

CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class, Collective, and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Jona Stocker and Emeterio Basto, Jr. (“Plaintiffs”) and West Hills Hospital, HCA Health Services of California, Inc., and HCA Healthcare, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” mean the Plaintiffs’ pending lawsuits against Defendants captioned *Stocker v. West Hills Hospital, et al.*, initiated on April 2, 2021, Case No. 21STCV12683; *Basto v. West Hills Hospital*, initiated March 17, 2023, Case No. 23STCV05973; and *Basto v. West Hills Hospital*, initiated June 22, 2023, Case No. 23VECV02732, all pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means any and all persons employed by Defendants in California and classified as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Amended PAGA Notice” means the Amended Notice that Plaintiffs will jointly submit to the LWDA within ten (10) calendar days of execution of this Agreement by all Parties and their counsel that will include all facts, theories, and Labor Code provisions asserted in Plaintiffs’ April 2, 2021, July 6, 2022, and January 31, 2023 PAGA Notices, and will also assert claims for failure to reimburse business expenses, failure to pay sick pay wages at the regular rate of pay, and failure to pay vacation and/or holiday pay at the regular rate of pay. The Amended PAGA Notice will specifically assert claims, including but not limited to, Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and all applicable Wage Orders of the California Industrial Welfare Commission. Defense Counsel will be provided a draft of the Amended PAGA Notice for review and approval prior to the execution of this Agreement.

- 1.6. “Class” means all persons employed by Defendants and classified as an hourly paid, non-exempt employee during the Class Period.
- 1.7. “Class Counsel” means Samuel A. Wong, Jessica L. Campbell, and Joseph M. Szilagyi of Aegis Law Firm, PC (“Aegis”), and Normal B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Settlement Shifts.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from September 4, 2020 to May 12, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs Jona Stocker and Emeterio Basto, Jr. in the Actions seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representatives Service Payments” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.

- 1.17. “Defendants” means named Defendants West Hills Hospital, HCA Health Services of California, Inc., HCA Healthcare, Inc., and HCA-Hospital Corporation of America.
- 1.18. “Defense Counsel” means Richard J. Simmons, Jason W. Kearnaghan, Hilary A. Habib, and Ian A. Michalak of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.19. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) if an appeal is filed, the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- 1.20. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.
- 1.21. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.22. “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Gross Settlement Amount” means One Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) which is the total gross amount Defendant West Hills Hospital agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments, and the Administrator’s Expenses. Defendant West Hills Hospital will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.
- 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Settlement Shifts worked during the Class Period, less any and all Employee Paid Taxes required by

law as a result of the payment of the amount allocated to such Class Member as set forth herein. The back of the Individual Class 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.”

- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Settlement Shifts worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Objection to Settlement” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.
- 1.33. “PAGA Period” means the period from September 4, 2020 to May 12, 2024.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Penalties” means the total amount of \$70,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,500.00) and the 75% to LWDA (\$52,500.00) in settlement of PAGA claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Jona Stocker and Emeterio Basto, Jr. the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means: Defendants, HCA-Hospital Corporation of America, the University of California, the University of California at Los Angeles, the University of California at Los Angeles Medical Center, UCLA West Valley Medical Center, the University of California Board of Regents, and each of their past and present agents, employees, servants, officers, directors, managing agents, agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past and present employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.43. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement. I understand that by excluding myself, I will not receive money from the

settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys’ General Act.

- 1.44. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Second Amended Complaint” or “Operative Complaint” means Exhibit B to this Settlement that the Parties will stipulate to be filed effective as of the date the Court grants Preliminary Approval that will include all facts, theories, and Labor Code provisions asserted in Plaintiffs’ initial Complaints, Plaintiff Stocker’s First Amended Complaint, and will also assert claims for failure to reimburse business expenses, failure to pay sick pay wages at the regular rate of pay, and failure to pay vacation and/or holiday pay at the regular rate of pay. The Second Amended Complaint will specifically assert claims, including but not limited to, Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and all applicable Wage Orders of the California Industrial Welfare Commission. The Second Amended Complaint will add Plaintiff Emeterio Basto, Jr. as a Plaintiff to the Stocker case (Case No. 21STCV12683). Upon the Court granting Final Approval of this Settlement and the Court’s approval of the filing of the Second Amended Complaint, Plaintiff Emeterio Basto, Jr. and his counsel will take all necessary actions to obtain dismissal of the Basto Proposed Class Action and Basto PAGA Action (Case Nos. 23STCV05973 and 23VECV02732). Should the Settlement not receive Final Approval or if the Basto Proposed Class Action and Basto PAGA Action are not dismissed, this Settlement is null and void and the Second Amended Complaint shall have no force and effect, and pursuant to this Paragraph 1.45, the Parties and the Actions shall return to their respective positions prior to the earliest date this Settlement was signed. Defense Counsel will be provided a draft of the Second Amended Complaint for review prior to the execution of this Agreement. This is a material provision of this Settlement.
- 1.46. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.47. “Settlement Shifts” means the total number of shifts worked by each Class Member during Class Period and each Aggrieved Employee during the PAGA Period.

2. RECITALS.

- 2.1. On April 2, 2021, Plaintiff Jona Stocker filed a Complaint alleging causes of action against Defendants for violations under the Labor Code and Business and Professions Code for: (1) failure to pay wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to timely pay wages owed upon separation from employment; (5) failure to provide accurate itemized wage statements; and (6) violation of the Unfair Competition law (the “Complaint”). On or about October 18, 2021, Plaintiff Jona Stocker filed a First Amended Complaint, asserting an additional cause of action for violation of the Private Attorneys General Act (“PAGA”) (the “First Amended Complaint”).
- 2.2. On March 17, 2023, Plaintiff Emeterio Basto, Jr. filed a Complaint alleging causes of action against Defendant West Hills Hospital under the Labor Code and Business and Professions Code for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse business expenses; (8) waiting time penalties; and (9) failure to pay sick pay wages (the “Basto Proposed Class Action”).
- 2.3. On June 22, 2023, Plaintiff Emeterio Basto, Jr. filed a Complaint against Defendant West Hills Hospital alleging a single cause of action under the Private Attorneys General Act (“PAGA”) (the “Basto PAGA Action”).
- 2.4. Pursuant to Paragraph 1.45, Plaintiffs will submit to the Court as Exhibit B to this Agreement a Second Amended Complaint that will be effective as of the date the Court grants Preliminary Approval. The Second Amended Complaint is referred to herein as the “Operative Complaint.” A copy of the Second Amended Complaint will be provided to Defendants’ counsel for review, comment, and approval, prior to the execution of this Agreement.

Defendants deny the allegations in the Basto Proposed Class Action, Basto PAGA Action, Complaint, First Amended Complaint, and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending a PAGA notice on April 2, 2021, July 6, 2022, January 31, 2023, and in Plaintiffs’ forthcoming Amended PAGA Notice. A copy of the Amended PAGA Notice will be provided to Defendants’ counsel for review, comment, and approval, prior to the execution of this Agreement.
- 2.6. On April 18, 2025, the Plaintiff Jona Stocker and Defendants participated in an all-day mediation presided over by mediator Deborah Crandall-Saxe, Esq. which led to this Agreement to settle the Actions.

2.7. Prior to mediation and in negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, relevant information from Defendants, including but not limited to, employee time and payroll records, records relating to Plaintiffs, Defendants' policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs also took two depositions of Defendants' Persons Most Knowledgeable. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk / Kullar*").

2.8. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant West Hills Hospital promises to pay the total gross amount of One Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) and no more (except as described in Paragraph 10) as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payments to the Class Representatives of \$15,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payments shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for all Employee Paid Taxes owed on the Class Representatives' Service Payments. The Class Representatives' Service Payments will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement and is conditioned on the execution by Plaintiffs of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$420,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$90,000. Defendants will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiffs and/or Class Counsel will seek to recover such payments as part of Plaintiffs' Motion for Final Approval which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Settlement Shifts for all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Settlement Shifts. Each Participating Class Member will receive a minimum Individual Class Payment of \$10.00, regardless of each Participating Class Member's Settlement Shifts.

3.2.4.1. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,500.00) by the total number of Settlement Shifts worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Settlement Shifts. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member and Aggrieved Employee Settlement Shifts. Based on a review of its records to date, Defendants estimate there are 1,526 Class Members and Aggrieved Employees who collectively worked a total of approximately 441,000 Settlement Shifts.

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant West Hills Hospital shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Paid Taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant West Hills Hospital funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make

any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 6. RELEASES OF CLAIMS.** Effective on the date when Defendant West Hills Hospital fully funds the entire Gross Settlement Amount and funds all Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Release. As a condition of receiving any portion of the Class Representatives' Service Payments, Plaintiffs and each of Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendants) from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendants and Plaintiffs' compensation while so employed ("Plaintiff's Release"). Plaintiffs' Release includes all claims asserted in the Actions and arising from or related to the facts and claims alleged in the Actions or the Amended PAGA Notice, or that could have been raised in the Actions or the Amended PAGA Notices based on the facts and claims alleged. Plaintiffs' Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11040, 11070, 11090,

11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in a stand-alone individual settlement agreement.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims asserted in the Actions, as amended, and arising from the facts alleged in the Actions or the Amended PAGA Notice, or that could have been raised in the Actions or the Amended PAGA Notice based on the facts alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; missed/short/late/interrupted meal period, rest period, and/or recovery period

wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; inaccurate wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties, non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and all claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206 210, 216 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 248.5, 432, 432.5, 437.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq*; the California Civil Code, to include but not limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California common law of contract the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

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

- 6.3 Release by Aggrieved Employees: Plaintiffs, the Labor and Workforce Development Agency, and the State of California through Plaintiffs as their agents and/or proxies, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs' Operative Complaint, as amended, and in the Amended PAGA Notice, including but not limited to: claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; and generally all claims that could have been brought based on the facts alleged in the Operative Complaint and Amended PAGA Notice arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 248.5, 432, 432.5, 432.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5) ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Los Angeles County Superior Court's current requirements for Preliminary Approvals, as applicable.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (vii) a draft Second Amended Complaint; and (viii) the Amended PAGA Notice. Plaintiffs will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.

7.2 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Settlement Shifts in the Class Data, and whether the escalator clause has been triggered.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Settlement Shifts (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4 The deadlines for Class Members’ written objections, Challenges to Settlement Shifts, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,

such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Paragraphs 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph

6.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

8.6 Challenges to Calculation of Settlement Shifts. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Settlement Shifts (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Settlement Shifts contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Settlement Shifts shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Settlement Shifts to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also

maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Settlement Shifts received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Settlement Shift Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Settlement Shifts. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. In advance of the filing of Plaintiffs’ Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set

by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants represent that the approximately 1,526 Class Members have worked approximately 441,000 Settlement Shifts during the Class Period. If the actual number of Settlement Shifts worked by the Class Members during the Class Period grows by more than ten percent (10%), or more than 44,100 Settlement Shifts through the Class Period (i.e. May 12, 2024), Plaintiffs have the option to jointly nullify this Agreement. Plaintiffs shall jointly provide ten (10) business days' notice of such intent to nullify prior to taking any action with the court. During this 10-day nullification notice period, Defendants, at their exclusive discretion, may: (1) increase the Gross Settlement Amount proportionately for the excess increase in the total number of Settlement Shifts worked by Class Members during the Class Period, or (2) modify the applicable Class Period end date to a date prior to May 12, 2024 to avoid incurring the pro rata increase. In the event Defendants opt to increase the Gross Settlement Amount due to the total Settlement Shifts during the Class Period exceeding 485,100, the Gross Settlement Amount increase will account for 10% tolerated increase. For example, if the total number of Settlement Shifts by Class Members during the Class Period increases by 11% beyond 441,000 Settlement Shifts, the Gross Settlement Amount will increase by 1% (actual increase minus the 10% tolerated increase).
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. The Parties retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents

in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. Further, if for any reason the Court does not grant Preliminary Approval or Final Approval, the Second Amended Complaint attached hereto as Exhibit B shall have no force or effect. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Defendants, Class Counsel, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. The Parties agrees to immediately notify each other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed

to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits referenced herein shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release related to the Settlement. This Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsel's personal or firm website(s).

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendants, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250

Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
Email: jszilagyi@aegislawfirm.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw.
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 367-9913
Nick@bamlawca.com

To Defendants:

Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Ian A. Michalak
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppardmullin.com
jkearnaghan@sheppardmullin.com
hhabib@sheppardmullin.com
imichalak@sheppardmullin.com

- 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

On Behalf of Plaintiffs:

Dated: September 4, 2025 _____

DocuSigned by:
Jona Andrews-Stocker
09B0D8799B06425

Jona Stocker, Plaintiff

Dated: _____

Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: _____

West Hills Hospital, Defendant
Name:
Title:

Dated: _____

HCA Health Services of California, Inc.,
Defendant
Name:
Title:

Dated: _____

HCA Healthcare, Inc., Defendant
Name:
Title:

On Behalf of Plaintiffs:

Dated: _____

09/04/2025

Dated: _____

Jona Stocker, Plaintiff



Emeterio Leo P. Basto Jr (Sep 4, 2025 17:58:01 PDT)

Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: 9/3/2025

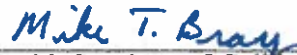


West Hills Hospital, Defendant

Name: Jackie Van Blaricum

Title: Division President

Dated: 9/3/2025



HCA Health Services of California, Inc.,
Defendant

Name: Mike T. Bray

Title: Vice President

Dated: 09-02-2025



HCA Healthcare, Inc., Defendant

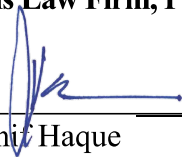
Name: John M. Franck II

Title: Vice President - Legal + Corporate security

APPROVED AS TO FORM & CONTENT

Aegis Law Firm, PC

Dated: September 4, 2025



Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: _____

AJ Bhowmik
Attorneys for Plaintiff Emeterio Basto, Jr.

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

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital

APPROVED AS TO FORM & CONTENT

Aegis Law Firm, PC

Dated: _____

Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: 09/05/2025


AJ Bhowmik
Attorneys for Plaintiff Emeterio Basto, Jr.

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

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital

APPROVED AS TO FORM & CONTENT

Aegis Law Firm, PC

Dated: _____

Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: _____

AJ Bhowmik
Attorneys for Plaintiff Emeterio Basto, Jr.

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

Dated: September 5, 2025



Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Jona Stocker, et al. v. West Hills Hospital, et al.
Case No. 21STCV12683 – Los Angeles County Superior Court*

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against West Hills Hospital, HCA Health Services of California, Inc., HCA Healthcare, Inc., and HCA-Hospital Corporation of America (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former employees Jona Stocker and Emeterio Basto, Jr. (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendants during the Class Period (September 4, 2020 to May 12, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period (September 4, 2020 to May 12, 2024) (“Aggrieved Employees”).

Defendants vigorously deny all allegations and contend that the Class Members and Aggrieved Employees were treated lawfully at all times and therefore are not entitled to recover anything in this action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] shifts** during the Class Period and **you worked [REDACTED] shifts** during the PAGA Period. If you believe that you worked more shifts during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed PAGA Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (see "Released Class Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Class Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid

Settlement Written Objections Must be Submitted by 	to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Shifts Written Challenges Must be Submitted by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many shifts you worked during the Class Period and how many shifts you worked during the PAGA Period, respectively. The number of shifts you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice. S

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Actions accuse Defendants of violating California labor laws by failing to pay all minimum wages and overtime wages (including all straight time and double-time compensation), sick pay, vacation pay, holiday pay, wages due during and upon termination, and reimbursable expenses; by failing to provide meal periods, rest breaks, accurate itemized wage statements, and accurate business records; and by failing to provide suitable seating. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Kashif Haque, Samuel A. Wong, Jessica L. Campbell, and Joseph M. Szilagyi from Aegis Law Firm, PC, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather

than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (b) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. Defendants Will Pay \$1,200,000 as the Gross Settlement Amount (Gross Settlement).

Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payments, Class Counsels’ attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final 61 days after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

i. Up to \$420,000.00 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$90,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.

ii. Up to \$15,000 to each Plaintiff as the Class Representative Payments for filing the Actions, working with Class Counsel and representing the Class. Class Representative Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

iii. Up to \$17,500 to the Administrator for services administering the Settlement.

- iv. Up to \$70,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA shifts.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period shifts.

d. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to e.g., interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

g. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

h. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over shifts, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

i. Participating Class Members’ Release. After the Judgment is final and Defendants has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the “Released Class Claims.” The Released Class Claims include all claims asserted in the Actions, as amended, and arising from the facts alleged in the Actions or the Amended PAGA Notice, or that could have been raised in the Actions or the Amended PAGA Notice based on the facts alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; inaccurate wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California’s paid sick leave laws; failure to provide supplemental paid sick leave;

unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties, non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and all claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 248.5, 432, 432.5, 437.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq*; the California Civil Code, to include but not limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California common law of contract the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

j. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class

Members are as follows:

Plaintiffs, the Labor and Workforce Development Agency, and the State of California through Plaintiffs as their agents and/or proxies, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs' Operative Complaint, as amended, and in the Amended PAGA Notice, including but not limited to: claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; and generally all claims that could have been brought based on the facts alleged in the Operative Complaint and Amended PAGA Notice arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 248.5, 432, 432.5, 432.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5) ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (i) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members, and (ii) multiplying the result by the number of shifts worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (i) dividing \$17,500 by the total number of PAGA shifts worked by all Aggrieved Employees and (ii) multiplying the result by the number of PAGA shifts worked by each individual Aggrieved Employee.

c. Shift Challenges. The number of Class shifts you worked during the Class Period and the number of shifts you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of shifts credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of shifts based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve shifts challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the "West Hills Hospital Class Action" and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You

must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [redacted], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 business days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (a) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (b) which concurrently seeks payments for Fees, Litigation Expenses, Service Payments, and all other payments identified in this Notice. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at (time) [redacted] in Department [redacted] of the Los Angeles Superior Court, located at [redacted]. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defendants' Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted] (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to [redacted].

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Aegis Law Firm, PC: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Joseph M. Szilagyi; and Blumenthal Nordrehaug Bhowmik De Blouw LLP: Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw.

Email Address: jcampbell@aegislawfirm.com; jszilagyi@aegislawfirm.com; Nick@bamlawca.com

Mailing Address: Aegis Law Firm, PC, at 9811 Irvine Center Drive, Suite 100; Blumenthal Nordrehaug Bhowmik De Blouw LLP, at 2255 Calle Clara, La Jolla, CA 92037

Telephone: Aegis: (949) 379-6250; Blumenthal: (858) 367-9913

Defendants' Counsel:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A Limited Liability Partnership

Including Professional Corporations

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333 South Hope Street, 43rd Floor

Los Angeles, California 90071-1422

Telephone: 213-620-1780

Facsimile: 213-620-1398

Settlement Administrator:

Name of Company: [redacted]

Email Address: [redacted]

Mailing Address: [redacted]

Telephone: [redacted]

Fax Number: [redacted]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
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Attorneys for Plaintiffs Jona Stocker, individually and on behalf of all
others similarly situated.

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

JONA STOCKER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

HCA HEALTH SERVICES OF
CALIFORNIA, INC.; WEST HILLS
HOSPITAL; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 21STCV12683

*Assigned For All Purposes to the:
Hon. Samantha P. Jessner
Dept. 7*

SECOND AMENDED COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Pay All Wages Due Within the
Required Time and Upon Separation of
Employment;
6. Failure to Furnish Accurate Wage
Statements;
7. Failure To Reimburse Employees For
Required Expenses;
8. Failure To Pay Sick Pay Wages;
9. Violation of Business and Professions
Code §§ 17200, *et seq.* ; and
10. Enforcement of the Private Attorneys
General Act of 2004 Cal. Lab. Code §§
2698, *et seq.*

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs Emeterio Basto, Jr.,
12 individually and on behalf of all others similarly situated.
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1 Plaintiffs Jona Stocker and Emeterio Basto, Jr., individually and on behalf of others
2 similarly situated, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Jona Stocker and Emeterio Basto, Jr. (“Plaintiffs”) bring this putative
5 class action pursuant to California Code of Civil Procedure section 382 and representative action
6 pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”), on
7 behalf of Plaintiffs and all non-exempt employees employed by, or formerly employed by, HCA
8 Health Services of California, Inc.; West Hills Hospital; and DOES 1 through 20, inclusive
9 (collectively, “Defendants”) within the State of California.

10 2. Defendants are in the healthcare industry.

11 3. Through this action, Plaintiffs allege that Defendants have engaged in a systematic
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
14 competition.

15 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) Failing to pay minimum wage and overtime wages;
 - 18 (b) Failing to provide meal periods or compensation in lieu thereof;
 - 19 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
20 thereof;
 - 21 (d) Failing to reimburse employees for required expenses;
 - 22 (e) Failing to pay sick pay wages;
 - 23 (f) Failing to pay vacation and holiday wages, including failing to pay the
24 correct rate of vacation and holiday wages;
 - 25 (g) Willfully failing to provide accurate, semi-monthly itemized wage
26 statements; and
 - 27 (h) Failing to pay all wages due upon separation of employment.
- 28

5. Plaintiffs bring this lawsuit seeking monetary relief against Defendants on behalf of themselves and all other members of the general public similarly situated in California to recover, among other things, unpaid wages and benefits, interest, attorney's fees, costs and expenses and penalties (to the extent permitted by law) pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2802 and all applicable Wage Orders and other applicable laws.

JURISDICTION AND VENUE

6. This is a class action, pursuant to California Code of Civil Procedure § 382 and representative action pursuant to PAGA. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

THE PARTIES

9. Plaintiffs are citizens of California. Plaintiffs were employed by Defendants during the Class Period in California.

10. Plaintiffs are informed and believe, and thereon allege, that Defendants were and are corporations doing business in California and, at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees are engaged throughout this county and the State of California.

1 11. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
3 Complaint and serve such fictitiously named Defendants once their names and capacities become
4 known.

5 12. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20 are
6 the partners, agents, owners, shareholders, managers or employees of Defendants, at all relevant
7 times.

8 13. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts
9 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1
10 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
11 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
12 policy of Defendants.

13 14. At all relevant times, Defendants, and each of them, acted within the scope of such
14 agency or employment, or ratified each and every act or omission complained of herein. At all
15 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and
16 all the other Defendants in proximately causing the damages herein alleged.

17 15. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants
18 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
19 occurrences and transactions alleged herein.

20 **CLASS ACTION ALLEGATIONS**

21 16. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of
22 themselves and all other members of the general public similarly situated who were affected by
23 Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order
24 violations.

25 17. All claims alleged herein arise under California law for which Plaintiffs seek relief
26 authorized by California law.

27 18. Plaintiffs' proposed class consists of and is defined as follows:

28 Class:

1 All California citizens currently or formerly employed as non-exempt employees by
2 Defendants in California at any time between September 4, 2020¹ and the date of class
certification.

3 19. Plaintiffs also seek to certify the following Subclasses:

4 Alternative Workweek Subclass:

5 All Class members subject to an alternative workweek schedule at any time between
September 4, 2020 and the date of class certification.

6 Waiting Time Subclass:

7 All Class members who separated their employment from Defendants at any time between
8 September 4, 2020 and the date of class certification.

9 20. Plaintiffs reserve the right to establish other or additional subclasses, or modify any
Class or Subclass definition, as appropriate.

10 21. Members of the class and subclass described above will be collectively referred to
11 as “class members.” Plaintiffs reserve the right to re-define the above class and subclass and add
12 additional subclasses as appropriate based on investigation, discovery and specific theories of
13 liability.

14 22. This action has been brought and may properly be maintained as a class action
15 under the California Code of Civil Procedure § 382 because there are common questions of law and
16 fact as to the Class that predominate over questions affecting only individual members including,
17 but not limited to:

- 18 a. Whether Defendants required Plaintiffs and class members to work over 8
19 hours per day, over 12 hours per day and/or over 40 hours per week and
20 failed to pay them proper overtime compensation;
21 b. Whether Defendants required Plaintiffs and Alternative Workweek Subclass
22 members to work outside of their regularly scheduled alternative workweek
23 schedule and failed to pay them proper overtime compensation;
24 c. Whether Defendants failed to properly implement an Alternative Workweek
25 and thus failed to pay proper overtime compensation;
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27
28 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- d. Whether Defendants failed to pay Plaintiffs and class members for all time spent under Defendants' control;
- e. Whether Defendants failed to pay Plaintiffs and class members the correct overtime and double time rates;
- f. Whether Defendants deprived Plaintiffs and class members of meal periods or required Plaintiffs and class members to work through meal periods;
- g. Whether Defendants deprived Plaintiffs and class members of paid rest breaks or required Plaintiffs and class members to work through rest breaks;
- h. Whether Defendants failed to timely pay Plaintiffs and class members all wages due upon termination or within 72 hours of resignation;
- i. Whether Defendants failed to furnish Plaintiffs and class members with accurate, itemized wage statements;
- j. Whether Defendants failed to reimburse Plaintiffs and class members for required work expenses;
- k. Whether Defendants failed to pay all sick pay wages to Plaintiffs and class members;
- l. Whether Defendants failed to pay all vacation and holiday wages to Plaintiffs and class members; and
- m. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

23. There is a well-defined community of interest in this litigation and the proposed class and subclasses are readily ascertainable:

- (a) Numerosity: The members of the class and subclass are so numerous that joinder of all members is impractical. Although the members of the entire class and subclass are unknown to Plaintiffs at this time, on information and belief, the class is estimated to be greater than one hundred (100) individuals. The identities of the class and subclass are readily ascertainable by inspection of Defendants' employment and payroll records.

- 1 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the claims
2 (or defenses, if any) of the class because Defendants' failure to comply with the
3 provisions of California wage and hour laws entitled each class member to similar
4 pay, benefits and other relief. The injuries sustained by Plaintiffs are also typical
5 of the injuries sustained by the class and subclass, because they arise out of and are
6 caused by Defendants' common course of conduct as alleged herein.
- 7 (c) Adequacy: Plaintiffs will fairly and adequately represent and protect the interests
8 of all members of the class and subclass because it is in their best interests to
9 prosecute the claims alleged herein to obtain full compensation and penalties due
10 her and the class and subclass. Plaintiffs' attorneys, as proposed class counsel, are
11 competent and experienced in litigating large employment class actions and versed
12 in the rules governing class action discovery, certification and settlement. Plaintiffs
13 have incurred and, throughout the duration of this action, will continue to incur
14 attorney's fees and costs that have been and will be necessarily expended for the
15 prosecution of this action for the substantial benefit of each class member.
- 16 (d) Superiority: The nature of this action makes use of class action adjudication
17 superior to other methods. A class action will achieve economies of time, effort
18 and expense as compared with separate lawsuits, and will avoid inconsistent
19 outcomes because the same issues can be adjudicated in the same manner and at
20 the same time for the entire class and subclass. If appropriate this Court can, and
21 is empowered to, fashion methods to efficiently manage this case as a class action.
- 22 (e) Public Policy Considerations: Employers in the State of California violate
23 employment and labor laws every day. Current employees are often afraid to assert
24 their rights out of fear of direct or indirect retaliation. Former employees are fearful
25 of bringing actions because they believe their former employers might damage their
26 future endeavors through negative references and/or other means. Class actions
27 provide the class members who are not named in the complaint with a type of
28

1 anonymity that allows for the vindication of their rights at the same time as
2 affording them privacy protections.

3
4 **GENERAL ALLEGATIONS**

5 24. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
6 persons as non-exempt employees.

7 25. Defendants employed Plaintiffs in a non-exempt position at Defendants' California
8 business location(s) during the relevant time period.

9 26. Defendants continue to employ non-exempt employees within California.

10 27. Plaintiffs are informed and believe, and thereon allege, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
12 were knowledgeable about California wage and hour laws, employment and personnel practices
13 and the requirements of California law.

14 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs, class members, and other aggrieved employees were entitled to
16 receive certain wages for overtime compensation. In violation of the Labor Code and IWC Wage
17 Orders, Plaintiffs, class members, and other aggrieved employees were not properly paid for all of
18 their overtime because Defendants required Plaintiffs, Alternative Workweek Subclass members,
19 and other aggrieved employees to work outside of their regularly scheduled alternative workweek
20 schedule and failed to pay them proper overtime compensation. Alternatively, Defendants failed to
21 implement a proper alternative workweek and thus owe Plaintiffs, the Alternative Workweek
22 Subclass members, and other aggrieved employees unpaid overtime.

23 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs, class members, and other aggrieved employees were entitled to
25 receive minimum wage and overtime wages for all hours worked at the appropriate rate. In
26 violation of the Labor Code and IWC Wage Orders, Defendants failed to pay for minimum wage
27 and overtime wages to Plaintiffs, class members, and other aggrieved employees for time spent
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1 under Defendants' control while off the clock, and Defendants paid Plaintiffs, class members, and
2 other aggrieved employees less than the required rate for overtime and/or double time.

3 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs, class members, and other aggrieved employees were entitled to
5 receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs', class members',
6 and other aggrieved employees' regular rate of pay when they did not receive a timely,
7 uninterrupted meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs, class
8 members, and other aggrieved employees did not receive all meal periods or payment of one (1)
9 additional hour of pay at Plaintiffs', class members', and other aggrieved employees' regular rate
10 of pay when they did not receive a timely, uninterrupted meal period.

11 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that Plaintiffs, class members, and other aggrieved employees were entitled to
13 receive all rest breaks or payment of one (1) additional hour of pay at Plaintiffs', class members',
14 and other aggrieved employees regular rate of pay when a rest break was missed. In violation of
15 the Labor Code and IWC Wage Orders, Plaintiffs, class members, and other aggrieved employees
16 did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiffs', class
17 members', and other aggrieved employees' regular rate of pay when a rest break was missed.

18 32. Plaintiffs are informed and believe, and thereon allege, that Defendants
19 intentionally and knowingly failed to reimburse and indemnify Plaintiffs, class members, and other
20 aggrieved employees for required business expenses incurred by the Plaintiffs, class members, and
21 other aggrieved employees in direct consequence of discharging their duties on behalf of Defendant.
22 Under California Labor Code Section 2802, employers are required to indemnify employees for all
23 expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
24 states that "an employer shall indemnify his or her employee for all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
26 her obedience to the directions of the employer, even though unlawful, unless the employee, at the
27 time of obeying the directions, believed them to be unlawful."
28

1 33. Plaintiffs are informed and believe, and thereon allege, that, in the course of their
2 employment, Plaintiffs, class members, and other aggrieved employees as a business expense, were
3 required by Defendant to use their own personal cellular phones as a result of and in furtherance of
4 their job duties as employees for Defendant but are not reimbursed or indemnified by Defendant
5 for the cost associated with the use of their personal cellular phones for Defendant's benefit.
6 Specifically, Plaintiffs, class members, and other aggrieved employees were required by Defendant
7 to use their personal cellular phones. As a result, in the course of their employment with Defendant,
8 Plaintiffs, class members, and other aggrieved employees incurred unreimbursed business expenses
9 which included, but were not limited to, costs related to the use of their personal cellular phones all
10 on behalf of and for the benefit of Defendant.

11 34. Plaintiffs are informed and believe, and thereon allege, that Defendants underpaid
12 sick pay wages to Plaintiffs, class members, and other aggrieved employees by failing to pay such
13 wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, Plaintiffs
14 and other non-exempt employees earn non-discretionary remuneration. Rather than pay sick pay at
15 the regular rate of pay, Defendant underpaid sick pay to class members, and other aggrieved
16 employees at their base rates of pay.

17 35. Plaintiffs are informed and believe, and thereon allege, that Defendants violated
18 Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. Plaintiffs, class
19 members, and other aggrieved employees routinely earned non-discretionary incentive wages
20 which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base
21 rate of pay for Plaintiffs, class members, and other aggrieved employees, as opposed to the correct,
22 higher regular rate of pay, as required under Cal. Lab. Code Section 246.

23 36. Plaintiffs are informed and believe, and thereon allege, that, as a pattern and
24 practice, DEFENDANT regularly failed to pay Plaintiffs, class members, and other aggrieved
25 employees their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab.
26 Code Section 203. Further, Plaintiffs are informed and believe and based thereon allege that such
27 failure to pay sick pay at regular rate was willful, such that Plaintiffs, class members, and other
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aggrieved employees whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs, the Waiting Time Subclass members, and other aggrieved employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiffs, the Waiting Time Subclass members, and other aggrieved employees did not receive payment of all wages including, but not limited to, unpaid overtime compensation, within permissible time periods.

38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs, class members, and other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiffs, class members, and other aggrieved employees were not furnished with complete and accurate wage statements showing their accurate gross and net wages, and the number of hours worked at each applicable hourly rate, among other things.

39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known they had a duty to compensate Plaintiffs, class members, and other aggrieved employees and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES

(Violation of Labor Code §§ 200 *et seq.*, 223, 510, 511, 1182.12, 1194, 1194.2, 1197, 1198, and IWC Wage Order)

40. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

41. During the relevant time period, Defendants were required to compensate Plaintiffs and class members for all hours worked, pursuant to Labor Code §§ 223, 510, 511, 1194, 1198, and the applicable IWC Wage Order.

1 42. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
2 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
3 the minimum so fixed is unlawful.

4 43. Plaintiffs and Class Members were employees entitled to the protections of Labor
5 Code §§ 1194 and 1197.

6 44. During the relevant time period, Defendants failed to pay Plaintiffs and Class
7 Members all wages owed when Defendants did not pay for all hours worked, including, but not
8 limited to, hours spent working off-the-clock.

9 45. Labor Code § 510 codifies the right to overtime compensation at one and one-half
10 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
11 hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime
12 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
13 day or in excess of eight (8) hours in a day on the seventh day of work.

14 46. During the relevant time period, Defendants regularly failed to pay all wages to
15 Plaintiffs and class members for all hours worked at the appropriate overtime rate pursuant to Labor
16 Code §§ 510, 511, 1194, and 1198.

17 47. Labor Code § 511(b) provides an affected employee working longer than eight
18 hours but not more than 12 hours in a day pursuant to an alternative workweek schedule adopted
19 pursuant to this section shall be paid an overtime rate of compensation of no less than one and one-
20 half times the regular rate of pay of the employee for any work in excess of the regularly scheduled
21 hours established by the alternative workweek agreement and for any work in excess of 40 hours
22 per week. An overtime rate of compensation of no less than double the regular rate of pay of the
23 employee shall be paid for any work in excess of 12 hours per day and for any work in excess of
24 eight hours on those days worked beyond the regularly scheduled workdays established by the
25 alternative workweek agreement.

26 48. During the relevant time period, Defendants failed to pay Plaintiffs and Alternative
27 Workweek Subclass members all wages owed when Defendants failed to pay overtime wage and/or
28 double time wages for work performed outside of the regularly scheduled alternative workweek

1 schedule. Alternatively, Defendants failed to implement a proper alternative workweek and thus
2 owe Plaintiffs and Alternative Workweek Subclass members unpaid overtime.

3 49. During the relevant time period, Defendants failed to pay at least minimum wage
4 to Plaintiffs and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

5 50. As a direct and proximate result of Defendants' failure to pay Plaintiffs and class
6 members the required wages, Plaintiffs and class members are entitled to recover the unpaid
7 balance of their wages, including overtime compensation, as well as interest, costs and attorneys'
8 fees.

9 51. Pursuant to Labor Code § 1194.2, Plaintiffs and class members are entitled to
10 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

14 52. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
15 though fully set forth herein.

16 53. Labor Code § 226.7 provides that no employer shall require an employee to work
17 during any meal period mandated by the IWC Wage Orders.

18 54. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
19 any person for a work period of more than five (5) hours without a meal period of not less than 30
20 minutes, except that when a work period of not more than six (6) hours will complete the day's
21 work the meal period may be waived by mutual consent of the employer and the employee."

22 55. Labor Code § 512(a) provides that an employer may not require, cause or permit
23 an employee to work for a period of more than five (5) hours per day without providing the
24 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
25 total work period per day of the employee is not more than six (6) hours, the meal period may be
26 waived by mutual consent of both the employer and the employee.

27 56. Labor Code § 512(a) also provides that an employer may not employ an employee
28 for a work period of more than ten (10) hours per day without providing the employee with a second

1 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more
2 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
3 and the employee only if the first meal period was not waived.

4 57. During the relevant time period, Plaintiffs and class members did not receive
5 compliant meal periods for working more than five (5) and/or ten (10) hours per day because,
6 among other things, Defendants did not provide timely meal periods for shifts over five hours, and
7 Defendants did not provide a second meal period for shifts over 10 hours.

8 58. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order requires
9 an employer to pay an employee one additional hour of pay at the employee's regular rate of
10 compensation for each work day that the meal period is not provided.

11 59. At all relevant times, Defendants failed to pay Plaintiffs and class members meal
12 period premium for missed and untimely meal periods pursuant to Labor Code § 226.7(b) and
13 section 11 of the applicable IWC Wage Order.

14 60. As a result of Defendants' failure to pay Plaintiffs and class members an additional
15 hour of pay for each day a meal period was not provided, Plaintiffs and class members suffered and
16 continue to suffer a loss of wages and compensation.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PERMIT REST BREAKS**

19 (Violation of Labor Code § 226.7; Violation of IWC Wage Order § 12)

20 61. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
21 though fully set forth herein.

22 62. Labor Code § 226.7(a) provides that no employer shall require an employee to work
23 during any rest period mandated by the IWC Wage Orders.

24 63. Section 12 of the applicable IWC Wage Order states "every employer shall
25 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
26 middle of each work period" and the "authorized rest period time shall be based on the total hours
27 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"
28 unless the total daily work time is less than three and one-half (3½) hours.

1 64. During the relevant time period, Plaintiffs and class members did not receive a ten
2 (10) minute rest period for every four (4) hours or major fraction thereof worked because they were
3 required to work through their daily rest periods and/or were not authorized to take their rest
4 periods.

5 65. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
6 an employer to pay an employee one additional hour of pay at the employee's regular rate of
7 compensation for each work day that the rest period is not provided.

8 66. At all relevant times, Defendants failed to pay Plaintiffs and class members rest
9 period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and
10 section 12 of the applicable IWC Wage Order.

11 67. As a result of Defendants' failure to pay Plaintiffs and class members an additional
12 hour of pay for each day a rest period was not provided, Plaintiffs and class members suffered and
13 continue to suffer a loss of wages and compensation.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

16 (Violations of Labor Code §§ 201, 202 and 203)

17 68. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
18 though fully set forth herein.

19 69. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
20 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
21 an employee voluntarily leaves his employment, his wages shall become due and payable not later
22 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
23 previous notice of his intention to quit, in which case the employee is entitled to his wages at the
24 time of quitting.

25 70. During the relevant time period, Defendants willfully failed to pay Plaintiffs and
26 Waiting Time Subclass members who are no longer employed by Defendants all their earned wages
27 upon termination including, but not limited to, proper overtime compensation, vacation wages, and
28

1 holiday wages, either at the time of discharge or within seventy-two (72) hours of their leaving
2 Defendants' employ.

3 71. Defendants' failure to pay Plaintiffs and Waiting Time Subclass members who are
4 no longer employed by Defendants all their earned wages at the time of discharge or within seventy-
5 two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

6 72. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
7 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
8 the wages of the employee shall continue as a penalty from the due date at the same rate until paid
9 or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

10 73. Plaintiffs and Waiting Time Subclass members are entitled to recover from
11 Defendants the statutory penalty which is defined as Plaintiffs and class members' regular daily
12 wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day
13 maximum pursuant to Labor Code § 203.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

16 (Violation of Labor Code § 226)

17 74. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
18 though fully set forth herein.

19 75. California Labor Code § 226(a) requires employers to furnish their employees with
20 an accurate itemized writing that shows gross wages earned, total hours worked, all deductions and
21 reimbursements, net wages earned, the inclusive dates of the period for which the employee is paid,
22 the name of the employee and the portion of his or her social security number as required by law,
23 the name and address of the legal entity that is the employer and all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee.

26 76. Defendants have intentionally and willfully failed to provide Plaintiffs and class
27 members with complete and accurate wage statements. The deficiencies include, among other
28 things, the failure to correctly state the gross and net wages earned, total hours worked, and all

1 applicable hourly rates in effect and the number of hours worked at each hourly rate by Plaintiffs
2 and class members.

3 77. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
4 and class members have suffered injury and damage to their statutorily protected rights.
5 Specifically, Plaintiffs and class members have been injured by Defendants' intentional violation
6 of California Labor Code § 226(a) because they were denied both their legal right to receive, and
7 their protected interest in receiving, accurate itemized wage statements under California Labor
8 Code § 226(a). Plaintiffs has had to file this lawsuit in order to determine the extent of the
9 underpayment of wages, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would
10 not have had to engage in these efforts and incur these costs had Defendants provided the accurate
11 wages earned. This has also delayed Plaintiffs' ability to demand and recover the underpayment of
12 wages from Defendants.

13 78. California Labor Code § 226(a) requires an employer to pay the greater of all actual
14 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
15 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
16 attorney's fees and costs, to each employee who was injured by the employer's failure to comply
17 with California Labor Code § 226(a).

18 79. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and
19 class members from knowing, understanding and disputing the wages paid to them, and resulted in
20 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
21 intentional failure to comply with California Labor Code § 226(a), Plaintiffs and class members
22 have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be
23 shown according to proof at trial.

24 80. Plaintiffs and class members are also entitled to injunctive relief under California
25 Labor Code § 226(g), compelling Defendants to comply with California Labor Code § 226, and
26 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

3 (Violation of Labor Code § 2802)

4 81. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 82. Cal. Lab. Code § 2802 provides, in relevant part, that: An employer shall indemnify
7 his or her employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
9 employer, even though unlawful, unless the employee, at the time of obeying the directions,
10 believed them to be unlawful.

11 83. At all relevant times herein, Defendant violated Cal. Lab. Code § 2802, by failing
12 to indemnify and reimburse Plaintiffs and Class Members for required expenses incurred in the
13 discharge of their job duties for Defendant's benefit. Defendant failed to reimburse Plaintiffs and
14 Class Members for expenses which included, but were not limited to, costs related to using their
15 personal cellular phones on behalf of and for the benefit of Defendant. Specifically, Plaintiffs and
16 Class Members were required by Defendant to use their personal cellular phones and home offices
17 in order to perform work related job tasks. Defendant's policy and practice was to not reimburse
18 Plaintiffs and Class Members for expenses resulting from using their personal cellular phones and
19 home offices for Defendant within the course and scope of their employment for Defendant. These
20 expenses were necessary to complete their principal job duties. Defendant is estopped by Defendant
21 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
22 incurred by Plaintiffs and Class Members Defendant failed to indemnify and reimburse Plaintiffs
23 and Class Members for these expenses as an employer is required to do under the laws and
24 regulations of California.

25 84. Plaintiffs therefore demands reimbursement for expenditures or losses incurred by
26 Plaintiffs and Class Members in the discharge of their job duties for Defendant, or their obedience
27 to the directions of Defendant, with interest at the statutory rate and costs under Cal. Lab. Code §
28 2802

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY SICK WAGES**

3 (Violation of Labor Code § 201-204, 210, 233, 246)

4 85. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 86. Cal Lab. Code § 233 provides that an employer must permit an employee to use
7 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
8 entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
9 accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used
10 as paid sick time, an employee has a vested right to sick pay wages, which an employer must
11 calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt
12 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
13 which the employee uses paid sick time, whether or not the employee actually works overtime in
14 that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing
15 the employee's total wages, not including overtime premium pay, by the employee's total hours
16 worked in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218
17 and 233, employees may sue to recover underpaid sick pay wages as damages.

18 87. As a matter of policy and practice, Defendant pays sick pay wages to Plaintiffs and
19 Class Members at the incorrect rate of pay. Plaintiffs and Class Members regularly use accrued sick
20 leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and
21 practice, Defendant pays sick pay wages to Plaintiffs and Class Members at the base hourly pay, as
22 opposed to the regular rate of pay, which would consider all non- hourly remuneration in addition
23 to base hourly wages, or the rate resulting from dividing the employee's total wages, not including
24 overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90
25 days of employment. As a result, Defendant underpaid sick pay wages to Plaintiffs and Class
26 Members.

27 88. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
28 during each calendar month and are to be paid no later than the payday for the next regular payroll

1 period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon
2 use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for
3 the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal.
4 Lab. Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at
5 the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an
6 employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his
7 or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in
8 which case the employee is entitled to his or her wages at the time of quitting. The Labor Code
9 penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
10 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages
11 of the employee shall continue as a penalty from the due date, and at the same rate until paid, but
12 the wages shall not continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides
13 penalties for violations of Cal. Lab. Code § 204 and untimely payments during employment. Under
14 Cal. Lab. Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

15 89. As alleged herein and as a matter of policy and practice, Defendant routinely
16 underpays sick pay wages and thus did not timely pay Plaintiffs and Class Members all owing and
17 underpaid sick pay wages. As a result, Defendant violates Cal. Lab. Code §§ 201-204, 210, 233,
18 and 246, among other Labor Code provisions. Plaintiffs are informed and believe that Defendant
19 was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor
20 Code as it relates to Plaintiffs' allegations, especially since the California Supreme Court has
21 explained that "[c]ourts have recognized that 'wages' also include those benefits to which an
22 employee is entitled as a part of his or her compensation, including money, room, board, clothing,
23 vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103
24 (2007)(emphasis added). Because Defendant willfully fails to timely pay Plaintiffs and Class
25 Members all sick pay wages due, Defendant is subject to applicable penalties.

26 90. Such a pattern, practice, and uniform administration of corporate policy is unlawful
27 and entitles Plaintiffs and Class Members to underpaid sick pay wages, including interest thereon,
28 applicable penalties, attorney's fees, and costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

3 91. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
4 though fully set forth herein.

5 92. Defendants' conduct, as alleged herein, has been and continues to be unfair,
6 unlawful and harmful to Plaintiffs, class members and to the general public. Plaintiffs seek to
7 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure
8 § 1021.5.

9 93. Defendants' activities, as alleged herein, violate California law and constitute
10 unlawful business acts or practices in violation of California Business and Professions Code §§
11 17200, *et seq.*

12 94. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated
13 on the violation of any state or federal law.

14 95. Defendants' policies and practices have violated state law in at least the following
15 respects:

- 16 (a) Failing to pay Plaintiffs and class members all minimum wage and overtime
17 compensation in violation of Labor Code §§ 223, 510, 511, 1194, 1197, and 1198;
- 18 (b) Failing to provide meal periods without paying Plaintiffs and class members
19 premium wages for every day said meal periods were not provided in violation of
20 Labor Code §§ 226.7 and 512;
- 21 (c) Failing to authorize or permit rest breaks without paying Plaintiffs and class
22 members premium wages for every day said rest breaks were not authorized or
23 permitted in violation of Labor Code § 226.7;
- 24 (d) Failing to reimburse Plaintiffs and class members for the costs of business expenses
25 in violation of 2802;
- 26 (e) Failing to pay Plaintiffs and class members all sick pay wages in violation of 201-
27 204, 210, 233, 246;
- 28

1 (f) Failing to timely pay all earned wages to Plaintiffs and Waiting Time Subclass
2 members upon separation of employment in violation of Labor Code §§ 201, 202
3 and 203; and

4 (g) Failing to provide accurate, itemized wage statements to Plaintiffs and class
5 members in violation of Labor Code § 226.

6 96. Defendants intentionally avoided paying Plaintiffs' and class members' wages and
7 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
8 undercut their competitors and establish and gain a greater foothold in the marketplace.

9 97. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and class
10 members are entitled to restitution of the wages unlawfully withheld and retained by Defendants
11 during a period that commences September 4, 2020; an award of attorney's fees pursuant to Code
12 of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

13 **NINTH CAUSE OF ACTION**

14 **ENFORCEMENT OF PRIVATE ATTORNEYS GENERAL ACT**

15 (California Labor Code §§ 2698, *et seq.*)

16 98. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
17 though fully set forth herein.

18 99. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
19 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
20 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
21 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
22 an aggrieved employee on behalf of himself or herself and other current or former employees
23 pursuant to the procedures specified in Labor Code § 2699.3.

24 100. For all provisions of the Labor Code except those for which a civil penalty is
25 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
26 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
27 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
28 period in which Defendants violated these provisions of the Labor Code.

1 101. Defendants' conduct violates numerous Wage Order and Labor Code sections,
2 including, but not limited to, the following:

- 3 a. Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194, 1194.2,
4 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including
5 minimum wage and overtime wages) owed to Plaintiffs and other aggrieved
6 employees during employment and upon separation of employment as herein
7 alleged;
- 8 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
9 Plaintiffs and other aggrieved employees and failure to pay premium wages for
10 missed meal periods as herein alleged;
- 11 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and
12 other aggrieved employees and failure to pay premium wages for missed rest
13 periods as herein alleged;
- 14 d. Violation of Labor Code § 2802 for failing to reimburse Plaintiffs and class
15 members for the costs of business expenses as herein alleged;
- 16 e. Violation of Labor Code § 201-204, 210, 233, 246 for failing to pay Plaintiffs and
17 class members all sick pay wages as herein alleged;
- 18 f. Violation of Labor Code § 226 and 226.3 for failure to provide accurate itemized
19 wage statements to Plaintiffs and other aggrieved employees as herein alleged;
- 20 g. Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
21 complete records showing, among other things, the hours worked daily by and the
22 wages paid to aggrieved employees;
- 23 h. Violation of the applicable sections of the California Labor Code and the
24 requirements of the applicable Industrial Welfare Commission ("IWC") Wage
25 Order, when Defendants as a matter of company policy, practice and procedure,
26 intentionally, knowingly and systematically failed to provide Plaintiffs and the
27 other aggrieved employees suitable seating when the nature of these employees'
28 work reasonably permitted sitting.

102. Plaintiffs are an “aggrieved employee” because they were employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

103. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under PAGA.

104. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

105. Pursuant to Labor Code § 2699(g)(1), “[e]xcept as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit an employee’s right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.”

106. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiffs, on their own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

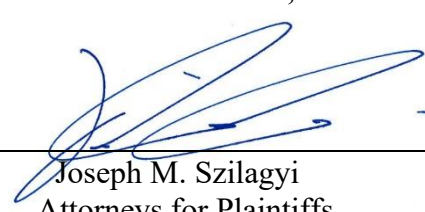
1. For certification of this action as a class action;
2. For appointment of Jona Stocker and Emeterio Basto, Jr. as the class representatives;

- 1 3. For appointment of Aegis Law Firm, PC and Blumenthal Nordrehaug Bhowmik De
2 Blouw LLP as class counsel for all purposes;
- 3 4. For compensatory damages in an amount according to proof with interest thereon;
- 4 5. For economic and/or special damages in an amount according to proof with interest
5 thereon;
- 6 6. For civil penalties against Defendants on behalf of all aggrieved employees
7 pursuant to Labor Code §§ 558 and 2698, *et seq.*;
- 8 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 9 8. For reasonable attorney's fees, costs of suit and interest to the extent permitted by
10 law, including pursuant to Code of Civil Procedure § 1021.5; Labor Code §§ 226(e) and 1194; and
11 Labor Code §§ 2698, *et seq.*;
- 12 9. For statutory penalties to the extent permitted by law, including those pursuant to
13 the Labor Code and IWC Wage Orders;
- 14 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 15 11. For an order requiring Defendants to restore and disgorge all funds to each
16 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or
17 fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§
18 17200, *et seq.*;
- 19 12. For an award of damages in the amount of unpaid compensation including, but not
20 limited to, unpaid wages, benefits and penalties;
- 21 13. For pre-judgment interest; and
- 22 14. For such other relief as the Court deems just and proper.

23
24 Dated: September 22, 2025

AEGIS LAW FIRM, PC

25
26 By: _____


Joseph M. Szilagyi
Attorneys for Plaintiffs