing or inspections, COVID-19 related activities including
26 testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate wage
27 statements including claims derivative and/or related to these claims, liquidated damages, conversion of
28

wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre and post-shift work and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 (except that the release shall not include claims related solely to working from home under Labor Code Section 2802), as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the lawsuits. The release shall run through December 31, 2023. For the post Preliminary Approval period of time, Defendant shall have the option to pay in an additional proportionate amount based on the number of additional pay periods.

FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the FLSA Subclass Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

This Agreement is contingent upon the release by the Class Members (including Class Representatives) as described herein, and the additional release of the Class Representatives as described below, and upon covenants by the Class Representatives and Class Members that they will not

1 participate in any actions, lawsuits, proceedings, complaints or charges in any court or before any
2 administrative body related to any claims they have released under this Agreement. However, nothing in
3 this agreement precludes Class Members or Class Representatives from responding to lawfully issued
4 subpoenas, or participating in any government enforcement action.

5 **EE. “Released PAGA Claims.”**

6 Plaintiffs Tonya Halfhill, Danyell Sanders, Mario Moreno, and Susie Drennan, as proxies and
7 agents of the LWDA, are releasing Defendant and Released Parties the claims of the LWDA. The scope
8 of the LWDA’s release is limited to and co-extensive with the scope of the PAGA notice letters
9 submitted by Plaintiffs on August 19, 2021, October 8, 2021, March 26, 2021, April 15, 2021, and
10 March 6, 2024 which allege PAGA claims under Labor Code Sections 201, 202, 203, 204, 206, 218,
11 218.5, 226, 226.3, 226.7, 227, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194,
12 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199.

13 **FF. “Class Representatives’ Release”**

14 Upon the Effective Date, and as a condition of receiving any portion of their Class
15 Representative Enhancement Payments, Class Representatives Tonya Halfhill, Danyell Sanders, Mario
16 Moreno, and Susie Drennan shall fully and finally release the Released Parties from any and all claims,
17 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law,
18 or other source of law, including but not limited to claims arising from or related to their employment
19 with Defendant and their compensation while an employee of Defendant which occurred before or
20 during the Class Period.

21 The Class Representatives’ released claims include all claims against the Released Parties,
22 whether known or unknown. Thus, Class Representatives Tonya Halfhill, Danyell Sanders, Mario
23 Moreno, and Susie Drennan waive all rights provided by California Civil Code section 1542, which
24 states:

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

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

3 Notwithstanding this release, Plaintiff Danyell Sanders is not releasing the claims asserted in
4 *Sanders v. Kaiser Foundation Hospitals et al.*, Los Angeles Superior Court Case No. 21STCV40840,
5 The general release is not applicable to or related to Workers' Compensation claims.

6 **GG. "Released Parties."**

7 Defendant and its present and former affiliates and all of their officers, directors, employees,
8 agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other
9 persons acting by, through, under or in concert with any of them.

10 **HH. "Request for Exclusion."**

11 A notice submitted by a Class Member requesting to be excluded from the Settlement. For the
12 Request for Exclusion to be valid, it must include the Class Member's full name, signature, address,
13 telephone number and a written statement requesting to be excluded from this Settlement. The Request
14 for Exclusion must be returned by mail or fax to the Settlement Administrator at the specified address or
15 facsimile number and postmarked or faxed on or before the Response Deadline. The date of the
16 postmark or fax receipt confirmation will be the exclusive means to determine whether a Request for
17 Exclusion has been timely submitted. A Class Member who does not submit a timely and valid Request
18 for Exclusion from the Settlement will be deemed a Class Member and will be bound by all terms of the
19 Settlement Agreement if the Settlement is granted Final Approval by the Court.

20 Any Class Member who opts out of this Agreement may not submit an Objection and shall not
21 receive any Individual FLSA or Class Settlement Payment, and shall not be bound by the Class or FLSA
22 releases set forth in this Agreement. However, a PAGA Group Member who submits a Request for
23 Exclusion will still remain a member of the PAGA Group, will receive a PAGA Settlement Payment,
24 and will release the PAGA claims in Section I.DD of this Agreement. If a Class Member submits both a
25 Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate
26 the Objection. Plaintiffs, as Class Representatives, are not permitted to, and agree that they will not, opt
27 out of this Agreement.

II. “Response Deadline.”

The deadline by which Class Members must mail or fax to the Settlement Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or Qualified Class, FLSA, or PAGA Work Weeks/ Pay Periods disputes (“Qualified Work Weeks Disputes”). The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection, or Qualified Work Weeks Disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion, Notice of Objection to the Settlement, or Qualified Work Weeks Disputes.

JJ. “Settlement Administrator.”

ILYM shall be the third-party class action settlement administrator as agreed to by the Parties and approved by the Court for the purposes of administering this Settlement and will issue to class members a form W-2 and 1099 for all amounts paid under this Settlement, making all deductions and withholdings required under law. The Parties mutually selected ILYM after soliciting bids from three class action settlement administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

KK. “Settlement Administration Costs.”

The costs payable from the Class Settlement Amount to the Settlement Administrator are for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,

distributing the Class Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be approximately \$170,000. To the extent actual Settlement Administration Costs are greater than \$170,000 such excess amount will be deducted from the Class Settlement Amount, subject to the Court's approval. The Settlement Administration Costs will be paid no sooner than fifteen (15) calendar days following the Effective Date.

LL. "Settlement Payment Check."

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

MM. "Total Qualified Class Work Weeks" means the total aggregate amount of Qualified Class Work Weeks worked by all Class Members while employed by Defendant in California as an hourly paid, non-exempt position in California during the Class Period.

NN. "Total Qualified FLSA Work Weeks" means the total aggregate amount of Qualified FLSA Work Weeks worked by all FLSA Subclass Members while employed by Defendant in California as an hourly paid, non-exempt position in California during the FLSA Subclass Period.

OO. "Total Qualified PAGA Pay Periods" means the total aggregate amount of Qualified PAGA Pay Periods worked by all PAGA Group Members while employed by Defendant in California as an hourly paid, non-exempt position in California during the PAGA Period.

II. FUNDING OF THE CLASS SETTLEMENT AMOUNT.

Within fourteen (14) calendar days after the Effective Date of the Settlement, Defendant will make a one-time deposit of all approved and claimed amounts from the Class Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Class Members; (b) the Labor and Workforce Development Agency (LWDA); (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. Defendant has no obligation to deposit such funds prior to the deadline set forth herein.

III. ATTORNEYS' FEES AND COSTS.

Defendant agrees not to oppose any application by Class Counsel for attorneys' fees of not more than \$3,333,333, plus actual documented costs not to exceed \$150,000. Class Counsel shall not be entitled to attorneys' fees or costs for work performed in the Action other than as provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in the Action by any attorney, law firm and/or other legal services provider.

IV. LABOR AND WORKFORCE DEVELOPMENT AGENCY PAYMENT.

Subject to Court approval, the Parties agree that \$300,000 of the Class Settlement Amount will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims (the "PAGA Settlement Amount"). Pursuant to the PAGA, \$225,000 (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$75,000 (25%) of the PAGA Settlement Amount will be included in the Net Settlement Amount.

V. NET SETTLEMENT AMOUNT.

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

VI. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.

A. Individual FLSA Subclass Settlement Payment

\$200,000 of the Net Settlement Amount will be apportioned among the FLSA Subclass. Specific calculations of Individual FLSA Subclass Settlement Payments will be made as follows:

Defendant will calculate the Qualified FLSA Work Weeks of each Class Member during the FLSA Subclass Period, and provide these calculations to Settlement Administrator. FLSA Subclass Members will receive a pro-rated share of the FLSA Subclass Payment, less applicable withholdings, based on their work weeks as a non-exempt hourly paid employee of Defendant during the FLSA Subclass Period (“Qualified FLSA Work Weeks”). Each FLSA Subclass Member is entitled to receive an amount that is determined by multiplying the FLSA Subclass Payment by a ratio that is determined by dividing a FLSA Subclass Member’s Qualified FLSA Work Weeks during the FLSA Subclass Period in California by the Qualified FLSA Work Weeks of all FLSA Subclass Members employed by Defendant during the FLSA Subclass Period (“Total Qualified FLSA Work Weeks”) as expressed in the following formula: FLSA Subclass Member Payment = (FLSA Subclass Member’s Qualified FLSA Work Weeks divided by Total Qualified FLSA Work Weeks) x FLSA Subclass Payment.

B. Individual PAGA Settlement Payment

\$75,000 of the Net Settlement Amount will be apportioned among the PAGA Group. Specific calculations of Individual PAGA Settlement Payments will be made as follows:

Defendant will calculate the Qualified PAGA Pay Periods of each PAGA Group Member during the PAGA Period, and provide these calculations to Settlement Administrator. PAGA Group Members will receive a pro-rated share of the PAGA Settlement Payment, based on their Pay Periods as a non-exempt hourly paid employee of Defendant during the PAGA Period (“Qualified PAGA Pay Periods”). Each PAGA Group Member is entitled to receive an amount that is determined by multiplying the PAGA Settlement Payment by a ratio that is determined by dividing a PAGA Group Member’s Qualified PAGA Pay Periods

during the PAGA Period in California by the Qualified PAGA Pay Periods of all PAGA Group Members employed by Defendant during the PAGA Period (“Total Qualified PAGA Pay Periods”) as expressed in the following formula: PAGA Group Member Payment = (PAGA Group Member’s Qualified PAGA Pay Periods divided by Total Qualified PAGA Pay Periods) x PAGA Settlement Payment.

C. Individual Class Settlement Payment

Separate and apart from PAGA Settlement Payment and FLSA Subclass Payments, Individual Class Settlement Payments will be calculated and apportioned from the Net Settlement Amount minus the FLSA Subclass Payment and the PAGA Settlement Payment based on the Qualified Class Work Weeks of each Class Member during the Class Period. Specific calculations of Individual Class Settlement Payments will be made as follows:

Defendant will calculate the Qualified Class Work Weeks of each Class Member during the Class Period, and provide these calculations to Settlement Administrator. Class Members will receive a pro-rated share of the Net Settlement Amount (“NSA”) minus the FLSA Subclass Payment of \$200,000 and the PAGA Settlement Payment of \$75,000 (the “Remaining NSA”), less applicable withholdings, based on their Work Weeks as a non-exempt hourly paid employee of Defendant during the Class Period (“Qualified Class Work Weeks”). Each Class Member is entitled to receive an amount that is determined by multiplying the Remaining NSA by a ratio that is determined by dividing a Class Member’s Qualified Class Work Weeks during the Class Period in California by the Qualified Class Work Weeks of all Class Members employed by Defendant during the Class Period (“Total Qualified Work Weeks”) as expressed in the following formula: Class Member Payment = (Class Member’s Qualified Class Work Weeks divided by Total Qualified Class Work Weeks) x Remaining NSA.

D. Individual Settlement Payment Calculation

Each Class Member's Individual Settlement Payment will be the sum of the Class Member's Individual FLSA Subclass Settlement Payment, Individual PAGA Settlement Payment, and Individual Class Settlement Payment. Each Class Member's Individual Settlement Payment will be reduced by any required deductions for the Class Member as set forth herein, including employee-side tax withholdings or deductions.

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

VII. SETTLEMENT ADMINISTRATION PROCESS.

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

- a. Establish and maintain a Qualified Settlement Account.
- b. Calculate the Individual Class, FLSA, and PAGA Settlement Payment each Class Member is eligible to receive, and the sum of such payments.
- c. Translate the Notice Packet into Spanish by request of Class Members.
- d. Print and mail the Notice Packet.
- e. Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- f. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.

- 1 g. Process Requests for Exclusion, calculate Class Members' Individual Class,
2 PAGA, and FLSA Settlement Payment and the sum of such payments, field
3 inquiries from Class Members, and administer any Requests for Exclusion. This
4 service will include settlement proceeds calculation, printing and issuance of
5 Settlement Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms.
6 Basic accounting for and payment of employee tax withholdings and forwarding
7 all payroll taxes and penalties to the appropriate government authorities will also
8 be included as part of this service.
- 9 h. Settling disputes from Class Members regarding Work Weeks and Pay Periods,
10 with the involvement and assistance of Defendant's counsel and Class Counsel.
- 11 i. Issuing to Plaintiffs, Class Members, and Class Counsel any W-2, 1099, or other
12 tax forms as may be required by law for all amounts paid pursuant to this
13 Settlement.
- 14 j. Provide declarations and/or other information to the Court as requested by the
15 Parties and/or the Court.
- 16 k. Provide weekly status reports to counsel for the Parties.

17 2. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide
18 the Class List to the Settlement Administrator.

19 3. Within thirty (30) calendar days after receiving the Class List from Defendant, the
20 Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S.
21 Mail, using the last known mailing addresses identified in the Class List.

22 4. Prior to mailing, the Settlement Administrator will perform a search based on the
23 National Change of Address Database for information to update and correct any known or identifiable
24 address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
25 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
26 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the
27 Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt
28

1 to determine the correct address using a skip-trace, or other search using the name, address and/or Social
2 Security number of the Class Member involved, and will then perform a single re-mailing. Those Class
3 Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between
4 the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a
5 Request for Exclusion or Notice of Objection to the Settlement.

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

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

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

1 have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the
2 cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion.

3 8. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
6 or the fax receipt confirmation will be the exclusive means to determine whether a Request for
7 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
8 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
9 Exclusion that were timely submitted. Any Class Member who does not timely seek exclusion will be
10 bound by the terms of this Settlement Agreement.

11 **VIII. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

12 1. Defendant's Option to Nullify the Settlement Agreement. If more than two percent (2%)
13 of the Class Members opt out of the Settlement, Defendant, in its sole discretion, shall have the option of
14 nullifying the Settlement Agreement. Defendant shall give written notice to Class Counsel within five
15 (5) calendar days after the Settlement Administrator informs the Parties that the opt out rate exceeds two
16 percent (2%). In such a case, the Parties and any funds to be awarded under this Settlement Agreement
17 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
18 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
19 been executed, except that any fees already incurred by the Settlement Administrator shall be paid by
20 Defendant.

21 2. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
22 Preliminary Approval Order and approve the Released Settlement specified herein; (ii) the Court does
23 not finally approve the Settlement as provided herein; (iii) Defendant exercises their option to nullify the
24 Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or
25 (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this
26 Settlement Agreement shall be null and void. Any order or judgment entered by the Court in
27 furtherance of this Settlement Agreement shall be treated as void from the beginning, and the
28

Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that, in the event of (i), (ii) or (iv) as set forth in this paragraph, any fees already incurred by the Settlement Administrator shall be shared equally.

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

IX. CERTIFICATION REPORTS REGARDING INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS.

1. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of any such objection; and (c) whether any Class Member has submitted a challenge to any information contained in his/her 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.

2. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the *cy pres* recipient selected by the parties, California Rural Legal Assistance, consistent with California Code of Civil Procedure § 384, subject to Court approval and the Class Member remains bound by the Settlement. Pursuant to California Code of Civil Procedure § 384.4, the Parties and the attorneys signing this Agreement hereby

1 notify the Court that they and their respective firms have no relationship with or connection to the cy
2 *pres* recipient, California Rural Legal Assistance, that could create an appearance of impropriety.

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

6 **X. TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS.**

7 All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-third
8 (1/3) interest and one-third (1/3) penalties.

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

25 **XI. ADMINISTRATION OF TAXES BY THE SETTLEMENT ADMINISTRATOR.**

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

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

2. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT 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 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

XII. RELEASE BY CLASS MEMBERS.

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

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

XIII. MATERIALITY OF TERMS.

1. The Court's approval of Class Representative Enhancement Payments, Attorneys' Fees and Costs, and the LWDA Payment are not material terms of this Agreement. However, some approval of a PAGA Settlement Amount is a material term of the Settlement and this Agreement. If the Court approves only a lesser amount of these payments, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount. This term is not a waiver of the right to appeal.

2. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully and completely approve the material terms of this Settlement Agreement will result in this

Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Parties as set forth in Section VIII herein.

XIV. PRELIMINARY APPROVAL HEARING.

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

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

3. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

XV. FINAL SETTLEMENT APPROVAL HEARING AND ENTRY OF JUDGMENT.

1. Upon expiration of the Response Deadline, 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: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement Administration Costs.

2. The Final Approval/Settlement Fairness Hearing will be held no later than forty-five (45) calendar days after the Response Deadline, subject to the Court's calendar.

3. 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/Settlement Fairness Hearing.

XVI. JUDGMENT AND CONTINUED JURISDICTION.

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

XVII. OTHER PROVISIONS.

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

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

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

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

1 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
2 the Parties may seek the assistance of David Rotman to resolve such disagreement.

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

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

7 7. Execution and Counterparts. This Settlement Agreement is subject only to the execution
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
10 will be deemed to be one and the same instrument.

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

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

21 10. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that either Party may appeal any
23 Court order that materially alters the Settlement Agreement's terms.

24 11. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
25 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
26 the stipulation to certification will be void and the Parties shall return to status quo ante. The Parties
27 further agree that certification for purposes of the Settlement is not an admission as to liability, the
28

1 accuracy of any allegations made by Plaintiffs or Class Counsel, or that class action certification is
2 proper under the standards applied to contested certification motions. This Settlement Agreement will
3 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be
4 certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the
5 Settlement's terms.

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

20 13. Good Faith Compromise. The Parties agree that this Settlement Agreement reflects their
21 good faith compromise of the claims raised in this action, based upon their assessment of the mutual
22 risks and costs of further litigation and the assessments of their respective counsel.

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

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

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

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

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

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

21 20. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
22 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
23 Settlement Agreement. The Parties further pledge their good faith and fair dealing in supporting the
24 approval of this settlement by the Court

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

terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Settlement Agreement.

22. No Prior Assignments or Undisclosed Liens. Plaintiffs and Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. Plaintiffs and Class Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement. Plaintiffs and Class Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

23. Confidential Information. Class Counsel will destroy all confidential documents and information provided by Defendant within 60 calendar days after the completion of the administration of this Agreement. Class Counsel further agree that none of the information provided by Defendant shall be used for any purpose other than prosecution of this Action.

24. Publicity. Plaintiffs and Class Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing in this provision shall prevent Plaintiff's counsel from communicating with settlement class members about the settlement.

[SIGNATURES ON NEXT PAGE]

1 Dated: _____

Plaintiff Tonya Halfhill

2
3 Dated: 03/07/2024 _____

Plaintiff Susie Drennan

4
5 Dated 03/07/2024 _____

Plaintiff Mario Moreno

6
7
8 Dated: _____

Plaintiff Danyell Sanders

9
10
11
12 Dated: _____

KAISER FOUNDATION HOSPITALS

13
14
15 **APPROVED AS TO FORM**

Please Print Name of Authorized Signatory

BRADLEY/GROMBACHER, LLP

16
17
18 Dated: _____

Marcus Bradley
Kiley L. Grombacher
Lirit A. King
Attorneys for Plaintiffs Rob
TONYA HALFHILL

19
20
21
22
23 Dated: 3/8/2024 _____

SOMMERS SCHWARTZ, P.C.

Trenton R. Kashima
Kevin J. Stoops
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

THE RESTIS LAW FIRM, P.C.

Dated: 3/8/2024

William Restis
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

SETAREH LAW GROUP

Dated: _____

Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiffs
DANYELL SANDERS

SEYFARTH SHAW LLP

Dated: _____

Christian J. Rowley
Kerry Friedrichs
Parnian Vafaenia
Attorneys for Defendant
KAISER FOUNDATION HOSPITALS

1 Dated: _____

Plaintiff Tonya Halfhill

3 Dated: _____

Plaintiff Susie Drennan

5 Dated: _____

Plaintiff Mario Moreno

7 Dated: _____

Plaintiff Danyell Sanders

10 **KAISER FOUNDATION HOSPITALS**

11 Dated: Mar 14, 2024


Janet Liang (Mar 14, 2024 16:39 PDT)

Janet Liang

Please Print Name of Authorized Signatory

15 **APPROVED AS TO FORM**

16 **BRADLEY/GROMBACHER, LLP**

17 Dated: _____

Marcus Bradley
Kiley L. Grombacher
Lirit A. King
Attorneys for Plaintiffs Rob
TONYA HALFHILL

22 **SOMMERS SCHWARTZ, P.C.**

23 Dated: _____

Trenton R. Kashima
Kevin J. Stoops
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

THE RESTIS LAW FIRM, P.C.

Dated: _____

William Restis
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

SETAREH LAW GROUP

Dated: _____

Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiffs
DANYELL SANDERS

SEYFARTH SHAW LLP

Dated: March 15, 2024



Christian J. Rowley
Kerry Friedrichs
Parnian Vafaeenia
Attorneys for Defendant
KAISER FOUNDATION HOSPITALS

1 Dated: 3/7/2024

DocuSigned by:
Halfhill, Tonya
59EC8C827D7B484...
Plaintiff Tonya Halfhill

3 Dated: _____

Plaintiff Susie Drennan

5 Dated: _____

Plaintiff Mario Moreno

7 Dated: _____

Plaintiff Danyell Sanders

KAISER FOUNDATION HOSPITALS

11 Dated: _____

13
14
15 **APPROVED AS TO FORM**

Please Print Name of Authorized Signatory

BRADLEY/GROMBACHER, LLP

16
17
18 Dated: 3/7/2024



Marcus Bradley
Kiley L. Grombacher
Lirit A. King
Attorneys for Plaintiffs Rob
TONYA HALFHILL

19
20
21
22
23 Dated: _____

SOMMERS SCHWARTZ, P.C.

Trenton R. Kashima
Kevin J. Stoops
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

1 Dated: _____

Plaintiff Tonya Halfhill

3 Dated: _____

Plaintiff Susie Drennan

5 Dated: _____

Plaintiff Mario Moreno

7 Dated: 3/9/2024

Danyell Sanders

ID iSBK1i3ahcxwTRGsiMHLhxMi

Plaintiff Danyell Sanders

KAISER FOUNDATION HOSPITALS

11 Dated: _____

12 Please Print Name of Authorized Signatory

13 **APPROVED AS TO FORM**

BRADLEY/GROMBACHER, LLP

16 Dated: _____

Marcus Bradley

Kiley L. Grombacher

Lirit A. King

Attorneys for Plaintiffs Rob

TONYA HALFHILL

SOMMERS SCHWARTZ, P.C.

23 Dated: _____

Trenton R. Kashima

Kevin J. Stoops

Attorneys for Plaintiffs

MARIO MORENO and SUSIE DRENNAN

THE RESTIS LAW FIRM, P.C.

Dated: _____

William Restis
Attorneys for Plaintiffs
MARIO MORENO and SUSIE DRENNAN

SETAREH LAW GROUP

Dated: 3/11/2024 _____



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Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiffs
DANYELL SANDERS

SEYFARTH SHAW LLP

Dated: _____

Christian J. Rowley
Kerry Friedrichs
Parnian Vafaeenia
Attorneys for Defendant
KAISER FOUNDATION HOSPITALS

EXHIBIT 1

[CLASS MEMBER NAME and ADDRESS]

If you worked for Kaiser Foundation Hospitals in California as a non-exempt employee between April 20, 2017 and December 31, 2023 (“Class Period”), you may be eligible to receive money from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Alameda County Superior Court has authorized this notice in the matter of *Halfhill et al. v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG21096610 (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Kaiser Foundation Hospitals’ (hereafter “KFH”) records show that you worked for KFH in California as a non-exempt employee during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$10,000,000.00. The Settlement resolves claims against KFH in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, waiting time penalties, and civil penalties under the Private Attorneys’ General Act (“PAGA”).
- KFH denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

Your Legal Rights and Options in this Settlement	
Do Nothing	Stay in the Lawsuit. Receive a share in the Settlement amount.
Ask To Be Excluded	Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA award) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA award, but you will not give up any rights you may have with respect to the claims at issue in this lawsuit.
Object	Write to the Court about why you don’t agree with the Settlement.

Go to a Hearing

Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

KFH's records show that you currently work or previously worked for KFH in California in a non-exempt position between April 20, 2017 and December 31, 2023 ("Class Period"). Employees who fall within this description are referred to as "Class Members."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Alameda, and the Lawsuit is known as *Halfhill et al. v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG21096610.

2. What is the lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, waiting time penalties, and civil penalties under the Private Attorneys' General Act.

KFH expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, it has concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. It has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

3. Who are the plaintiffs in the lawsuit?

Tonya Halfhill, Mario Moreno, Susie Drennan, and Danyell Sanders are the Plaintiffs and Class Representatives in the Lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or KFH. Instead, both sides agreed to the Settlement with the assistance of a professional mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. KFH did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

5. What does the settlement provide?

KFH will pay a Class Settlement Amount of \$10,000,000.00 ("Class Settlement Amount") to cover: (1) Settlement payments to Settlement Class Members; (2) the costs of administering the Settlement; (3) Class Representative Enhancements to the Class Representatives; (4) payment to the California Labor and Workforce Development Agency ("LWDA"); and (5) the Class Counsel Award and costs. The Class Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to "exclude" yourself is provided below, in Question 12 on page .

6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (i.e., the number of Class Members who do not “exclude” themselves), how many workweeks you worked for KFH as a non-exempt employee in California during the Class Period, how many pay periods you worked for KFH as a non-exempt employee in California between June 7, 2020 through December 31, 2023 (“PAGA Period”), and how many workweeks you worked for KFH as a non-exempt employee in California between April 20, 2018 through December 31, 2023 (“FLSA Period”). Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula.

KFH’s records show that you worked [NUMBER] of workweeks for KFH in California as a non-exempt employee during the Class Period, that you worked [NUMBER] of pay periods for KFH in California as a non-exempt employee during the PAGA Period, and that you worked [NUMBER] of workweeks for KFH in California as a non-exempt employee during the FLSA Period. **Based on the preceding information, your estimated settlement payment is [REDACTED].**

If you feel that you were not credited with the correct number of workweeks or pay periods that you worked as a non-exempt KFH employee in California during the Class Period, PAGA Period, or FLSA Period, you may submit evidence to the Settlement Administrator on or before [INSERT DATE OF RESPONSE DEADLINE] with documentation to establish the number of workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for KFH how many workweeks and pay periods should be credited to you. The Settlement Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:
[Insert Settlement Administrator address and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

9. When would I get my payment?

The Court will hold a hearing on [INSERT FINAL APPROVAL HEARING DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as “Class Counsel,” whose contact information is included in Question 13 for an update at any time.

10. What am I giving up to get a payment and by staying in the Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member’s own lawyer, at the Class Member’s expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you will be forever barred from asserting any of the claims arising out of or relating to the Lawsuit against Defendant (“Released Claims”) and

each of its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, and any other persons acting by, through, under or in concert with any of them (“Released Parties”).

The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant’s exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal period premiums, donning and doffing, pre or post-shift testing or inspections, COVID-19 related activities including testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant’s employees, pre and post-shift work and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 (except that the release shall not include claims related solely to working from home under Labor Code Section 2802), as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the lawsuits. The release shall run through December 31, 2023.

If you currently work or previously worked for KFH in California in a non-exempt position during the FLSA Period (“FLSA Subclass Members”), and you timely cash or otherwise negotiate your Settlement Payment Check, you will be deemed to have opted into the Lawsuit for purposes of the FLSA and, as to you, the Released Claims include any and all claims you may have under the FLSA arising under or related to the alleged claims during the FLSA Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Lawsuit for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

In addition, Plaintiffs Tonya Halfhill, Danyell Sanders, Mario Moreno, and Susie Drennan, as proxies and agents of the LWDA, are releasing Defendant and the Released Parties of the claims of the LWDA. The scope of the LWDA’s release is limited to and co-extensive with the scope of the PAGA notice letters submitted by Plaintiffs on August 19, 2021, October 8, 2021, March 26, 2021, April 15, 2021, and March 6, 2024 which allege PAGA claims under Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199 (“Released PAGA Claims”).

11. Can I get a settlement payment if I still work for KFH?

Yes. If you are still working for KFH, you will receive a settlement payment if you do not exclude yourself. The Settlement will not affect your employment and KFH will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

12. How do I get out of the Settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter or postcard postmarked no later than [insert response deadline] with your name, signature, and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN HALFHILL V. KAISER FOUNDATION HOSPITALS.

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

[Insert Settlement Administrator address]

The Request must be postmarked or faxed on or before [INSERT RESPONSE DEADLINE]. Any person who files a timely written request to be excluded from the Settlement will, upon receipt, no longer be a Class Member, will **not** receive any money from the Settlement, except for their share of the PAGA award because a Class Member who opts out is opting out of class relief only and is still an “aggrieved employee” under PAGA, and cannot object to the Settlement. You cannot both exclude yourself and object to the Settlement.

13. Who are the lawyers in this case?

CLASS COUNSEL:

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley (SBN 174156)
Kiley L. Grombacher (SBN 245960)
Lirit A. King (SBN 252521)
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Facsimile: (805) 270-7589
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SOMMERS SCHWARTZ, P.C.

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SETAREH LAW GROUP

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THE RESTIS LAW FIRM, P.C.

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San Diego, California 92101
Telephone: (619) 270-8383

COUNSEL FOR KAISER FOUNDATION HOSPITALS:

SEYFARTH SHAW LLP

Christian J. Rowley (SBN 187293)
crowley@seyfarth.com
Kerry M. Friedrichs (SBN 198143)
kfriedrichs@seyfarth.com
Parnian Vafaeenia (SBN 316736)
pvaefaeenia@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105

14. How will Class Counsel be paid?

All attorneys' fees and costs awarded by the Court to Class Counsel will be paid out of the Class Settlement Amount. Class Counsel are asking the Court to award one-third of the Class Settlement Amount (i.e., \$3,333,333) in attorneys' fees, and litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$150,000.00. The Class Representatives and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

15. What other expenses are taken out of the total settlement amount?

KFH has agreed to pay \$10,000,000.00 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, settlement administration costs will be paid from the Settlement amount to ILYM Group, Inc. to act as the Settlement Administrator. As the Settlement Administrator, ILYM Group, Inc. is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$170,000.00.

Class Counsel will also ask the Court to award Class Representatives Tonya Halfhill, Mario Moreno, Susie Drennan, and Danyell Sanders enhancement awards in the amount of \$7,500.00 each to compensate them for their service on behalf of the Class Members. The Class Representatives will also receive a share of the Settlement as class members.

Additionally, \$300,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Settlement Amount”). Under PAGA, 75% of the PAGA penalties must be paid (here, \$225,000.00) to the California Labor and Workforce Development Agency. The remaining 25% (here, \$75,000.00) allocated to the PAGA claims will be included in the distribution to PAGA Group Members who worked for KFH in a non-exempt position in California during the PAGA Period.

Lastly, \$200,000.00 will be allocated to the FLSA Subclass Members, which will be composed of all Settlement Class Members who were employed by Defendant in the State of California between April 20, 2018 through December 31, 2023.

16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Settlement Administrator no later than [INSERT RESPONSE DEADLINE]. However, even if you do not submit a written objection you may appear at the Final Fairness Hearing in-person and present any objection that you wish for the Court to consider. The Final Fairness Hearing is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION].

If you wish to submit a written objection please mail it to the Settlement Administrator at:

[Insert Settlement Administrator address]

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Settlement Amount.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Approval Hearing, which is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION]. The date and time of the Final Settlement Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Settlement Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

20. Are there more details about the Settlement and how do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: www.xxxxxxx.com. The Settlement Administrator can be reached at the toll free number: [\[IL YM PHONE NUMBER\]](tel:1-800-XXX-XXX-XXXX). The pleadings and other records in this litigation are also available on the Alameda County Superior Court's website, at [\[INSERT LINK\]](#).

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, KFH OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.

EXHIBIT B

Law Office of Shaun Setareh, APC
Account QuickReport
All Transactions

Date	Name	Amount
03/10/2023	David A. Rotman	5,250.00
12/01/2021	File and Serve Express	7.00
01/03/2022	File and Serve Express	150.00
03/01/2022	File and Serve Express	42.10
04/01/2022	File and Serve Express	0.00
04/01/2022	File and Serve Express	15.00
06/02/2022	File and Serve Express	220.00
07/01/2022	File and Serve Express	14.00
03/07/2023	File and Serve Express	7.00
03/16/2023	File and Serve Express	7.00
09/05/2023	File& ServeXpress	118.47
10/04/2023	File& ServeXpress	39.49
02/05/2024	File& ServeXpress	53.89
06/05/2024	File& ServeXpress	78.26
06/06/2024	File& ServeXpress	99.46
07/24/2023	Hemming Morse, LLP	45,266.00
08/19/2021	LWDA	75.00
09/22/2021	One Legal LLC	41.18
10/12/2021	One Legal LLC	32.94
10/12/2021	One Legal LLC	32.94
10/13/2021	One Legal LLC	1,487.22
08/03/2022	One Legal LLC	75.57
08/09/2022	One Legal LLC	10.30
08/30/2022	One Legal LLC	10.30
04/04/2024	One Legal LLC	19.47
06/05/2023	PACER	7.40
02/08/2024	Public Portal Transaction	11.00
03/22/2024	Public Portal Transaction	5.50
03/27/2024	Public Portal Transaction	25.00
04/11/2024	Public Portal Transaction	3.00
04/18/2024	Public Portal Transaction	1.00
05/06/2024	Public Portal Transaction	11.00
02/28/2022	Thomson Reuters-West	70.4
05/31/2022	Thomson Reuters-West	79.26
06/30/2022	Thomson Reuters-West	85.01
07/31/2022	Thomson Reuters-West	36.21
06/13/2023	Thomson Reuters-West	26.99
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EXHIBIT C

**CONFIDENTIAL AND PRIVILEGED WORK-PRODUCT
JOINT PROSECUTION AGREEMENT**

***Sanders v. Kaiser Foundation Hospitals et al.*
Moreno et al. v. Kaiser Foundation Hospitals
*Halfhill v. Kaiser Foundation Hospitals***

This Joint Prosecution Agreement (“Agreement” or “JPA”) is between and among the following parties: Setareh Law Group (“SLG”), Bradley/Grombacher, LLP (“BG”), and Sommers Schwartz, P.C. and The Restis Law Firm, P.C. (Sommers Schwartz and Restis Law Firm collectively “SS”). SLG, BG and SS shall be collectively referred to as “the Attorneys.”

WHEREAS Plaintiff Tonya Halfhill through her attorneys, BG, filed a putative class action alleging various wage and hour claims under California law, pending in the Alameda County Superior Court captioned *Halfhill v. Kaiser Foundation Hospitals*, Case No. RG21096610 (the “Halfhill Action”).

WHEREAS Plaintiff Danyell Sanders through her attorneys, SLG, filed a putative class action, alleging various wage and hour claims under California law, which is currently pending in the San Francisco County Superior Court captioned *Sanders v. Kaiser Foundation Hospitals, et al.*, case number CGC-21-595263 (the “Sanders Action”).

WHEREAS Plaintiffs Mario Moreno and Susie Drennan through their attorneys, SS, filed a putative class action, alleging various wage and hour claims under California law, which is currently pending in the San Diego Superior Court captioned *Moreno et al. v. Kaiser Foundation Hospitals*, case number 37-2021-00042468-CU-OE-CTL (the “Moreno Action”).

WHEREAS the Parties in the Halfhill, Sanders and Moreno Actions, along with their Attorneys SLG, BG and SS, believe it is in the Parties’ and the Attorneys’ best interest to continue to work together for the common good of the class members and aggrieved employees;

IT IS HEREBY AGREED THAT:

1. The Parties in the Halfhill, Sanders and Moreno Actions, along with their Attorneys, SLG, BG and SS, agree to jointly pursue the claims asserted in the Halfhill, Sanders and Moreno Actions (“All Actions”), and that SLG, BG and SS will serve as co-counsel in the above-described litigations.

2. The Plaintiffs will execute this joint prosecution and fee-sharing agreement, reflecting the agreement reached herein.

CONFIDENTIAL AND PRIVILEGED WORK-PRODUCT
JOINT PROSECUTION AGREEMENT
Sanders v. Kaiser Foundation Hospitals et al.
Moreno et al. v. Kaiser Foundation Hospitals
Halfhill v. Kaiser Foundation Hospitals

3. The Parties and the Attorneys will coordinate their activities in connection with this joint prosecution agreement and they will keep each other informed of all material developments and shall share responsibility for oversight and the conduct of day-to-day activities in this litigation.

4. The Parties and the Attorneys will cooperate and make their best efforts to effectuate the recovery of reasonable costs and fees in the event of the successful prosecution and/or settlement of the underlying actions or any portion thereof. If necessary, at that time and in that event, each of the Parties' Attorneys' shall submit to the Court their costs and a summary of their time sheets quantifying and describing the general nature of all common benefit work performed by the respective law firm on behalf of the Plaintiffs in such action and/or on behalf of the putative class and aggrieved employees. If a Court requires it, each of the Parties' counsel shall submit to the Court their time sheets quantifying and describing the worked performed. Notwithstanding the foregoing, regardless of the number of the hours worked by each firm, it is hereby agreed that the Parties shall share in any recovery as follows:

5. The attorneys' fees earned and awarded in All Actions shall be divided as follows:

(a) 60% (Sixty percent) of the total earned attorney's fees in All Actions will be allocated to the SETAREH LAW GROUP.

(b) 13.5% (Thirteen point five percent) of the total earned attorney's fees in All Actions will be allocated to BRADLEY/GROMBACHER, LLP.

(c) 26.5% (Twenty six point five percent) of the total earned attorney's fees in All Actions will be allocated to SOMMERS SCHWARTZ, P.C.

6. Any dispute between BG and any other firm other than SLG or SS pertaining to the attorneys' fees distribution and/or share, shall have no effect on the BG's portion of attorneys' fees in any form, shape or manner. Any attorneys' fees dispute between SLG or SS and any other firm, shall be limited to the share of SLG or SS's attorneys' fees and BG will not be a party to any such dispute or litigation.

7. Any dispute between SLG and any other firm other than BG or SS pertaining to the attorneys' fees distribution and/or share, shall have no effect on the SLG's portion of attorneys' fees in any form, shape or manner. Any attorneys' fees dispute between BG or SS and any other firm, shall be limited to the share of BG or SS's attorneys' fees and SLG will not be a party to any such dispute or litigation.

8. Any dispute between SS and any other firm other than SLG or BG pertaining to the attorneys' fees distribution and/or share, shall have no effect on the SS's portion of attorneys' fees in any form, shape or manner. Any attorneys' fees dispute between SLG or BG and any other firm, shall be limited to the share of SLG or BG's attorneys' fees and SS will not be a party to any such dispute or litigation.

9. This division of fees will not increase the fees paid by the representative plaintiffs or the class.

10. SLG, BG and SS, each warrant that at this time they do not have reason to believe that any other firm or attorney will seek fees for work completed on behalf of their respective clients, and furthermore, that should any other firm or attorney make a claim for fees for work which was completed prior to the date of this agreement or hereinafter, on the behalf of one of the representative clients or parties, each party shall be solely responsible for defending against said claims.

11. The foregoing sharing agreement shall survive the dismissal, voluntary or otherwise, of any of All Actions. In the event that any Firm or named Plaintiff is terminated or disqualified from any of the All Actions, or any causes of action therein for any reason, such termination or disqualification shall not defeat that counsel's entitlement to their share of any fees, as set forth above, that it would be entitled to under this Agreement.

12. The Parties will cooperate and coordinate in any settlement negotiations with Defendant and will keep each other informed of all material developments regarding such negotiations. All Parties understand that, in their respective actions, they have a fiduciary duty to putative class members and aggrieved employees and cannot place their own individual interests before those of the putative class members.

13. Each party will bear its own costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, internal copies etc., but may apply to the Court for reimbursement of such expenses where appropriate.

14. Third-party costs incurred specifically to support this litigation including expert fees, transcripts, reproduction of written and electronic discovery, etc. will be shared by the parties equally.

15. The Parties shall each receive reimbursement of their expenses as approved by the Court. Should the court award expenses in an amount less than that sought by the Parties, the expense award shall be divided pro rata based on the relative amounts of expenses submitted to the court by each of the parties, unless the court expressly concludes that particular defects in the

submission of specific expenses made by a particular party is the reason for failing to approve an expense; in which case the loss shall be borne entirely by the party who submitted the particular expense that was not approved unless such expense was agreed to and authorized by SLG, BG and SS.

16. Any disputes under this Agreement shall be submitted to Los Angeles County Superior Court and will be governed by the Laws of State of California.

17. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect.

18. This Agreement is the entire agreement between the Parties, and it supersedes any previous negotiations, agreements and understandings concerning the subject matters of this Agreement. This Agreement is intended to be and is final and binding. No modifications of this Agreement can be made except in writing signed by each of the Parties.

IN WITNESS WHEREOF, the undersigned have duly authorized and caused this Agreement to be executed:

Date: _____

Danyell Sanders

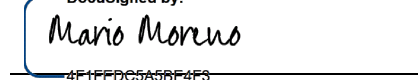


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Plaintiff

Date: 5/5/2023

Mario Moreno



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Plaintiff

Date: 5/5/2023

Susie Drennan



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Plaintiff

CONFIDENTIAL AND PRIVILEGED WORK-PRODUCT
JOINT PROSECUTION AGREEMENT
Sanders v. Kaiser Foundation Hospitals et al.
Moreno et al. v. Kaiser Foundation Hospitals
Halfhill v. Kaiser Foundation Hospitals

Date: _____

Tonya Halfhill

Plaintiff

Date: _____

BRADLEY/GROMBACHER, LLP

By: Marcus J. Bradley, Esq.
Kiley L. Grombacher

Date: 4/14/2023

SETAREH LAW GROUP


ID: ktp*elsHbzHbn9yx/wrUq3AhlJ

By: Shaun Setareh, Esq.

Date: 4/19/2023

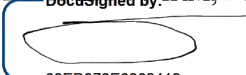
SOMMERS SCHWARTZ, P.C.



By: Kevin J. Stoops, Esq.

5/5/2023

THE RESTIS LAW FIRM, P.C.

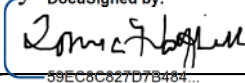
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By: William R. Restis, Esq.

CONFIDENTIAL AND PRIVILEGED WORK-PRODUCT
JOINT PROSECUTION AGREEMENT
Sanders v. Kaiser Foundation Hospitals et al.
Moreno et al. v. Kaiser Foundation Hospitals
Halfhill v. Kaiser Foundation Hospitals

Date: 4/19/2023

Tonya Halfhill


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Plaintiff

Date: 4/20/2023

BRADLEY/GROMBACHER, LLP



By: Marcus J. Bradley, Esq.
Kiley L. Grombacher

Date: 4/14/2023

SETAREH LAW GROUP


ID iktPeBR62H6n9yx7wrQg3AhD

By: Shaun Setareh, Esq.

Date: _____

SOMMERS SCHWARTZ, P.C.

By: Kevin J. Stoops, Esq.

CONFIDENTIAL AND PRIVILEGED WORK-PRODUCT
JOINT PROSECUTION AGREEMENT
Sanders v. Kaiser Foundation Hospitals et al.
Moreno et al. v. Kaiser Foundation Hospitals
Halfhill v. Kaiser Foundation Hospitals

eSignature Details

Signer ID:	KyVp2N47QV6b6gZV3N8f1DKF
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	104.180.15.40
Signed at:	Aug 29 2024, 11:32 am PDT