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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF ALAMEDA**

19 * * *

20 CHLOE GOMEZ, on behalf of herself and the
21 Class Members/Aggrieved Employees,

22 Named Plaintiff,

23 vs.

24 BRISTOL BAY HOLDINGS, LLC, a
25 California limited liability company; LINKS
26 HEALTHCARE GROUP, LLC, a California
27 limited liability company; and DOES 1 through
28 50, inclusive,

Defendants.

Case No. RG21109426

**STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

[Complaint filed August 16, 2021]

1 Subject to final approval by the Court, which counsel and the parties agree to pursue and
2 recommend in good faith, Named Plaintiff Chloe Gomez (“Named Plaintiff”), individually and on
3 behalf of all others similarly situated and alleged class members and aggrieved employees, on the
4 one hand, and Defendants Bristol Bay Holdings, LLC (“Bristol Bay”), and Links Healthcare
5 Group, LLC (“Links”), on the other (collectively “Defendants”), hereby agree to the following
6 binding Settlement of the class action designated *Gomez v. Bristol Bay Holdings, LLC et al.*,
7 Superior Court of the State of California, County of Alameda, Case No. RG21109426. As detailed
8 below, in the event the Court does not enter orders consistent with the terms of the Settlement or
9 the conditions precedent are not met for any reason, this Stipulation shall be void and shall be of
10 no force or effect whatsoever.

11 I. DEFINED TERMS

12 As used herein, the following terms shall have the meanings specified below. To the extent
13 terms or phrases used in this Stipulation are not specifically defined below, but are defined
14 elsewhere in the Stipulation, they are incorporated by reference into this definition section:

15 1. “Action” and “Lawsuit” shall mean and refer to the *Gomez v. Bristol Bay Holdings,*
16 *LLC et al.*, Superior Court of the State of California, County of Alameda, Case No. RG21109426.

17 2. “Agreement,” “Settlement,” and “Stipulation” shall mean and refer to this
18 Stipulation of Class Action and PAGA Settlement.

19 3. “Attorneys’ Fees and Costs Award” shall mean and refer to the amount authorized
20 by the Court to be paid to Class Counsel for the services they have rendered and costs and expenses
21 they have incurred in prosecuting the Action.

22 4. “Bristol Bay” shall mean and refer to Defendant Bristol Bay Holdings, LLC.

23 5. “Links” shall mean and refer to Defendant Links Healthcare Group, LLC.

24 6. “California Facilities” shall collectively mean and refer to all of the following
25 entities: Bristol Bay Holdings, LLC; English Channel Holdings, LLC; Better Care, Inc.;
26 Bridgewater Bay Holdings, LLC; Chesapeake Bay Holdings, LLC; Danube River Holdings, LLC;
27 Fletcher Cove Holdings, LLC; Glacier Bay Holdings, LLC; Half Moon Bay Holdings, LLC; Island
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1 Creek Holdings, LLC; Jackson River Holdings, LLC; Kenai River Holdings, LLC; La Jolla Cove
2 Holdings, LLC; Malibu Beach Holdings, LLC; and Newport Beach Holdings, LLC.

3 7. “Claims” shall mean and refer to all claims which have been, will be (pursuant to
4 Section I, Paragraphs 33 and 34, *infra*), or could have been asserted in the Action based on the
5 facts alleged.

6 8. “Class” and “Settlement Class” shall mean and refer to: All current and former non-
7 exempt employees of Links and/or any of the California Facilities who, according to Links’ and/or
8 the California Facilities’ time and pay records, performed work between August 16, 2017, and the
9 date upon which the Court has given preliminary approval to the Settlement, and who have not
10 entered into arbitration agreements with Defendants or the California Facilities or whose
11 arbitration agreements with Defendants or the California Facilities have been deemed
12 unenforceable or otherwise invalidated by a Court as of the date of preliminary approval by the
13 Court. “Class Member” and “Settlement Class Member” shall mean and refer to individual
14 members of the Class.

15 9. “Class Counsel” and “Named Plaintiff’s Counsel” shall mean and refer to S. Brett
16 Sutton, Jared Hague, and Brady Briggs of Sutton Hague Law Corporation, P.C. Class Counsel
17 represent and warrant that, other than the individuals and firm referenced in this definition, no
18 individuals or law firms represent Named Plaintiff or the Settlement Class in connection with this
19 Action or have any right to seek reimbursement of fees or expenses in connection with this Action,
20 except as otherwise ordered by the Court. Class Counsel recognizes that certain members of the
21 Settlement Class are alleged to be putative class members and/or aggrieved employees in other
22 lawsuits—for which notices of related case have been filed in the Action—and may be affected by
23 this Settlement.

24 10. “Class List and Data Report” means the following: a list of the Class Members and
25 PAGA Group Members that provides their names; last known mailing addresses, last known email
26 addresses, and telephone numbers; social security numbers; the start and end dates of any periods
27 of active employment during the Class Period and/or PAGA Period, as reflected in Defendants’
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1 existing business records and to the extent such records and information exists; the number of
2 Workweeks during the Class Period in which the Class Members performed work as reflected in
3 Defendants' existing business records and to the extent such records and information exists; and
4 the number of Pay Periods during the PAGA Period in which the PAGA Group Members
5 performed work as reflected in Defendants' existing business records and to the extent such
6 records and information exists. Defendants will diligently and in good faith compile the Class List
7 and Data Report from their records, and agree to consult and refer to the records of the California
8 Facilities to the extent necessary to produce a complete Class List and Data Report for all Class
9 Members. Defendants will provide the Class List and Data Report to the Settlement Administrator
10 within fourteen (14) calendar days following the date of the Court's order granting preliminary
11 approval of the Settlement. The Class List and Data Report shall be provided in a ready-to-use
12 computer-readable format approved by the Settlement Administrator.

13 11. "Class Period" shall mean and refer to the period from August 16, 2017, through
14 the date of the Preliminary Approval Order.

15 12. "Court" shall mean and refer to the Superior Court of California, County of
16 Alameda.

17 13. "Defendants" shall collectively mean and refer to Bristol Bay Holdings, LLC, and
18 Links Healthcare Group, LLC.

19 14. "Effective Date" shall mean and refer to the date when all of the following events
20 have occurred: (a) a long-form settlement agreement has been executed by all Parties and counsel;
21 (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the
22 Class Members providing them with an opportunity to Opt-Out of the Settlement; and (d) the Court
23 has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying
24 the Class and approving the Settlement, or if objection is made, the date after the period to file an
25 appeal has passed, or if appeal is filed, the date the appeal is dismissed or a remittitur is issued.

26 15. "Final Approval Hearing/Settlement Fairness Hearing" means the hearing at which
27 the Court considers whether to give final approval to the Settlement and enter the Final Judgment.
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1 16. “Final Judgment” refers to the order of the Court granting final approval of this
2 Settlement and entering a judgment approving this Agreement on substantially the terms provided
3 herein and dismissing the Complaint with prejudice.

4 17. “Gross Individual Settlement Payment” means the total Settlement amount for each
5 individual Class Member resulting from the calculations set forth herein for the complete
6 settlement and release of any and all non-PAGA claims.

7 18. “Gross Settlement Amount” means the total maximum amount that Defendants will
8 pay under this Agreement. The Gross Settlement Amount equals TWO MILLION FOUR
9 HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00). All payments
10 associated with the Parties' settlement shall be paid from the Gross Settlement Amount, including
11 all monies allocated to Named Plaintiff's Service Payment, Participating Class Members, the
12 PAGA Group, Class Counsel, the Labor and Workforce Development Agency, and the Settlement
13 Administrator and the employees' employment taxes, including the employee FICA, FUTA and
14 SDI contributions, on the wage portion of the Gross Individual Settlement Payment. Defendants'
15 share of taxes will be paid separately from and in addition to the Gross Settlement Amount and
16 will not be deducted from the Gross Settlement Amount.

17 19. “Individual PAGA Payment” means the amount payable from the Net Class
18 Settlement Fund to each PAGA Group Member. The Individual PAGA Payment shall be
19 calculated pursuant to Paragraph III.15 herein.

20 20. “Individual Settlement Payment” means the amount of each Participating
21 Settlement Class Member's Gross Individual Settlement Payment, less employee portions of state
22 and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and
23 any other applicable payroll deductions required by law as a result of the payment of the amount
24 allocated to such Participating Settlement Class Member under the terms of the Settlement.

25 21. “Named Plaintiff” means proposed settlement class representative Chloe Gomez.

26 22. “Net Class Settlement Fund” or “NCSF” refers to the funds available to be
27 distributed to Participating Class Members as Gross Individual Settlement Payments after payment
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1 of any Attorneys' Fees and Cost Award, Settlement Administration Costs, Named Plaintiff's
2 Service Payment, and the PAGA Payment, and less applicable taxes. Class Members shall not be
3 required to submit a claim in order to receive a share of the NCSF, and no portion of the Gross
4 Settlement Amount shall revert to Defendants.

5 23. "Notice" means the Notice of Class Action Settlement which describes the terms
6 of the Settlement, procedure and time period to opt out of or object to the Settlement, and the date
7 set for the Final Approval Hearing (substantially in the form attached hereto as **Exhibit A**). The
8 Parties agree that the Notice shall be translated into Spanish because a substantial number of the
9 Settlement Class Members are anticipated to speak Spanish as their primary language.

10 24. "Notice Response Deadline" means the date forty-five (45) calendar days after the
11 Notice is initially mailed to Settlement Class Members by the Settlement Administrator and is
12 synonymous with Opt-Out/Objection Deadline Date, as defined immediately below.

13 25. "Opt-Out/Objection Deadline Date" means the deadline date forty-five (45)
14 calendar days after the date the Notice is initially mailed to the Settlement Class Members, by
15 which Settlement Class Members must postmark an opt-out or objection to be considered timely.

16 26. "Opt-Out" means a timely letter submitted by a Settlement Class Member
17 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
18 forth the name, address, and telephone number of the Class Member requesting exclusion; (b)
19 clearly state that the Class Member does not wish to be included in the Settlement; (c) be signed
20 by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified
21 address indicated in the Notice; and (e) be postmarked on or before the Opt-Out/Objection
22 Deadline Date. The date of the postmark shall be the exclusive means to determine whether a
23 Request for Exclusion has been timely submitted. A Class Member who does not request exclusion
24 from the Settlement shall be deemed a Participating Class Member and will be bound by all terms
25 of the Settlement if the Settlement is granted final approval by the Court.

26 27. "PAGA Group" and "Aggrieved Employees" shall mean and refer to all current
27 and former non-exempt employees who performed work for the California Facilities and/or
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1 Defendants in California between June 12, 2020, and the date upon which the Court has given
2 preliminary approval to the Settlement. Each member of the PAGA Group is a “PAGA Group
3 Member.”

4 28. “PAGA Payment” means the total maximum amount to be paid to the Labor
5 Workforce Development Agency and the PAGA Group pursuant to the California Private Attorney
6 General Act of 2004 (“PAGA”) as set forth in Section III, Paragraph 15, *infra*.

7 29. “Participating Class Member” means a Class Member who has not Opted Out of
8 the Settlement.

9 30. “Parties” means Defendants, the Named Plaintiff, the PAGA Group, and the Class
10 Members.

11 31. “Preliminary Approval Order” means the Order issued by the Court preliminarily
12 approving the terms of the Settlement set forth in this Stipulation.

13 32. “Qualified Settlement Fund” or “QSF” shall be the fund established by the
14 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 and funded by
15 Defendants within fourteen (14) calendar days after the Effective Date. This amount shall be the
16 Gross Settlement Amount. All payments pursuant to this Agreement shall be made from the QSF
17 in a manner consistent with the terms of this Agreement.

18 33. “Released Parties” shall mean and refer to Defendants and all California Facilities,
19 including their parents, affiliates, subsidiaries, shareholders, sureties, insurers, and past and present
20 officers, directors, employees, attorneys, benefit plans, and any other persons or entities acting on
21 their or its behalf.

22 34. “Service Payment” means the amount the Court authorizes to be paid to the Named
23 Plaintiff over and above her Individual Settlement Payment and Individual PAGA Payment, in
24 recognition of her effort in assisting with the prosecution of the Action on behalf of the Class
25 Members and in return for executing a General Release of all Claims against Defendants. Named
26 Plaintiff will request a Service Payment as detailed herein, and Defendants agree not to oppose
27 such request. Named Plaintiff will be issued an IRS Form 1099 in connection with her Service
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1 Payment. This Service Payment shall be in addition to the Individual Settlement Payments they
2 are entitled to receive.

3 35. "Settlement Administrator" shall mean and refer to ILYM Group, Inc., a third-party
4 class action settlement administrator agreed to by the Parties, who will, among other things,
5 provide the Notice Packet to the Class Members and distribute the settlement amounts as described
6 in this Stipulation.

7 36. "Settlement Administration Costs" means the costs payable from the Gross
8 Settlement Amount to the Settlement Administrator for administering this Settlement including,
9 but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
10 distributing the Settlement Amount, and providing necessary reports and declarations, and any
11 other expenses incurred by the Settlement Administrator to complete the settlement process
12 according to the terms of this Agreement, as requested by the Parties. The Settlement
13 Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary,
14 any such costs in excess of the amount represented by the Settlement Administrator as being the
15 estimated costs necessary to administer the Settlement.

16 37. "Pay Period" and/or "Pay Periods" means the number of pay periods in which
17 PAGA Group Members performed work for Defendants and/or the California Facilities in
18 California in a non-exempt position during the PAGA Period. If it is determined that any PAGA
19 Group Member worked a partial Pay Period, it shall be accorded to the PAGA Group Member as
20 having worked a full Pay Period. All PAGA Group Members will be entitled to payment for at
21 least one (1) Pay Period.

22 38. "Pay Period Value" means the settlement value of each Pay Period, as determined
23 by the formula set forth below in Section III, Paragraph 17(a).

24 39. "Workweek" and/or "Workweeks" means the number of calendar weeks in which
25 the Class Members performed work for Defendants and/or the California Facilities in California
26 in a non-exempt position during the Class Period. If it is determined that any Settlement Class
27 Member worked a partial Workweek, it shall be accorded to the Settlement Class Member as
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1 having worked a full Workweek. All Class Members will be entitled to payment for at least one
2 (1) Workweek.

3 40. "Workweek Value" means the settlement value of each Workweek, as determined
4 by the formula set forth below in Section III, Paragraph 18(a).

5 **II. RECITALS**

6 This Stipulation is made by Named Plaintiff on behalf of herself and each Class Member
7 and each member of the PAGA Group, on the one hand, and Defendants, on the other hand, and
8 is subject to the approval of the Court.

9 **INVESTIGATION IN THE CLASS ACTION**

10 The Parties have conducted significant investigation of the facts and law during the
11 prosecution of the Action. This investigation included the exchange of information, including
12 confirming discovery regarding Defendants' policies, practices, proposed class data, and
13 voluminous samples of employee time records and payroll records for the Settlement Class that
14 are relevant to the Named Plaintiff's claims and the analysis by the Parties of the class-wide
15 information to investigate the merits of Named Plaintiff's claims and potential liability.
16 Furthermore, counsel have investigated the facts and law relating to the claims alleged and that
17 could have been alleged based on the facts and claims alleged in the action, including the initial
18 Complaint and all subsequent amended complaints and potential defenses thereto, and the potential
19 damages claimed by Named Plaintiff.

20 Counsel for the Parties engaged in extensive discussions about the strengths and
21 weaknesses of the claims and defenses over the course of more than two years. The Parties attended
22 a mediation session supervised and conducted by Louis Marlin, Esq., an experienced litigator and
23 mediator in the field of wage and hour class action litigation. After the mediation, the Parties
24 agreed to the terms and conditions as set forth in a Memorandum of Understanding dated February
25 22, 2024.

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1 **BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

2 Named Plaintiff and Class Counsel recognize the expense and length of continued
3 proceedings necessary to litigate the disputes through trial and through any possible appeals.
4 Named Plaintiff has also considered the uncertainty and risk of the outcome of further litigation,
5 the uncertain merits of the claims, and the difficulties and delays inherent in such litigation. Named
6 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
7 for the claims asserted in the Action, both generally and in response to Defendants' defenses
8 thereto. Named Plaintiff and Class Counsel have also considered the extensive settlement
9 negotiations conducted and Defendants' agreement to enter into a settlement that confers
10 substantial benefits and relief upon the Class Members. Based on the foregoing, Named Plaintiff
11 and Class Counsel have determined that the Settlement set forth in this Agreement is a fair,
12 adequate and a reasonable Settlement, and is in the best interests of the Class.

13 **DEFENDANTS' REASONS FOR SETTLEMENT**

14 Without conceding any infirmity in their defenses, Defendants have concluded that any
15 further defense of this litigation would be protracted and expensive for all Parties. Defendants have
16 devoted substantial amounts of time, energy, and resources to this litigation and, unless this
17 Settlement is made, they will be required to continue to devote the same to the defense of the
18 Claims asserted by the Named Plaintiff. Defendants have also considered the risks and
19 uncertainties associated with further litigation in reaching their decision to enter into this
20 Settlement. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth
21 in this Agreement to put to rest the Claims in the Action.

22 Defendants deny any fault, wrongdoing, or liability, whether individually, as a class, or in
23 any kind of representative capacity, in connection with this lawsuit. Relying on the provisions of
24 this Agreement that the settlement embodied here shall in no event be construed as or deemed to
25 be evidence of an admission or a concession on the part of Defendants (or any of their predecessors,
26 successors, parent or subsidiary companies, affiliates, officers, directors, agents, attorneys,
27 representatives, insurers, suppliers, distributors, or vendors) of any fault, wrongdoing, or liability
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1 whatsoever, or that any of the allegations in the Complaint are true or that any Class Member's
2 claims are meritorious.

3 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement,
4 no documents referred to herein, and no action taken to carry out this Agreement may be construed
5 or used as an admission by Defendants or against Named Plaintiff or Class Counsel as to the merits
6 or lack thereof of the Claims asserted.

7 **III. STIPULATION AND AGREEMENT**

8 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among the Named Plaintiff
9 on behalf of the Class Members and the members of the PAGA Group on the one hand, and
10 Defendants on the other hand, and subject to the approval of the Court, that the Action is hereby
11 being compromised and settled pursuant to the terms and conditions set forth in this Agreement,
12 and subject to the following terms and conditions:

13 1. Full Investigation. Named Plaintiff and Class Counsel have fully investigated the
14 factual and legal bases for the causes of action asserted in the Action.

15 2. Stipulation for Class Certification. For settlement purposes only, the Parties stipulate
16 and agree that (i) the Class Members described herein who do not Opt Out from the Settlement
17 Class may be conditionally certified as a Settlement Class, (ii) Named Plaintiff Chloe Gomez is
18 an adequate representative of the Class and shall be appointed as such, and (iii) Class Counsel shall
19 be appointed as Class Counsel for the Class. This stipulation to certification and appointments of
20 class representative and class counsel is in no way an admission that class action certification or
21 appointments is proper and shall not be admissible in this or in any other action except for the sole
22 purpose of enforcing this Agreement. Should, for whatever reason, the Court deny Final Approval,
23 or this Settlement not become effective, the Parties' stipulation to class certification as part of the
24 Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be
25 admissible in connection with the issue of whether certification would be appropriate in a non-
26 settlement context. Defendants expressly reserve their rights and declare that they would continue
27 to oppose class certification and the substantive merits of Named Plaintiff's claims should the
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1 Court deny Final Approval or should this Settlement not become effective. Named Plaintiff
2 expressly reserves her rights and declares that she will continue to pursue class certification and a
3 trial should the Court fail to grant Final Approval or should this Settlement not become effective.

4 3. For settlement purposes only, the Parties stipulate and agree that the Named Plaintiff
5 was deputized by the State of California, pursuant to PAGA, to negotiate and compromise the
6 Released PAGA Claims on behalf of any and all Aggrieved Employees, subject to the approval
7 procedure set forth in Labor Code section 2699(l). Should the Court deny Final Approval for any
8 reason or should this Settlement not become effective, the Parties' stipulation to Named Plaintiff's
9 representation of any and all Aggrieved Employees as part of the Settlement shall become null and
10 void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue
11 of whether or not this Action could proceed in a representative context in a non-settlement context.
12 Defendants expressly reserve their rights and declare that they would continue to oppose this action
13 proceeding on a representative basis and the substantive merits of Named Plaintiff's claims should
14 the Court deny Final Approval or should this Settlement not become effective. Named Plaintiff
15 expressly reserves her rights and declares that she will continue to pursue representation of
16 "Aggrieved Employees" as defined by Labor Code section 2699(c) and a trial should the Court fail
17 to grant Final Approval or should this Settlement not become effective.

18 4. Release of Claims by the Class Members. All members of the Class, except for those
19 who timely request exclusion, will release and discharge the Released Parties from any and all
20 wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and
21 description whether pled or which could have been pled based on the factual allegations made in
22 the Action against Defendants, for the duration of the Class Period based upon the following
23 categories of allegations: failure to pay minimum wages, failure to pay overtime wages, failure to
24 pay double-time wages, failure to pay for off-the-clock work, failure to provide meal periods or
25 meal period premium payments, failure to provide rest periods or rest period premium payments,
26 failure to provide accurate itemized wage statements, failure to properly calculate, provide and pay
27 paid sick leave (Labor Code section 246), failure to properly calculate, provide and pay COVID-

1 19 supplemental paid sick leave (Labor Code sections 248.1, 248.2 & 248.6), failure to reimburse
2 business expenses (Labor Code sections 2800 & 2802), failure to timely pay wages due during
3 employment, and failure to pay all wages due upon termination of employment, violation of the
4 applicable provisions of the California Labor Code, violation of applicable portions of the
5 California Code of Regulations, Title 8, section 11040, and violation of California's unfair
6 business practices and unfair competition laws to the extent they arise from violations of the Labor
7 Code provisions alleged in the Action (the "Released Class Claims"). As of the Effective Date,
8 the Class Members, including Named Plaintiff, individually and on behalf of their heirs, executors,
9 administrators, representatives, attorneys, successors and assigns are voluntarily and knowingly
10 barred from bringing these claims during the Class Period. Except as to Class Members who timely
11 submit a valid Exclusion Form, the Preliminary Approval Order and Final Judgment will contain
12 provisions enjoining Named Plaintiff and the Class Members from prosecuting the Released Class
13 Claims and enjoining Named Plaintiff and the Class Members from initiating or continuing other
14 proceedings regarding the Released Class Claims, including but not limited to filing any claims
15 for monetary relief of the Released Class Claims before the Division of Labor Standards and
16 Enforcement ("DLSE") or in any forum whatsoever. Inclusion of these provisions in the Order of
17 Preliminary Approval Order and Final Judgment and Order of Final Approval is a material part of
18 the consideration for this Settlement.

19 5. Release by the PAGA Group. PAGA Group Members will specifically release and
20 discharge Defendants and the Released Parties for any and all claims for civil penalties under the
21 California Labor Code and the Private Attorneys General Act ("PAGA") predicated upon the
22 Labor Code violations that were asserted in the Named Plaintiff's Third Amended Notice of Labor
23 Code Violations pursuant to Labor Code section 2699.3, dated December 26, 2023, or were
24 asserted in any prior Notice of Labor Code Violation by Named Plaintiff, or were asserted in the
25 Action, as well as any potential penalties, interest, or attorneys' fees associated with those alleged
26 violations under California law (the "PAGA Released Claims"). As of the Effective Date, the
27 LWDA and each PAGA Group Member, including Named Plaintiff, individually and on behalf of
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1 their heirs, executors, administrators, representatives, attorneys, successors, and assigns are
2 voluntarily and knowingly barred from bringing the Released PAGA Claims during the PAGA
3 Period. The release of the Released PAGA Claims is effective, regardless of whether the PAGA
4 Group Member purports to submit a timely and valid request for exclusion. The Preliminary
5 Approval Order and Final Judgment will contain provisions enjoining Named Plaintiff and the
6 PAGA Group Members from prosecuting the PAGA Released Claims and enjoining Named
7 Plaintiff and the PAGA Group Members from initiating or continuing other proceedings regarding
8 the PAGA Released Claims, including but not limited to filing any claims for monetary relief of
9 the PAGA Released Claims before the Division of Labor Standards and Enforcement (“DLSE”)
10 or in any forum whatsoever. Inclusion of these provisions in the Preliminary Approval Order and
11 Final Judgment and Order of Final Approval is a material part of the consideration for this
12 Settlement.

13 6. General Release by Named Plaintiff. In addition to the release made by the Class
14 Members set forth in Paragraph 5 above and in consideration for her Service Payment, the Named
15 Plaintiff, as of the Effective Date, makes the additional following general release of all claims,
16 known or unknown: the Named Plaintiff releases the Released Parties from all claims, demands,
17 rights, liabilities, and causes of action of every nature and description whatsoever, known or
18 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
19 any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any
20 act or omission by or on the part of any of the Released Parties committed or omitted prior to the
21 execution hereof with the sole exception of any claims which cannot be released as a matter of
22 law. (The release set forth in this Paragraph shall be referred to hereinafter as the “General
23 Release”). The General Release includes any unknown claims that the Named Plaintiff does not
24 know or suspect to exist in her favor at the time of the General Release, which, if known by them,
25 might have affected their settlement with, and release of, the Released Parties by the Class
26 Representative or might have affected their decision not to object to this Settlement or the General
27 Release. With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
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1 Effective Date, they shall be deemed to have, and by operation of the Final Judgment shall have,
2 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
3 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
4 federal or state law, which provides:

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

8 The General Release does not extend to Named Plaintiff's claims that cannot be waived or released
9 as a matter of law. By way of example only, the release does not extend to Named Plaintiff's
10 potential claims for workers' compensation benefits or unemployment insurance. Named Plaintiff
11 represents and warrants that Named Plaintiff is not a party to any other pending lawsuits, actions,
12 or proceedings against any of the Released Parties regarding Named Plaintiff's employment with
13 Defendants. Named Plaintiff expressly represents and warrants that Named Plaintiff will not file,
14 pursue, or institute any claim, charge, complaint, cause of action, lawsuit, action, or proceeding
15 before any court, administrative agency, or any other tribunal regarding Named Plaintiff's
16 employment with Defendant, compensation from Named Plaintiff's employment from Defendant,
17 or relating to the matters being released in this Agreement. This includes serving as an individual
18 Named Plaintiff, Qui Tam relator or as a class, collective or representative action Named Plaintiff
19 (including in a Private Attorney General Act action) in any further action on Named Plaintiff's
20 own behalf, on behalf of any other individuals or as a proxy for any federal, state or government
21 agency. Named Plaintiff further agrees that Named Plaintiff will not counsel or assist any attorneys
22 or their clients in the presentation or prosecution of any disputes, differences, grievances, claims,
23 charges, or complaints by any third party against Defendant or the Released Parties, unless under
24 a subpoena or other court order to do so. Named Plaintiff further agrees and promises not to
25 encourage or facilitate any future litigation or claims against Defendant or the Released Parties.
26 This does not prevent Named Plaintiff from providing information to an agency of the federal,
27 state or local government, or filing a charge or complaint with such an agency. Named Plaintiff
28 agrees that if any court, administrative agency, or any other tribunal has or assumes jurisdiction of

1 any claim, charge, complaint, cause of action, lawsuit, action, or proceeding against Defendant or
2 any of the Released Parties on behalf of Named Plaintiff, Named Plaintiff shall request that court,
3 administrative agency, or tribunal to withdraw from or dismiss the matter with prejudice in
4 accordance with applicable law.

5 7. Inapplicability of Labor Code Section 206.5. Named Plaintiff, on behalf of herself
6 and the Settlement Class, acknowledges and agrees that the claims for failure to pay all overtime
7 wages, minimum wage violations, meal and rest period violations, wage statement violations, and
8 waiting time penalties in the Action are disputed, and that the payments set forth herein constitute
9 payment of all sums allegedly due to them regarding the allegations in this Action. Named
10 Plaintiff, on behalf of herself and the Settlement Class, acknowledges and agrees that California
11 Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in pertinent
12 part as follows:

13 An employer shall not require the execution of any release of any
14 claim or right on account of wages due, or to become due, or made
15 as an advance on wages to be earned, unless payment of those wages
has been made.

16 8. Tax Liability. Defendants make no representations as to the tax treatment or legal
17 effect of the payments called for herein, and Named Plaintiff, Participating Class Members, PAGA
18 Group Members, and Class Counsel are not relying on any statement or representation by
19 Defendants in this regard and shall hold Defendants harmless from any claim or liability for taxes,
20 penalties, or interest arising as a result of the payments. Named Plaintiff, Participating Class
21 Members, Class Counsel, and PAGA Group Members understand and agree that they will be
22 responsible for the payment of any taxes and penalties assessed on the payments they each receive
23 under this Settlement. Income and other tax withholding will also be made pursuant to applicable
24 state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be
25 distributed at the times and in the manner required by the Internal Revenue Code (the "Code"),
26 and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
27 applicable tax law, is changed after the date of this Agreement, the processes set forth in this
28 Paragraph may be modified in a manner to comply with any such changes.

1 9. No Effect on Employee Benefits. Amounts paid to Named Plaintiff, Participating
2 Class Members, or PAGA Group Members pursuant to this Settlement will not count as earnings
3 or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by
4 Defendants. It is expressly understood and agreed that the receipt of a Gross Individual Settlement
5 Payment or Individual PAGA Payment shall not entitle any Participating Class Member or PAGA
6 Group Member to additional compensation or benefits under any collective bargaining agreement
7 or under any bonus, contest, or other compensation or benefit plan or agreement in place during
8 the period covered by the Settlement, nor shall it entitle any Participating Class Member or PAGA
9 Group Member to any increased pension and/or retirement, or other deferred compensation
10 benefits. It is the intent of the Parties that Gross Individual Settlement Payments and Individual
11 PAGA Payments, as provided for in this Stipulation, are the sole payments to be made by
12 Defendants to Named Plaintiff, Participating Class Members, and PAGA Group Members, in
13 connection with this Settlement, and that Named Plaintiff, the Participating Class Members and
14 PAGA Group Members are not entitled to any new or additional compensation or benefits as a
15 result of having received the Gross Individual Settlement Payments or Individual PAGA
16 Payments. Furthermore, the receipt of monies from the Settlement shall not, and does not, by itself
17 establish any general, special, or joint employment relationship between and among the Named
18 Plaintiff, Participating Class Members, or PAGA Group Members with Defendants or the Released
19 Parties.

20 10. Stipulation to File a Fourth Amended Complaint. Following full execution of this
21 Agreement, the Parties shall promptly file a joint stipulation of leave to file a Fourth Amended
22 Complaint. The purpose of the amendment will be to join all California Facilities as named
23 defendants and add causes of action for failure to properly calculate, provide and pay COVID-19
24 supplemental paid sick leave (Labor Code sections 248.1, 248.2 & 248.6) and failure to reimburse
25 business expenses (Labor Code sections 2800 & 2802). For purposes of this Agreement
26 Defendants and the individual signing this Agreement on Defendants' behalf expressly represent
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1 and warrant that by signing this Agreement they are authorized to bind the California Facilities to
2 its terms.

3 11. Creation of the Qualified Settlement Fund and Administration of the Settlement.

4 Within fourteen (14) business days after the Effective Date, Defendants shall deliver the Gross
5 Settlement Amount into the Qualified Settlement Fund created by the Settlement Administrator,
6 plus shall separately pay their share of employer payroll taxes. All payments that Defendants are
7 required to make pursuant to the Settlement Agreement, including, but not limited to, all monies
8 allocated to Participating Class Members, the PAGA Group, Class Counsel, the Labor and
9 Workforce Development Agency, the Settlement Administrator, and FICA, FUTA and SDI
10 contributions and the employee's portion of all payroll taxes, shall be made from the Gross
11 Settlement Amount.

12 12. Service Payment to Named Plaintiff. Subject to Court approval, in exchange for her
13 general release of all claims against the Released Parties, and for her time and effort in bringing
14 and prosecuting this matter as well as the risks undertaken in doing so, Named Plaintiff shall be
15 entitled to request, without objection from Defendants, a Service Payment of up to \$25,000.

16 This payment is expressly made in return for a General Release of all Claims of Named
17 Plaintiffs against Defendants and the Released Parties. This payment shall be paid to the Named
18 Plaintiff by the Settlement Administrator no later than ten (10) calendar days after Defendants
19 deliver the entire Gross Settlement Amount to the Settlement Administrator for deposit into the
20 Qualified Settlement Fund. The Service Payment shall be made solely from the Qualified
21 Settlement Fund. The Parties agree that a decision by the Court to award Named Plaintiff an
22 amount less than the amount stated in this Paragraph shall not be a basis for Class Counsel to void
23 this Agreement. The Settlement Administrator shall issue a Form 1099-MISC, Box 3 for the
24 Service Payment. Any amount approved for a Service Payment to Named Plaintiff that is less than
25 the amount requested will result in the unapproved funds being made part of the Net Class
26 Settlement Fund available for distribution to the Class Members. Named Plaintiff shall be solely
27 and legally responsible to pay any and all applicable taxes on this payment. The Service Payment
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1 shall be in addition to Named Plaintiff's Individual Settlement Payment and Individual PAGA
2 Payment.

3 13. Attorneys' Fees and Cost Award. Class Counsel shall request, and Defendants
4 agree not to oppose or impede, an award of attorneys' fees not in excess of one-third (1/3) of the
5 Gross Settlement Amount, or EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS
6 (\$800,000.00), as well as an additional amount for actual litigation costs, not to exceed TWENTY
7 THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00). The Attorneys' Fees and Cost
8 Award shall be paid from the Gross Settlement Amount. Named Plaintiff expressly consents to
9 this distribution of the Attorneys' Fees and Cost Award. There shall be no reversion to Defendants
10 for any unapproved portion of the requested Attorneys' Fees and Cost Award; thus, any amount
11 that is requested by Class Counsel for the Attorney's Fees and Cost Award but is not approved by
12 the Court shall revert to the Net Class Settlement Fund to be included in the distribution to
13 Participating Class Members. So long as there are no objections, Class Counsel shall be paid any
14 Court-approved fees and costs no later than ten (10) calendar days after the Defendants deliver the
15 Gross Settlement Amount to the Settlement Administrator for deposit into the Qualified Settlement
16 Fund. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
17 payment made pursuant to this Paragraph. A Form 1099-MISC, Box 14 shall be provided to Class
18 Counsel by the Settlement Administrator for any payment made pursuant to this Paragraph. The
19 Attorneys' Fees and Cost Award shall constitute full satisfaction of any claim by any person,
20 attorney, or law firm for attorneys' fees, expenses, or costs in any way related to the Action.
21 Neither Class Counsel nor any other current or past counsel for Named Plaintiff shall be permitted
22 to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest,
23 or any other amount from Defendants in connection with this Agreement except as specified above.

24 14. Settlement Administrator. The Settlement Administrator shall be paid for the costs
25 of administration of the Settlement ("Settlement Administration Costs") from the Gross Settlement
26 Amount. The estimated Settlement Administration Costs are THIRTY THOUSAND DOLLARS
27 (\$30,000). There shall be no reversion to Defendants for any unapproved portion of the requested
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1 Settlement Administration Costs; thus, any amount that is estimated or requested for Settlement
2 Administration Costs but is not ultimately approved by the Court shall revert to the Net Class
3 Settlement Fund to be included in the distribution to Participating Class Members. In the event
4 Settlement Administration Costs are greater than the estimated amount of \$30,000, any difference
5 between the estimated and final Settlement Administration Costs will be deducted from the Gross
6 Settlement Fund for payment to the Settlement Administrator, subject to Court approval. The
7 Settlement Administrator will be responsible for the mailing of Notice to the Class, receipt of any
8 requests to Opt-Out, receipt of any objections to the Settlement, resolution of any disputes,
9 payment of individual settlement amounts to the Class Members, and the issuance of all related
10 tax documents (i.e., W-2s and 1099s).

11 15. Preliminary Approval Hearing. As part of this Settlement, the Parties agree to the
12 following procedures for obtaining preliminary Court approval of the Settlement, notifying Class
13 Members, obtaining final Court approval of the Settlement and processing the Individual
14 Settlement Payments:

15 a. Named Plaintiff shall endeavor to file a Motion for Preliminary Approval by
16 April 2, 2024. Defendants will not object to Named Plaintiff's motion for preliminary approval,
17 subject to their review of the motion and as long as it is consistent with this Agreement.

18 b. Named Plaintiff shall request a hearing before the Court to request preliminary
19 approval of the settlement and to request the entry of the Preliminary Approval Order. Named
20 Plaintiff shall request, and Defendants will not oppose, that the Motion for Preliminary Approval
21 be heard on April 24, 2024.

22 c. Named Plaintiff will request that the Court enter the Preliminary Approval
23 Order, preliminarily approving and conditionally certifying the Class for settlement purposes only,
24 and setting a date for a Final Approval Hearing.

25 d. In conjunction with this hearing, Named Plaintiff will submit this Stipulation,
26 and will include the proposed form of the Notice as reviewed and approved by Defendants, and as
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1 attached hereto as **Exhibit A**. The Order shall provide for Notice of the Settlement to be sent to
2 all Class Members as specified herein.

3 16. Settlement Administration/Management. The Individual Settlement Payments
4 shall be managed and administered as follows:

5 a. Defendants shall not have any obligation to segregate the funds to be used for
6 the Gross Settlement Amount from other assets. Defendants will retain exclusive authority over,
7 and responsibility for, the funds comprising the Gross Settlement Amount and the employer's
8 share of payroll taxes until such time as payment is due.

9 b. ILYM Group, Inc. shall be retained to serve as Settlement Administrator. The
10 Parties represent that they do not have any financial interest in the Settlement Administrator or
11 otherwise have a relationship with the Settlement Administrator that could create a conflict of
12 interest.

13 c. No payments are due to the Settlement Administrator until the Qualified
14 Settlement Fund is funded.

15 d. Defendants shall provide the Settlement Administrator with the Class List and
16 Data Report within fourteen (14) calendar days of Preliminary Approval of the Settlement.

17 e. Within ten (10) calendar days of receipt of the Class List and Data Report, the
18 Settlement Administrator shall mail the Notice to each Class Member in accordance with the terms
19 of this Agreement and as approved by the Court. The Class List and Data Report provided to the
20 Settlement Administrator will remain confidential and will not be used or disclosed to anyone by
21 the Settlement Administrator, except as required by applicable tax authorities, pursuant to
22 Defendants' express written consent, or by order of the Court.

23 f. All Class Members who do not Opt Out of the Settlement shall be Participating
24 Class Members.

25 g. For purposes of Class Counsel's motion for final approval of this Settlement,
26 the Settlement Administrator shall provide Defendants' Counsel and Class Counsel a report
27 showing: (i) the names and number of Class Members who have objected to the settlement; (ii) the
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1 names and number of Class Members who submitted valid requests to Opt Out of the settlement;
2 and (iii) the amount owed to each Participating Settlement Class Member.

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

6 i. The Settlement Administrator shall be responsible for: calculating the number
7 of Workweeks attributable to each Settlement Class Member and the number of Pay Periods
8 attributable to each PAGA Group Member, which will be used to calculate their individual share
9 of the NCSF and Individual PAGA Payment; calculating the Class Member's share of the NCSF
10 and Individual PAGA Payment; printing and mailing the Notices to Class Members as directed
11 by the Court; receiving and reporting the Opt-Outs and objections submitted by Class Members;
12 mailing Individual Gross Settlement Payments to Participating Class Members and Individual
13 PAGA Payments to PAGA Group Members; creating and issuing Forms W-2 and 1099-MISC, as
14 applicable, to Settlement Class Members and PAGA Group Members; setting up all necessary tax
15 accounts and forwarding all payroll taxes and penalties to the appropriate government authorities;
16 and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
17 perform. The Settlement Administrator shall keep the Parties' legal counsel timely apprised of the
18 performance of all Settlement Administrator responsibilities.

19 j. The Settlement Administrator, on the Defendants' behalf, shall have the
20 authority and obligation to make payments, credits, and disbursements, including payments and
21 credits in the manner set forth herein, to Participating Class Members calculated in accordance
22 with the methodology set out in this Agreement and orders of the Court. Specifically, no later than
23 ten (10) calendar days after the deposit of Defendants' payment of the Gross Settlement Amount
24 into the QSF, the Settlement Administrator will mail the Individual Gross Settlement Payments,
25 the Individual PAGA Payments, the Attorneys' Fees and Cost Award, Named Plaintiff's Service
26 Payment, the portion of PAGA Award allocated to the LWDA, and will pay itself the Settlement
27 Administration Costs. The payments sent to Class Members and PAGA Group Members shall be
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1 accompanied by a cover letter that specifies that the payment resolves the PAGA Group's PAGA
2 claims and the Class Members' wage and hour claims. This letter shall be drafted by Named
3 Plaintiff and subject to the review and approval of Defendants.

4 k. Any tax return filing required by this Agreement shall be made by the
5 Settlement Administrator. Any expenses incurred in connection with such filing shall be a cost of
6 administration of the settlement.

7 l. No person shall have any claim against Defendants or Defendants' Counsel, the
8 Named Plaintiff, Class Members, the Class, Class Counsel, PAGA Group Members, or the
9 Settlement Administrator based on distributions and payments made in accordance with this
10 Agreement.

11 17. PAGA Allocation and Individual PAGA Payments. Subject to Court approval, the
12 Parties allocate a total of THREE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO
13 CENTS (\$320,000.00) from the Gross Settlement Amount to the PAGA Allocation. Pursuant to
14 California Labor Code section 2699(i), the PAGA Payment shall be divided as follows: seventy
15 five percent (75%), or 240,000.00, shall be paid to the LWDA, and twenty-five percent (25%), or
16 \$80,000.00, shall be distributed to the PAGA Group as Individual PAGA Payments.

17 a. The Individual PAGA Payments shall be calculated as follows: "PAGA Pay
18 Periods" shall be the total of all Pay Periods worked by PAGA Group Members for Defendants
19 and/or the California Facilities in California during the period of June 12, 2020, through the date
20 of preliminary approval of the Settlement ("PAGA Period"). The dollars per PAGA Pay Period
21 ("PAGA Pay Period Value") will be calculated by dividing twenty-five percent (25%) of the
22 PAGA Allocation, or \$80,000.00 by the total number of PAGA Pay Periods. The PAGA Pay
23 Period Value will be multiplied by the number of Pay Periods each PAGA Group Member worked
24 for Defendants and/or the California Facilities as a non-exempt employee during the PAGA Period
25 to determine the distribution for each Individual PAGA Payment. All PAGA Group Members will
26 be entitled to payment for at least one (1) Pay Period.

1 18. Calculation of Individual Gross Settlement Payments. To determine the Gross
2 Individual Settlement Payment for each Participating Class Member:

3 a. The Net Class Settlement Fund (“NCSF”) shall be divided among all Class
4 Members based on the number of Workweeks each Class Member worked during the Class Period.
5 The Settlement Administrator shall divide the NCSF by the total number of Workweeks for all
6 Participating Class Members resulting in a value for each week worked by the Participating Class
7 Members during the Class Period (“Workweek Value”). The Settlement Administrator shall then
8 multiply the number of Workweeks for each Participating Class Member by the Workweek Value.
9 All Class Members will be entitled to payment for at least one (1) Workweek.

10 b. The Gross Individual Settlement Payment to each Participating Settlement
11 Class Member shall be allocated as follows: four-fifths (i.e., 80%) shall be attributed to penalties
12 and interest, to be reported on a Form 1099-MISC; and one-fifth (i.e., 20%) shall be attributed to
13 wages (“Wage Component”), to be reported on a Form W-2.

14 c. The Settlement Administrator shall determine the eligibility for, and the
15 amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement.
16 Any disputes not resolved by the Settlement Administrator concerning the administration of the
17 Settlement will be resolved by the Alameda County Superior Court under the laws of the State of
18 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
19 faith to resolve the dispute without the necessity of involving the Court.

20 d. The Gross Individual Settlement Payments will be reduced by any required
21 legal deductions for each Class Member. All standard employer and employee payroll deductions
22 will be made by the Settlement Administrator for state and federal withholding taxes, as well as
23 any other applicable payroll deductions owed by the Participating Class Members. The Settlement
24 Administrator will issue a check and Form W-2 to each Class Member for the Wage Component.

25 e. No withholding shall be made on the interest and penalty portion of the Gross
26 Individual Settlement Payment (eighty percent (80%) of the payment amount). The Settlement
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1 Administrator will issue a second check and Form 1099-MISC for the remaining interest and
2 penalty component, to the extent required by law.

3 f. The Settlement Administrator shall issue a single check containing a
4 Participating Settlement Class Member's Individual Settlement Payment and Individual PAGA
5 Payment, except that any Settlement Class Member who submits a timely and valid Opt-Out will
6 receive a check only for his/her/their Individual PAGA Payment because he/she/they will not
7 receive an Individual Settlement Payment under this Settlement.

8 g. For any Class Member who opts out of the settlement, that amount will inure to
9 the Net Class Settlement Fund, increasing the per-workweek amount available to be distributed to
10 the Class.

11 h. The Settlement Administrator shall be responsible for issuing the payments and
12 calculating and withholding all required state and federal taxes.

13 19. Notice to Class Members. Notice of the Settlement shall be provided to all Class
14 Members using the following procedures:

15 a. Notice by First-Class Mail. Within ten (10) calendar days after receipt of the
16 Class List and Data, the Settlement Administrator shall mail the Notice to the Class Members via
17 first-class regular U.S. mail. The Settlement Administrator will, among other items, identify in the
18 Notice each individual Class Member's dates of employment, estimated applicable Pay Period
19 Value and/or Workweek Value, estimated Individual Gross Settlement Payment, if any, and
20 estimated Individual PAGA Payment, if any.

21 b. Opt-Out/Objection Deadline Date: Class Members will have forty-five (45)
22 calendar days from the mailing of the Notice to opt out of or object to the Settlement.

23 c. Procedure for Undeliverable Notices. Any Notices returned to the Settlement
24 Administrator as non-delivered on or before the Opt-Out/Objection Deadline Date shall be sent to
25 the forwarding address affixed thereto within five (5) business days. If no forwarding address is
26 provided, then the Settlement Administrator shall promptly attempt to determine a correct address
27 using a single skip-trace, computer or other search using the name, address, and/or Social Security
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1 number of the individual involved and shall then perform a single re-mailing within five (5)
2 business days. In the event the procedures in this paragraph are followed and the intended recipient
3 of a Notice still does not receive the Notice, the intended recipient shall be considered a
4 Participating Class Member and shall be bound by all terms of the Settlement and any Final
5 Judgment entered by the Court if the Settlement is approved by the Court, and his or her Individual
6 Settlement Payment shall be distributed to the *cy pres* beneficiary, namely, California CASA, 3525
7 Del Mar Heights Road #243, San Diego, CA 92130.

8 d. Presumption Regarding Receipt of Notice Packet. It will be conclusively
9 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
10 Settlement Class Member received the Notice Packet.

11 e. Participating Class Members shall be bound by all terms of the Settlement and
12 any Final Judgment entered by the Court if the Settlement is approved by the Court.

13 20. Procedure for Objecting to or Opting Out of the Class Action Settlement. Each
14 Class Member will be fully advised of the Settlement, the ability to object to the Settlement, and
15 the ability to opt-out or request exclusion from the Settlement. The Notice Packet will inform the
16 Settlement Class Members of the Court-established deadlines for filing objections or requesting
17 exclusion from the Settlement in accordance with the following guidelines:

18 a. Procedure for Objecting. The Notice shall provide that those Class Members
19 who wish to object to the Settlement must mail a written statement of objection (“Notice of
20 Objection”) to the Settlement Administrator no later than the Opt-Out/Objection Deadline Date.
21 The postmark date of the mailing shall be deemed the exclusive means for determining that a
22 Notice of Objection is timely. The Notice of Objection must identify the Class Member’s full
23 name, address, telephone number, and the last four digits of the Class Member’s social security
24 number; the case name and number; a statement of the Class Member’s basis for any objections to
25 the Parties’ settlement; a statement advising whether the objecting Class Member plans to address
26 the Court at the Settlement Fairness Hearing and any legal briefs, papers, or memoranda the
27 objecting Class Member proposes to submit to the Court; and, if the objecting Class Member is
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1 represented by counsel, the name and address of his/her/their counsel. The Settlement
2 Administrator shall promptly forward to Class Counsel and Defendants' Counsel complete copies
3 of all objections received, including the postmark dates for each objection. Any objector may also
4 appear at the Final Approval Hearing, in person or through an attorney retained at his or her own
5 expense, but such appearance shall not be a prerequisite to the Court's consideration of any timely-
6 filed objection. Any Class Member's objection(s) may also be heard at the Final Approval Hearing
7 even if such Class Member did not previously submit a timely Notice of Objection. Class Members
8 may withdraw their objections at any time. Class Members who submit an objection, whether in writing or
9 in person at the Final Approval Hearing, shall remain part of the Class and be bound by the release provisions
10 in this Agreement or the applicable release provisions in any order granting Final Approval. At no time will
11 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or
12 oral objections to the Settlement or to appeal from the Order and Judgment. Class Counsel will not represent
13 any Class Members with respect to any such objections to this Settlement. Named Plaintiff and
14 Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class Member
15 and/or his/her/their counsel related to any objections to the Settlement.

16 b. Procedure for Opting Out. The Notice shall provide that those Class Members
17 who wish to opt out of the Settlement must mail a written signed statement expressing his/her/their
18 desire to opt-out of the Settlement, and any such statement shall include the name (and former
19 names, if any), current address, telephone number, and the last four (4) digits of Social Security
20 Number of the Class Member and state, "I wish to opt out from the Gomez v. Bristol Bay Holdings
21 settlement," or words unambiguously to the same effect. Any Class Member's Opt-Out request
22 must be sent to the Settlement Administrator and postmarked no later than the Opt-Out/Objection
23 Deadline Date. The date of the postmark on the mailing envelope shall be the exclusive means
24 used to determine whether an Opt-Out has been timely submitted. Any Class Member who submits
25 a valid and timely Opt-Out request shall no longer be a member of the Class; shall be barred from
26 participating in this Settlement, as to the class claims; shall be barred from objecting to this
27 Settlement; shall receive no benefit from this Settlement, except as to their Individual PAGA
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1 Payment, if any; and will not be bound by this Agreement, or the Judgment, except as to the PAGA
2 Released Claims, if such Class Member is also a PAGA Group Member. Any Class Member who
3 does not Opt-Out by submitting a request for exclusion as described herein, (i) will be bound by
4 the terms and conditions of the Settlement and provisions of the Judgment, and the releases set
5 forth therein; (ii) be deemed to be a Participating Class Member for all purposes under this
6 Agreement; and (iii) except as otherwise provided herein, will be deemed to have waived all
7 objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

8 c. Failure to Object. Absent good cause found by the Court, any Settlement Class
9 Member who desires to object but fails to do so as permitted herein waives any right to object.
10 Any Settlement Class Member who does not timely and properly become a party of record by
11 intervening or filing a motion to vacate the Judgment waives any and all rights to appeal from the
12 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as
13 a motion to vacate judgment, motion for new trial, a motion under California Code of Civil
14 Procedure section 473, and/or extraordinary writs.

15 d. Responses to Objections. Counsel for the Parties may file a response to any
16 objections submitted by Settlement Class Members at least five (5) court days before the date of
17 the Final Approval Hearing.

18 e. Disputed Information on Notice. Each Class Member shall have an opportunity
19 to dispute the employment dates and/or number of Pay Periods and/or Workweeks attributed to
20 him/her/them in the Notice, and must submit such a dispute to the Settlement Administrator on or
21 before the Opt-Out/Objection Deadline Date. To the extent a Class Member disputes the
22 employment dates or number of Pay Periods and/or Workweeks listed in the Notice, the Class
23 Member may produce evidence to the Settlement Administrator showing that such information is
24 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
25 determinative. However, if a Class Member produces evidence to the contrary, the Settlement
26 Administrator will evaluate the evidence submitted by the Class Member and will make the final
27 decision as to the number of eligible Pay Periods and/or Workweeks that should be applied.

1 f. No Solicitation of Settlement Objections or Opt-Outs. The Parties agree to use
2 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
3 their counsel seek to solicit or otherwise encourage or influence Class Members to object to the
4 Settlement, to Opt-Out of the Settlement, or to appeal from the Order and Final Judgment.

5 g. No Opt-Outs or Subsequent Lawsuits by Any Parties Represented by Class
6 Counsel. Class Counsel agrees that Named Plaintiff waives her right to Opt-Out of or object to
7 this Settlement.

8 21. Procedure for Payment of Individual Settlement Payments. The procedure for
9 payment to Class Members of Individual Settlement Payments is as follows:

10 a. All Class Members who do not Opt-Out of the Settlement will receive an
11 Individual Settlement Payment, distributed through the Settlement Administrator.

12 b. Individual Settlement Payments for Class Members shall be paid pursuant to
13 the Workweek formula set forth herein and shall be mailed within ten (10) calendar days after
14 Defendants deliver the Gross Settlement Amount to the Settlement Administrator for deposit into
15 the Qualified Settlement Fund.

16 c. Individual Settlement Payments shall be made by check and shall be made
17 payable to each Participating Class Member as set forth in this Stipulation.

18 d. Should any question arise regarding the determination of eligibility for, or the
19 amounts of, any Individual Settlement Payment or Individual PAGA Payment under the terms of
20 this Agreement, Class Counsel and Defendants' Counsel shall meet and confer in an attempt to
21 reach agreement. If they cannot agree, the Settlement Administrator shall make the final
22 determination, and that determination shall be conclusive, final, and binding on all Parties,
23 including all Class Members.

24 22. Non-Negotiated Settlement Checks/Cy Pres Beneficiary. Any checks issued by the
25 Settlement Administrator to Participating Class Members shall be negotiable for one hundred and
26 eighty (180) calendar days. Those funds represented by settlement checks returned as
27 undeliverable and the funds which correspond with the settlement checks that are not negotiated
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1 within one hundred and eighty (180) calendar days after issuance shall be cancelled, and the funds
2 associated with such cancelled checks, plus any accrued interest that has not been distributed, shall
3 be tendered by the Settlement Administrator to the *cy pres* beneficiary, namely, California CASA,
4 3525 Del Mar Heights Road #243, San Diego, CA 92130.

5 23. Certification By Settlement Administrator. Upon completion of administration of
6 the distributions, the Settlement Administrator shall provide written certification of such
7 completion to the Court and counsel for all Parties. The Settlement Administrator shall attach any
8 objections to its certification and Class Counsel shall file the certification with the Court at least
9 fourteen (14) calendar days prior to the Final Approval Hearing.

10 24. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
11 of the Opt-Out/Objection Deadline, Class Counsel shall submit, subject to Defendants' review, the
12 proposed Final Judgment and a motion for final approval of the settlement requesting the Court (i)
13 approve the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and
14 directing consummation of its terms and provisions; (ii) approve Class Counsel's application for
15 an award of attorneys' fees and reimbursement of litigation costs and expenses, any Service
16 Payment to Named Plaintiff, and the payment to the Settlement Administrator for costs of
17 administering the settlement; (iii) enter judgment approving settlement, thereby permanently
18 barring all Class Members from prosecuting any Released Claims against any of the Released
19 Parties; and (iv) dismiss this Action with prejudice. With the Court's permission, a hearing ("Final
20 Fairness Hearing") shall then be conducted to determine final approval of the Settlement along
21 with the amount properly payable for the Attorneys' Fees and Costs Award and Settlement
22 Administration Costs. After entry of the Final Judgment, the Court shall have continuing
23 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
24 of the Settlement, (ii) settlement administration matters, and (iii) such post-judgment matters as
25 may be appropriate under court rules or as set forth in this Agreement.

26 25. Escalator Clause and Defendants' Option to Nullify the Agreement. The Parties
27 agree that this Agreement is premised on information based on data provide by Defendants on or
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1 around February 22, 2024, reflecting that: (1) the estimated number of Class Members is 3,280,
2 (2) the estimated number of workweeks attributable to Class Members is 132,000; (3) the estimated
3 number of PAGA Group Members is 4,924; and (4) the estimated number of pay periods
4 attributable to Aggrieved Employees is 130,411. Within 14 calendar days of the Court's order
5 granting preliminary approval of the Settlement, Defendants shall transmit the Class List and Data
6 Report to the Settlement Administrator. Defendants also agree to provide the Settlement
7 Administrator with any other information reasonably necessary to allow Settlement Administrator
8 to calculate the total number of workweeks attributable to Class Members and pay periods
9 attributable to Aggrieved Employees. Within 14 calendar days of the Settlement Administrator's
10 receipt of the Class List and Data Report, the Settlement Administrator will provide the Parties
11 with a summary of (1) the total number of Class Members; (2) the total number of workweeks of
12 the Class Members; (3) the total number of Aggrieved Employees; and (4) the total number of pay
13 periods of the Aggrieved Employees, based on information provided by Defendants.

14 In the event that the number of Class Member workweeks within the Class Period, or the
15 number of Aggrieved Employee pay periods within the PAGA Period is in excess of 10% greater
16 than the numbers set forth in this Paragraph 25, the GSA shall increase proportionally for all
17 workweeks or PAGA periods in excess of 110% of numbers set forth in this Paragraph 23. Strictly
18 by way of example:

- 19 • If Defendants' information reflects that the number of workweeks worked by the
20 Class Members is 136,000 and the number of pay periods worked by the Aggrieved
21 Employees is 135,000, there would not be any increase in the GSA.
- 22 • If Defendants' information reflects that the number of workweeks worked by the
23 Class Members is 159,720 (i.e. 21% more than the 132,000 originally projected),
24 the GSA would increase by eleven percent (11%) to \$2,664,000 ($\$2,400,000 + (.11$
25 $\times \$2,400,000)$), which reflects the excess percentage above 110% of the original
26 Class Members amount.

1 The Parties agree that if the GSA increases as stated above, they will meet and confer in
2 good faith to determine whether there should be a change in the allocation to Plaintiff's PAGA
3 claims in the discretion of the Plaintiff. The Parties further agree that Plaintiff shall have the right
4 to request attorneys' fees in an amount up to 1/3 of the increased GSA.

5 The Parties further agree that if five percent (5%) or more of the number of Class Members
6 Opt-Out of this Agreement, Defendants shall have, in their sole discretion, the option to terminate
7 this Agreement.

8 a. Declaration Regarding Verification of Class Membership. On or before the
9 deadline for transmitting the Class List and Data Report to the Settlement Administrator,
10 Defendants shall provide a declaration under penalty of perjury to Class Counsel and the
11 Settlement Administrator attesting to the fact that Defendants have specifically and independently
12 verified whether their current records reflect that each Class Member signed an arbitration
13 agreement with Links or any of the California Facilities at any time, and that no one who has
14 signed an arbitration agreement with Links or any of the California Facilities, unless that
15 arbitration agreement has been deemed unenforceable or otherwise invalidated by a Court, is
16 included in Class List and Data Report transmitted to the Settlement Administrator.

17 26. Nullification of Settlement Agreement. In the event that: (i) the Court does not
18 enter the Preliminary Approval Order; (ii) the Court does not finally approve the Settlement as
19 provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes
20 final on the Effective Date; (iv) the LWDA objects to the Settlement; (v) Defendants exercise their
21 option to nullify the Agreement pursuant to Paragraph 25, *supra*; or (vi) the Settlement does not
22 become final for any other reason, this Settlement Agreement shall be null and void. Any order or
23 judgment entered by the Court in furtherance of this Settlement shall be treated as void, and the
24 Stipulations and Recitals contained herein, except for Section III, Paragraph 29, *infra*, shall be of
25 no force or effect and shall not be treated as an admission by the Parties or their Counsel. In such
26 a case, the Parties and any funds to be awarded under this settlement shall be returned to their
27 respective statuses as of the date and time immediately prior to the execution of this Agreement,
28

1 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed,
2 except that any fees already incurred by the Settlement Administrator shall be paid in equal parts
3 by Named Plaintiff and Defendants, but if Defendants elect to nullify the Agreement pursuant to
4 Paragraph 25 *supra*, then the fees incurred by the Settlement Administrator shall be paid entirely
5 by the Party who elects to nullify the agreement. If the Settlement is voided or fails for any reason,
6 Named Plaintiff and Defendants will have no further obligations under the Settlement, including
7 any obligation by Defendants to pay the Settlement Amount, or any amounts that otherwise would
8 have been owed under this Settlement, and the Parties shall proceed in all respects as if this
9 Settlement Agreement had not been executed.

10 27. Notice to LWDA. Pursuant to California Labor Code section 2699(l), Class
11 Counsel shall have the obligation to provide notice to the California Labor and Workforce
12 Development Agency in compliance with Labor Code section 2699(l), including but not limited
13 to this Agreement and any judgment or order pertaining to the Court's approval of this Agreement.

14 28. Dispute Resolution as Between the Parties. Except as otherwise set forth herein,
15 all disputes concerning the interpretation, calculation, or payment of the Settlement, or other
16 disputes regarding compliance with this Agreement shall be resolved as follows:

17 a. If the Named Plaintiff, or Class Counsel, on behalf of the Named Plaintiff or
18 any Settlement Class Member, or Defendants' Counsel, on behalf of Defendants, at any time
19 believes that the other Party has breached or acted contrary to the Agreement, that Party shall
20 notify the other Party in writing of the alleged violation.

21 b. Upon receiving notice of the alleged violation or dispute, the responding Party
22 shall have five (5) business days to correct the alleged violation and/or respond to the initiating
23 Party with the reasons why they dispute all or part of the allegation.

24 c. If the response does not address the alleged violation to the initiating Party's
25 satisfaction, the Parties shall negotiate in good faith for up to five (5) business days to resolve their
26 differences.

d. If the Parties are unable to resolve their differences informally, the Parties agree to seek the help of a mediator to resolve any dispute. The Parties shall bear their own attorneys' fees and costs during this period and in connection with any dispute resolution process. If the mediation is unsuccessful, either Party may file an appropriate motion for enforcement with the Court.

e. Reasonable attorneys' fees and costs for work done in resolving a dispute under this Section may be recovered by the prevailing Party in accordance with California law.

29. No Retaliation. Neither Defendants nor the Released Parties shall take any adverse action against any Class Member because of the Action or because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object to the Settlement. Neither Defendants nor the Released Parties shall take any action to discourage Class Members from participating in the Settlement.

30. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications regarding this Agreement or given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:
S. Brett Sutton
Jared Hague
Brady Briggs
SUTTON HAGUE LAW CORPORATION
5200 N. Palm Avenue, Suite 203
Fresno, California 93704
Telephone: (559) 325-0500

To Defendants:

Sandy L. McDonough
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, California 92101
Telephone: 619-237-5200

31. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.

1 Any exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
2 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
3 do not constitute a part of this Agreement.

4 32. Interim Stay of Proceedings. The Parties agree to the Court staying and holding all
5 proceedings in the Action in abeyance pending the Final Approval Hearing, except such
6 proceedings as may be necessary to implement and give effect to the Settlement.

7 33. Tolling of 5-Year Deadline. The Parties agree and hereby stipulate to toll and
8 extend the five-year deadline to bring this case to trial, as set forth in Code of Civil Procedure
9 section 583.330, for the period of time from February 22, 2024, through and including the later of
10 the following dates: (a) 45 calendar days following the Court's entry of an order denying, in its
11 entirety and with prejudice, Named Plaintiff's Motion for Preliminary Approval; or (b) if the Court
12 grants Named Plaintiff's Motion for Preliminary Approval, 45 calendar days following the Court's
13 entry of an order denying, in its entirety and with prejudice, Named Plaintiff's Motion for Final
14 Approval; or (c) if there are objections to this Settlement and subsequent appeals, then 45 calendar
15 days after those appeals have been resolved and this Action is remanded to the Court. The Parties
16 agree and stipulate that this clause regarding the tolling of the 5-year deadline shall remain in full
17 force and effect even if this Agreement is nullified and/or found void for any reason whatsoever
18 and/or is revoked by any Party.

19 34. Amendment or Modification. This Agreement may be amended or modified
20 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

21 35. Entire Agreement. This Agreement and any attached exhibits constitute the
22 entire agreement among the Parties, and no oral or written representations, warranties, or
23 inducements have been made to any Party concerning this Agreement or its exhibits other than the
24 representations, warranties, and covenants contained and memorialized herein.

25 36. Authorization to Enter into Settlement Agreement. Counsel for all Parties
26 warrant and represent that they are expressly authorized by the Parties whom they represent to
27 negotiate this Agreement and to take all appropriate action required or permitted to be taken by
28

1 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
2 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate
3 with each other and use their best efforts to carry out the Settlement. The person(s) signing this
4 Agreement on behalf of Defendants represent and warrant that he or she is authorized to sign this
5 Agreement on the Defendants' behalf.

6 37. Binding on Successors and Assigns. This Agreement shall be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 38. California Law Governs. All terms of this Agreement and the exhibits hereto
9 shall be governed by and interpreted according to the laws of the State of California.

10 39. Counterparts. This Agreement may be executed in counterparts and by
11 facsimile or email, and each counterpart and facsimile or email shall have the same force and effect
12 as an original and shall constitute an effective, binding agreement on the part of each of the
13 undersigned. The Parties further agree that this Agreement may be signed by electronic means
14 (e.g., DocuSign), and that such electronic signature shall have the full force and effect of an
15 original ink signature.

16 40. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this
17 Settlement is a fair, adequate, and reasonable Settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
19 present and potential.

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

25 42. Cooperation and Drafting. Each of the Parties has cooperated in the drafting
26 and preparation of this Agreement. Hence, in any construction made to this Agreement, the same
27 shall not be construed against any of the Parties.

28

43. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

44. Named Plaintiff's Waiver of Right to be Excluded and Object. The Named Plaintiff agrees to sign this Agreement, and by signing this Agreement is bound by the terms herein stated, and further agrees not to opt out of the Agreement or to object to any of the terms of this Agreement. Non-compliance by the Named Plaintiff with this Paragraph shall be void and of no force or effect. Any such objection shall therefore be void and of no force or effect.

NAMED PLAINTIFF

Dated: March 28, 2024

By: _____

CHLOE GOMEZ

DEFENDANTS

BRISTOL BAY HOLDINGS, LLC

Dated: March 28, 2024

By: _____

TOBY TILFORD

CURT RODRIGUEZ

As authorized representative(s) of
LINKS HEALTHCARE GROUP, LLC &
BRISTOL BAY HOLDINGS, LLC, and the
California Facilities

SUTTON HAGUE LAW CORPORATION

Dated: March 28, 2024

By: _____

S. BRETT SUTTON, ESQ.

QUARLES & BRADY

Dated: March 30, 2024

By: _____

SANDY L. McDONOUGH

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Chloe Gomez v. Bristol Bay Holdings, LLC et al.
Case No. RG21109426

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

The California Superior Court, County of Alameda, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class and representative action (referred to in this Notice as the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former non-exempt employees of Links Healthcare Group, LLC ("Links"), Bristol Bay Holdings, LLC ("Bristol Bay"), and/or any of the "California Facilities" (as defined below) between August 16, 2017, and [INSERT DATE OF PRELIMINARY APPROVAL ORDER], who have not entered into arbitration agreements with Defendants or the California Facilities or whose arbitration agreements with Defendants or the California Facilities have been deemed unenforceable or otherwise invalidated by a court as of [INSERT DATE OF PRELIMINARY APPROVAL ORDER].

Links and Bristol Bay are collectively referred to herein as the "**Defendants.**" For purposes of this Notice, the term "**California Facilities**" shall mean and include all of the following:

- Better Care, Inc. dba The Redwoods Post-Acute;
- Bridgewater Bay Holdings, LLC dba The Shores Post-Acute;
- Chesapeake Bay Holdings, LLC dba Clearwater Healthcare Center;
- Danube River Holdings, LLC dba River Pointe Post-Acute;
- English Channel Holdings, LLC dba Lodi Creek Post-Acute;
- Fletcher Cove Holdings, LLC dba The Ridge Post-Acute;
- Glacier Bay Holdings, LLC dba Westwood Post-Acute;
- Half Moon Bay Holdings, LLC dba Westgate Villa Assisted Living;
- Island Creek Holdings, LLC dba Avondale Villa Post-Acute;
- Jackson River Holdings, LLC dba Stratford Villa Post-Acute;
- Kenai River Holdings, LLC dba Tuscany Villa Senior Living;
- La Jolla Cove Holdings, LLC dba Mila Villa Senior Living;
- Malibu Beach Holdings, LLC dba The Orchards Post-Acute; and,
- Newport Beach Holdings, LLC dba Creekside Post-Acute.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

The personnel records of Defendants and/or the California Facilities indicate that you may be a Class Member. The Settlement will resolve the Class Members' "**Released Class Claims**," as described below, from August 16, 2017, through **[Insert date]** (the "Class Period").

A Preliminary Approval Hearing was held on April 24, 2024, in the Superior Court of California, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on **[the date of final approval hearing]**, at **[time a.m./p.m.]**, before the Honorable Tara Desautels, at the Superior Court for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612, Department 23.

2. *What Is This Case About?*

Plaintiff Chloe Gomez commenced a class action and a representative Labor Code Private Attorneys General Act of 2004 ("PAGA") action in the Alameda County Superior Court, case no. RG21109426.

Plaintiff Chloe Gomez is referred to in this Notice as "Plaintiff." Plaintiff's lawsuit against Defendants sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney's fees and other relief based on the following alleged causes of action: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to issue accurate wage statements; (6) failure to pay all wages due at the time of termination of employment; (7) failure

to pay vested vacation wages at termination; (8) violations of PAGA; and (10) violation of California's Unfair Competition Law.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiff or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the Parties avoid the risks and costs of a trial.

Defendants deny all allegations made by Plaintiff, individually and on behalf of Class Members, in the Class Action and deny liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendants or the California Facilities of any wrongdoing or an indication that any law was violated.

3. Am I A Class Member?

You are a **Class Member** if (1) you are currently or were formerly employed by Defendants and/or the California Facilities as a non-exempt employee in California at any time from August 16, 2017, through **[INSERT DATE OF PRELIMINARY APPROVAL ORDER]** (the "Class Period"), and (2) you satisfy one of the following criteria: (a) you have not entered into an arbitration agreement with Defendants or the California Facilities, or (b) your arbitration agreement with Defendants or the California Facilities has been deemed unenforceable or otherwise invalidated by a court as of **[INSERT DATE OF PRELIMINARY APPROVAL ORDER]**. If you qualify as a Class Member, you could receive money from the Class Action Settlement.

You are an eligible **Aggrieved Employee** or **PAGA Group Member** if you are currently or were formerly employed by Defendants and/or the California Facilities as a non-exempt employee in California at any time from June 12, 2020, through **[INSERT DATE OF PRELIMINARY APPROVAL ORDER]** (the "PAGA Period"). If you are a PAGA Group Member, you will receive money from the Settlement of Plaintiff's PAGA claim(s).

4. How Does the Class Action Settlement Work?

In the lawsuit, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendants and/or the California Facilities as non-exempt employees in California at any time during the Class Period. Plaintiff and other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Class Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded (i.e., "opting out") in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendant
SUTTON HAGUE LAW CORPORATION, P.C. S. Brett Sutton, Esq. Jared Hague, Esq. Brady Briggs, Esq. 5200 N. Palm Avenue, Suite 203 Fresno, California 93704 Telephone: (559) 325-0500	QUARLES & BRADY LLP Sandra L. McDonough, Esq. 101 West Broadway, Ninth Floor San Diego, California 92101-8285 Telephone: (619) 237-5200

The Court has decided that Sutton Hague Law Corporation, P.C. and its attorneys are qualified to represent all of the Class Members for the purposes of this Settlement.

Class Counsel is working on your behalf. However, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Neither Defendants nor the California Facilities will retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Class Settlement Payment (explained below) based on the total number of workweeks you were employed by Defendants and/or the California Facilities as a non-exempt employee in California during the Class Period. You will release all of the Released Class Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Class Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue the Released Parties, including Defendants, for any of the Released Class Claims as defined in Section No. 9 below. Please note, if you are eligible to receive an

Individual PAGA Payment (explained below) and you do “opt-out” of the Class Action Settlement, you will still receive an Individual PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt-out.

- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement the Parties have already reached. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from this Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out or Exclude Myself from this Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Payment**, you can exclude yourself from the Settlement (i.e., “opt-out”) by sending an opt-out form by the date and to the address stated below. A form (“OPT-OUT OR REQUEST FOR EXCLUSION”) (the “Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section No. 9. The Exclusion Form must be completed, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than [INSERT OPT-OUT DEADLINE DATE]** to: **CHLOE GOMEZ V. BRISTOL BAY HOLDINGS, LLC ET AL., c/o CLASS ACTION SETTLEMENT ADMINISTRATORS, [INSERT ADDRESS AND TOLL FREE NUMBER].**

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. *How Do I Object to the Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you choose to object in writing your objection must include: (a) the objecting person’s full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) a description, in clear and concise terms, of the legal and factual arguments supporting the objection; (d) the names of any witness(es) the objector may call to testify at the Final Approval hearing; and (e) true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel, and be heard even if they did not submit a written objection. Also, Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will be included in the settlement as Class Members, will receive an Individual Settlement Payment, and will be bound by the terms of the Settlement.

9. *How Does this Class Action Settlement Affect My Rights? What Are the Released Class Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Final Judgment and will fully release and discharge Defendants and the California Facilities, including their parents, affiliates, subsidiaries, shareholders, sureties, insurers, and past and present officers, directors, employees, attorneys, benefit plans, and any other persons or entities acting on their or its behalf (the "Released Parties"), from the "Released Class Claims."

The Released Class Claims are as follows:

A. Released Class Claims.

All members of the Class, except for those who timely request exclusion, will release and discharge the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description whether pled or could have been pled based on the factual allegations made in the Action against Defendants, for the duration of the Class Period, based upon the following categories of allegations: failure to pay minimum wages, failure to pay overtime wages, failure to pay double-time wages, failure to pay for off-the-clock work, failure to provide meal periods or meal period premium payments, failure to provide rest periods or rest period premium payments, failure to provide accurate itemized wage statements, failure to properly calculate, provide and pay paid sick leave (Labor Code section 246), failure to properly calculate, provide and pay COVID-19 supplemental paid sick leave (Labor Code sections 248.1, 248.2 & 248.6), failure to reimburse business expenses (Labor Code sections 2800 & 2802), failure to timely pay wages due during employment, and failure to pay all wages due upon termination of employment, violation of the applicable provisions of the California Labor Code, violation of applicable portions of the California Code of Regulations, Title 8, section 11040, violation of California's unfair business practices and unfair competition laws to the extent they arise from violations of the Labor Code provisions alleged in the Action, and violation of the Fair Labor Standards Act ("FLSA") (the "Released Class Claims"). As of the Effective Date, the Class Members, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns are voluntarily and knowingly barred from bringing these claims during the Class Period. Except as to Class Members who timely submit a valid Exclusion Form, the Preliminary Approval Order and Final Judgment will contain provisions enjoining Plaintiff and the Class Members from prosecuting the Released Class Claims and enjoining Plaintiff and the Class Members from initiating or continuing other proceedings regarding the Released Class Claims, including but not limited to filing any claims for monetary relief of the Released Class Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. Inclusion of these provisions in the Order of Preliminary Approval Order and Final Judgment and Order of Final Approval is a material part of the consideration for this Settlement.

In addition, PAGA Group Members will specifically release and discharge Defendants and the Released Parties for any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act (“PAGA”) predicated upon the Labor Code violations that were asserted in Plaintiff’s Third Amended Notice of Labor Code Violations pursuant to Labor Code section 2699.3, dated December 26, 2023, or were asserted in the Action, as well as any potential penalties, interest, or attorneys’ fees associated with those alleged violations under California law (the “PAGA Released Claims”). As of the Effective Date, the Labor and Workforce Development Agency (“LWDA”) and each PAGA Group Member, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors, and assigns are voluntarily and knowingly barred from bringing the PAGA Released Claims during the PAGA Period. The release of the PAGA Released Claims is effective, regardless of whether the PAGA Group Member purports to submit a timely and valid request for exclusion. The Preliminary Approval Order and Final Judgment will contain provisions enjoining Named Plaintiff and the PAGA Group Members from prosecuting the PAGA Released Claims and enjoining Named Plaintiff and the PAGA Group Members from initiating or continuing other proceedings regarding the PAGA Released Claims, including but not limited to filing any claims for monetary relief of the PAGA Released Claims before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever. Inclusion of these provisions in the Preliminary Approval Order and Final Judgment and Order of Final Approval is a material part of the consideration for this Settlement.

10. How Much Can I Expect to Receive from this Settlement?

Defendant will pay, subject to Court approval, a Maximum Settlement Amount of \$2,400,000 to cover: (1) the Individual Settlement Payments to all Settlement Class Members; (2) the Class Representative Service Payment in an amount up to \$25,000; (3) the Administration Costs to the Settlement Administrator in an amount up to [insert]; (4) the Class Counsel Award for attorneys’ fees of not more than \$800,000, supported by declaration; (5) a PAGA Payment for settlement of claims under PAGA for \$320,000, with 75% of that portion (\$240,000) to be paid to the LWDA, and the remaining 25% (\$80,000) to be distributed to PAGA Group Members as Individual PAGA Payments.

After deducting the Service Payment, Settlement Administration Costs, Class Counsel’s attorneys’ fees, and PAGA Payment, the remaining sum, estimated at [insert after admin costs determined] is the “Net Class Settlement Fund”, which shall be distributed to all Participating Class Members. The Settlement Administrator will calculate the Individual Class Settlement Payments for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked in a non-exempt capacity based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the number of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [insert], less taxes. This is based on Defendant’s records, which show you worked [insert] workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Class Counsel and

Defendant's Counsel will make a final determination. If this was re-mailed to you, you have an additional ten (10) days to submit a dispute.

Ten percent (10%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining ninety percent (90%) of your Individual Settlement Payment will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099-MISC.

Defendant is expected to fund begin funding the Gross Settlement Amount within fourteen (14) days after the Settlement becomes final and complete funding the Gross Settlement Amount within approximately nine months of its first payment. Your Individual Class Settlement Payment will be distributed within approximately twenty (20) days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to a *cy pres* recipient consistent with section 384 of the California Code of Civil Procedure.

11. What is the PAGA Payment, and Am I Eligible for it?

Under the terms of the Settlement, \$320,000 has been set aside as a PAGA payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (equivalent to \$240,000) will be sent to the LWDA. Twenty-five percent (25%) of the PAGA Payment (equivalent to \$80,000) will be distributed pro rata to the PAGA Group Members based on the number of pay periods they worked during the PAGA Period.

You are PAGA Group Member and will share the PAGA Payment under the Settlement if you are a current or former non-exempt employee who worked for Defendants and/or the California Facilities in California at any time from June 12, 2020, through [INSERT DATE OF PRELIMINARY APPROVAL ORDER] (the "PAGA Period").

The individual share will be calculated by determining the total number of pay periods during which the PAGA Group Members were employed during the PAGA Period (i.e., the sum of all pay periods of worked by all PAGA Group Members) and dividing \$80,000 by that total number of pay periods to determine the monetary value assigned to each PAGA pay period. That number will then be multiplied by the individual Paga Group Member's total number of pay periods worked during the PAGA Period to determine that individual's Individual PAGA Payment. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099-MISC will issue.

Based on your total number of pay periods, your Individual PAGA Payment is \$[REDACTED]. You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot object or exclude yourself from the PAGA portion of the Settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the Settlement, you will still be paid your portion of the civil penalties described above.

If you are not a PAGA Group Member, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed 33.33% of the Gross Settlement Amount (or \$800,000) for attorneys' fees incurred in litigating the class action.

Defendants have paid and will pay all of their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Class Representative(s) will also be paid a Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Honorable Tara Desautels, at the Superior Court for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612, Department 23. You are not required to appear at this hearing, but you have a right to do so if you wish.

14. How Do I Get More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "Links Healthcare class action settlement."

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Records Management Office at located at 1225 Fallon St., Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

In addition, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also contact the Settlement Administrator, whose contact information is above, and they will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

15. *How Do I Contact the Settlement Administrator?*

The Settlement Administrator may be contacted as follows:

Chloe Gomez v. Bristol Bay Holdings, LLC et al.
c/o Class Action Settlement Administrators,
[Insert Address And Toll Free Number].