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Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

SHARON MORRIS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HOSPITAL OF THE
MONTEREY PENINSULA, a California
nonprofit corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21CV001953

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**DECLARATION OF KEVIN LEE WITH
RESPECT TO SETTLEMENT NOTICE
ADMINISTRATION**

Date: September 9, 2022

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: June 16, 2021

FAC Filed: August 6, 2021

SAC Filed: January 24, 2022

Trial Date: None Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Sharon Morris v. Community Hospital of the Monterey Peninsula*. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On June 2, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of weeks and pay periods worked by each Class Member (“Class List and Data”) during the Class Period. The final

mailing list contained three thousand seventy-four (3,074) individuals identified as Class Members.

4. On June 7, 2022, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On June 7, 2022, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all three thousand seventy-four (3,074) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, ten (10) Notices have been returned to Phoenix. Four (4) were returned with a forwarding address, and were promptly remailed to the updated address affixed thereto. For the six (6) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the six (6) Notices that were skip traced, four (4) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, two (2) Notices remain undeliverable, since an updated address could not be obtained via skip trace.

8. As of the date of this declaration, Phoenix has received nineteen (19) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was July 22, 2022.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was July 22, 2022.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was July 22, 2022.

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1 11. There are three thousand fifty-five (3,055) Class Members who did not submit
2 timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
3 representing approximately 99.38% of the Class. Settlement Class Members have worked a
4 collective total of four hundred twelve thousand seven hundred ninety-four (412,794) Workweeks
5 during the Class Period.

6 12. The Net Settlement Amount of \$879,706.72 available to pay Settlement Class
7 Members was determined by subtracting the requested Class Counsel attorneys' fees
8 (\$483,333.33), and costs (\$3,209.95), requested Class Representative Enhancement to Plaintiff
9 Morris (\$10,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement
10 Administration Costs (\$23,750.00) from the Gross Settlement Amount (\$1,450,000.00).

11 13. Based upon the calculations stipulated in the Settlement, the highest Individual
12 Settlement Share to be paid is approximately \$458.19, the lowest Individual Settlement Share to
13 be paid is approximately \$2.13, while the average Individual Settlement Share to be paid is
14 approximately \$287.96. Settlement Class Members will be issued payment of their Individual
15 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
16 respect to the wages portion of the Individual Settlement Share (the net payment is their
17 "Individual Settlement Payment").
18

19 14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated
20 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
21 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
22 or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
23 are or were employed by Defendant during the PAGA Period. There are two thousand four hundred
24 six (2,406) Aggrieved Employees who worked a total of sixty-four thousand four hundred
25 seventeen (64,417) Pay Periods during the PAGA Period. The highest Individual PAGA Payment
26 to be paid is approximately \$6.99, and the average Individual PAGA Payment to be paid is
27 approximately \$5.19.

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1 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
2 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
3 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$12,711.76.

4 16. Phoenix's costs associated with the administration of this matter are \$23,750.00.
5 This includes all costs incurred to date, as well as estimated costs involved in completing the
6 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

7 **Exhibit B.**

8
9 I declare under penalty of perjury of the laws of the State of California that the foregoing
10 is true and correct.

11
12 Executed this 9th day of August 2022, at Orange, California.

13
14
15 

16 KEVIN LEE

Exhibit A

«first_name» «last_name»

Sharon Morris v. Community Hospital of the Monterey Peninsula

Superior Court of the State of California, County of Monterey

Case No.: 21CV001953

If you are a current or former employee of Community Hospital of the Monterey Peninsula (“CHOMP” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT

FROM THIS CLASS ACTION SETTLEMENT IS «Est_Amt».

According to CHOMP’s records, the total number of workweeks that you worked as an employee in California between June 16, 2017, through and including July 22, 2021, is «Weeks». Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be «Est_Amt».

- This lawsuit involves a class defined as: All current and former non-exempt employees employed by CHOMP in the State of California from June 16, 2017, through July 22, 2021.
- You are receiving this Notice because the records reflect that you may be a class member.
- In this lawsuit, Plaintiff Sharon Morris (“Plaintiff”) alleges that Defendant failed to pay sick pay and meal and rest period premiums at the correct rate of pay. CHOMP denies Plaintiff’s allegation. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or CHOMP’s defenses.
- You will not be penalized or retaliated against by CHOMP for participating in this settlement. If you are currently employed by CHOMP, this settlement will not affect your employment in any way. Current employees of CHOMP who choose to participate in the settlement will not be required to resign and can continue to work for CHOMP.
- You have several options available to you, which are explained in the chart below:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds. In exchange for the settlement proceeds, you will give up any rights to sue CHOMP separately for claims based on the facts pled in the Complaint, which are or could be the basis of claims that CHOMP failed to pay sick pay and meal and rest period premiums at the correct rate of pay (See Section 8 below for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
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ASK TO BE EXCLUDED (OPT OUT)	You can exclude yourself from this lawsuit. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own separate suit against CHOMP for the same legal claims in this lawsuit that are released in this settlement. You cannot ask to be excluded <u>and</u> still get a settlement payment for the claims. If you ask to be excluded from the settlement, you cannot object to the settlement.
OBJECT	If you do not agree with the settlement, you can object to the terms of this settlement. The Court may or may not agree with your objection. If you object to the settlement and the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the settlement will <u>not</u> exclude you from the settlement.
ATTEND THE FINAL APPROVAL HEARING	You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on September 9, 2022 at 8:30 a.m. More information regarding this hearing is set forth in section 10.

**Your options are explained in this notice.
To opt out or object, you must act by July 22, 2022.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of CHOMP’s non-exempt employees. You have received this notice because CHOMP’s records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on June 16, 2021, on behalf of individuals who are employed or have been employed by CHOMP as non-exempt employees in the State of California, during the Class Period. “Class Period” is defined as the period from June 16, 2017, through July 22, 2021. The operative complaint alleges class and representative Private Attorney General Act (“PAGA”) claims against CHOMP for (1) failing to pay sick pay at the correct rate of pay that resulted in the failure to pay all wages owed to current and former employees, in violation of the California Labor Code sections 201-203 and 246, and (2) failing to pay meal and rest period premiums at the correct rate of pay in violation of the California Labor Code sections 201-203, 226.7, and 512.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or CHOMP’s defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although CHOMP disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$1,450,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$483,333.33
- Litigation Costs: \$20,000.00
- Settlement Administration Costs to the Settlement Administrator: \$23,750.00
- Class Representative Service Award to Class Representative: \$10,000.00
- Payment to the Labor and Workforce Development Agency ("LWDA"): \$37,500.00, representing its share of the settlement payment for the PAGA claims made in this lawsuit, pursuant to the California Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts in full, approximately \$875,416.67 is estimated to be available for payment to the Class Members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

Each class member's Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members on a pro rata basis, based on the number of workweeks worked by each respective Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 10% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2, and 90% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to CHOMP's records, the total number of workweeks you worked during the Class Period is «Weeks».

If you disagree with the above information regarding your number of workweeks worked and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated Individual Settlement Payment from the class settlement is «Est_Amt».

6. What if I disagree with information or the number of workweeks shown above?

If you believe the information in the notice is incorrect regarding the number of workweeks you worked, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of workweeks that you believe you worked as a non-exempt employee in California during the Class Period that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

Morris v. Community Hospital of the Monterey Peninsula

c/o Phoenix Settlement Administrators

PO Box 7208, Orange, CA 92863

Toll-Free: (800) 523-5773

Facsimile: (949) 209-2503

You must submit such information by July 22, 2022. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, subject to the final resolution by the Court if the Court decides to rule on the dispute. If the Court does not issue a ruling on the dispute, the Settlement Administrator's determination of the number of workweeks you worked will be binding.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

Any of all claims that were alleged in the operative Complaint and derivative claims related thereto arising from the facts as alleged in the operative Complaint.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by July 22, 2022.

Morris v. Community Hospital of the Monterey Peninsula

c/o Phoenix Settlement Administrators

PO Box 7208, Orange, CA 92863

Toll-Free: (800) 523-5773

Facsimile: (949) 209-2503

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be postmarked or fax stamped on or before July 22, 2022.

If your Request for Exclusion is postmarked or fax stamped after July 22, 2022, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue CHOMP separately about the claims made in this lawsuit, with the exception of the PAGA claim, which will be released upon court approval of the PAGA Settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than July 22, 2022. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) written basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be postmarked or fax stamped on or before July 22, 2022. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

Any Class Member may nevertheless appear and make an objection at the Final Approval Hearing. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than July 22, 2022. The Final Approval Hearing will be held in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California on September 9, 2022 at 8:30 a.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California at September 9, 2022 at 8:30 a.m. (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, **but you are not required to do so.** You also have the right to hire an attorney to represent

you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This Notice is a summary of the basic terms of the settlement. For further information, you may telephone the Settlement Administrator, Phoenix Settlement Administrators, at (800) 523-5773, or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Monterey Superior Court, 1200 Aguajito Road, Monterey, California.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or CHOMP's counsel for information regarding this settlement.

«first_name» «last_name»

Sharon Morris contra el Hospital Comunitario de la Península de Monterey

**Tribunal Superior del Estado de California, Condado de MontereyCaso
nº: 21CV001953**

Si usted es un empleado actual o anterior del Community Hospital of the Monterey Peninsula ("CHOMP" o "Demandado"), una demanda colectiva puede afectar a sus derechos y puede tener derecho a beneficios en virtud del acuerdo.

Usted no está siendo demandado. Un tribunal autorizó esta notificación. No es una solicitud de un abogado.

LEA ATENTAMENTE ESTE AVISO. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

**SU CANTIDAD TOTAL ESTIMADA DE PAGOS INDIVIDUALES DE ESTE
ACUERDO DE ACCIÓN COLECTIVA ES DE «Est_Amt».**

Según los registros de CHOMP, el número total de semanas de trabajo que usted trabajó como empleado en California entre el 16 de junio de 2017 y el 22 de julio de 2021 inclusive, es de «Weeks». Sobre la base de este número, se estima que su Monto de Pago del Acuerdo Individual como miembro de la Clase es de «Est_Amt».

- Esta demanda involucra a una clase definida como Todos los empleados actuales y anteriores no exentos empleados por CHOMP en el Estado de California desde el 16 de junio de 2017 hasta el 22 de julio de 2021.
- Usted está recibiendo este Aviso porque los registros reflejan que usted puede ser un miembro de la clase.
- En esta demanda, la Demandante Sharon Morris ("Demandante") alega que el Demandado no pagó la paga por enfermedad y las primas por períodos de comida y descanso a la tasa correcta de pago. CHOMP niega la alegación de la demandante. Tras el intercambio de información y pruebas relevantes, las partes acordaron entrar en negociaciones de conciliación en un intento de resolver informalmente las reclamaciones del caso.
- Se ha llegado a un acuerdo que afecta a sus derechos. Aunque el Tribunal ha autorizado a las Partes a proporcionar esta notificación del acuerdo propuesto, el Tribunal no ha expresado ninguna opinión sobre el fondo de las reclamaciones del Demandante o las defensas de CHOMP.
- Usted no será penalizado ni recibirá represalias por parte de CHOMP por participar en este acuerdo. Si usted es actualmente empleado de CHOMP, este acuerdo no afectará su empleo de ninguna manera. Los empleados actuales de CHOMP que decidan participar en el acuerdo no tendrán que renunciar y podrán seguir trabajando para CHOMP.
- Dispone de varias opciones, que se explican en el cuadro siguiente:

NO HACER NADA	Al no hacer nada, usted recibirá una parte de las ganancias del acuerdo. A cambio de las ganancias del acuerdo, usted renunciará a cualquier derecho a demandar a CHOMP por separado por reclamaciones basadas en los hechos alegados en la Demanda, que son o podrían ser la base de las reclamaciones de que CHOMP no pagó la paga por enfermedad y las primas por períodos de comida y descanso a la tasa correcta de pago (Véase la Sección 8 más adelante)
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	para una explicación de las reclamaciones a las que usted está renunciando). Si se muda, debe notificar al Administrador del Acuerdo su nueva dirección.
PEDIR SER EXCLUIDO	Usted puede excluirse de esta demanda. Si pide ser excluido, <u>no</u> recibirá una parte de las ganancias del acuerdo, pero mantendrá cualquier derecho que pueda tener para presentar su propia demanda separada contra CHOMP por las mismas reclamaciones legales en esta demanda que se liberan en este acuerdo. No puede pedir que se le excluya <u>y</u> seguir recibiendo un pago de liquidación por las reclamaciones. Si pide ser excluido del acuerdo, no puede oponerse al mismo.
OBJEAR	Si no está de acuerdo con el acuerdo, puede objetar los términos de este acuerdo. El Tribunal puede o no estar de acuerdo con su objeción. Si usted se opone al acuerdo y el Tribunal no está de acuerdo con su objeción, seguirá estando obligado por los términos del acuerdo y recibirá un pago del acuerdo. Objetar el acuerdo <u>no</u> le excluirá del mismo.
ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL	Puede solicitar hablar en el Tribunal sobre la equidad del acuerdo en la Audiencia de Aprobación Final. El Tribunal celebrará una Audiencia de Aprobación Definitiva para determinar si el acuerdo es justo, razonable y adecuado el 9 de septiembre de 2022 a las 8:30 a.m. En la sección 10 se ofrece más información sobre esta audiencia.

Sus opciones se explican en este aviso.
Para excluirse u objetar, debe actuar antes del 22 de julio de 2022.

1. ¿Por qué he recibido este aviso?

Se ha llegado a un acuerdo propuesto en una demanda colectiva que se presentó en nombre de los empleados no exentos de CHOMP. Usted ha recibido esta notificación porque los registros de CHOMP indican que usted es un miembro de la clase del acuerdo.

2. ¿De qué trata esta demanda?

Esta demanda fue presentada el 16 de junio de 2021, en nombre de las personas que están empleadas o han sido empleadas por CHOMP como empleados no exentos en el Estado de California, durante el Período de la Clase. "Período de la Clase" se define como el período comprendido entre el 16 de junio de 2017 y el 22 de julio de 2021. La demanda operativa alega reclamaciones de la clase y del representante de la Ley del Fiscal General Privado ("PAGA") contra CHOMP por (1) no pagar la paga por enfermedad a la tasa correcta de pago que resultó en la falta de pago de todos los salarios adeudados a los empleados actuales y anteriores, en violación del Código Laboral de California secciones 201-203 y 246, y (2) no pagar las primas de los períodos de comida y descanso a

la tasa correcta de pago en violación del Código Laboral de California secciones 201-203, 226.7 y 512.

3. ¿Ha decidido el Tribunal quién tiene razón?

No. El Tribunal no ha tomado ninguna decisión sobre el fondo de las alegaciones del demandante o de las defensas de CHOMP.

4. ¿Por qué se resolvió este caso?

Las partes llegaron a un acuerdo para evitar el riesgo, los inconvenientes y los gastos de un nuevo litigio. La demandante y sus abogados creen que el acuerdo propuesto es justo, adecuado y en el mejor interés de los miembros de la clase a los que se aplica, dado el resultado de su investigación, y el consumo de tiempo y recursos necesarios en relación con un litigio adicional. Aunque la CHOMP refuta las reclamaciones de la demandante y afirma que ha cumplido con todas sus obligaciones legales hacia sus empleados, el demandado también ha llegado a la conclusión de que un litigio adicional sería costoso y desviaría el tiempo de la dirección y de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

El importe bruto del acuerdo es de 1.450.000 dólares. En virtud del acuerdo propuesto, se deducirán las siguientes cantidades antes de realizar cualquier pago a los empleados, sujeto a la aprobación final del Tribunal:

- Honorarios de los abogados: 483.333,33 dólares
- Costes del litigio: \$20,000.00
- Costes de administración del acuerdo para el administrador del acuerdo: 23.750,00 dólares
- Premio al servicio del representante de la clase: 10.000 dólares
- Pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA"): 37.500,00 dólares, que representan su parte del pago del acuerdo por las reclamaciones PAGA realizadas en esta demanda, de acuerdo con el Código Laboral de California § 2699.

Después de estas deducciones, y en la medida en que el Tribunal apruebe estos importes en su totalidad, se estima que habrá aproximadamente 875.416,67 dólares disponibles para el pago a los Miembros del Grupo que reciban esta notificación ("Importe neto del acuerdo"). Estas cantidades pueden cambiar y están sujetas a la aprobación del Tribunal.

El pago individual del acuerdo de cada miembro del grupo se determinará de la siguiente manera:

- El Monto Neto del Acuerdo se repartirá entre los Miembros de la Clase en forma prorrateada, sobre la base del número de semanas de trabajo de cada Miembro de la Clase respectivo durante el Período de la Clase.

Todos los pagos de liquidación individual serán tratados de la siguiente manera: El 10% como pago de salarios (sujeto a la retención de impuestos sobre el empleo y que debe declararse en los formularios W-2 del IRS, y el 90% como sanciones e intereses (no sujetos a la retención de impuestos sobre el empleo y que deben declararse en los formularios 1099 del IRS).

Según los registros de CHOMP, el número total de semanas de trabajo que usted trabajó durante el Período de la Clase es de «Weeks».

Si no está de acuerdo con la información anterior relativa a su número de semanas de trabajo y desea que alguien

investigue el asunto, siga el procedimiento que se indica a continuación. Sobre la base de la información anterior, su pago de liquidación individual estimado del acuerdo colectivo es de «Est_Amt».

6. ¿Qué pasa si no estoy de acuerdo con la información o el número de semanas de trabajo que se muestra arriba?

Si cree que la información en la notificación es incorrecta con respecto al número de semanas de trabajo que trabajó, puede proporcionar documentación o explicaciones al Administrador del Acuerdo para demostrar la información contraria. Puede escribir una carta en la que exponga el número de semanas de trabajo que cree que ha trabajado como empleado no exento en California durante el Periodo de la Clase que cree que es correcto. Puede adjuntar cualquier documentación pertinente en apoyo de la misma. Debe enviar su carta por correo o por fax a

Morris contra el Hospital Comunitario de la Península de Monterey

c/o Phoenix Settlement Administrators
Apartado de correos 7208, Orange, CA 92863
Llamada gratuita: (800) 523-5773
Facsímil: (949) 209-2503

Debe presentar dicha información antes del 22 de julio de 2022. Los Abogados del Grupo y el Administrador del Acuerdo trabajarán juntos de buena fe y harán todo lo posible para resolver rápidamente la disputa basándose en los registros disponibles. El Administrador del Acuerdo revisará toda la información, el material y los documentos y tomará una decisión respecto a la disputa, sujeta a la resolución final del Tribunal si éste decide pronunciarse sobre la misma. Si el Tribunal no se pronuncia sobre la disputa, la determinación del Administrador del Acuerdo sobre el número de semanas laborales que usted trabajó será vinculante.

7. ¿Qué tengo que hacer para recibir una parte de la liquidación?

Si desea recibir una indemnización según los términos de este acuerdo, **no tiene que hacer nada**. Sin embargo, es aconsejable que confirme su dirección postal actual con el Administrador del Acuerdo para asegurarse de que recibe su parte del acuerdo. Si se muda, debe notificar al Administrador del Acuerdo su nueva dirección. Estará cubierto por la exención resumida en la sección 8, más abajo.

8. ¿A qué derechos estoy renunciando?

Las reclamaciones que liberará al no hacer nada y participar en el acuerdo son las siguientes:

Cualquiera de todas las reclamaciones que se alegaron en la Demanda operativa y las reclamaciones derivadas relacionadas con ella que surjan de los hechos alegados en la Demanda operativa.

9. ¿Qué pasa si no deseo participar?

Cualquier persona que no desee participar en el acuerdo puede excluirse ("opt out") completando, firmando y enviando por correo/fax una carta indicando que no desea participar en el acuerdo al administrador del acuerdo, Phoenix Settlement Administrators, a la siguiente dirección antes del 22 de julio de 2022.

Morris contra el Hospital Comunitario de la Península de Monterey

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Apartado de correos 7208, Orange, CA 92863
Llamada gratuita: (800) 523-5773

Su carta debe incluir (1) su nombre, dirección y número de teléfono; (2) una declaración indicando que desea ser excluido del acuerdo; y (3) su firma. Su carta debe llevar matasellos o sello de fax a más tardar el 22 de julio de 2022.

Si su Solicitud de Exclusión lleva un matasellos o un sello de fax posterior al 22 de julio de 2022, será rechazada por ser extemporánea, y usted será un Miembro de la Clase del Acuerdo y estará obligado por los términos del acuerdo y la liberación. Cualquier persona que presente una Solicitud de Exclusión válida y a tiempo no será considerada Miembro del Grupo del Acuerdo y no recibirá ningún pago como parte de este acuerdo. Dichas personas mantendrán cualquier derecho a demandar a CHOMP por separado sobre las reclamaciones hechas en esta demanda, con la excepción de la reclamación PAGA, que será liberada una vez que el tribunal apruebe el Acuerdo PAGA.

10. ¿Qué pasa si tengo una objeción?

Un miembro del grupo puede objetar al acuerdo por escrito o en persona. Las objeciones escritas y todos los escritos de apoyo u otros materiales deben ser presentados al Administrador del Acuerdo por correo o fax a más tardar el 22 de julio de 2022. El Tribunal decidirá sobre las objeciones en la Audiencia de Aprobación Final. Si su objeción es rechazada en la Audiencia de Aprobación Definitiva, usted seguirá estando obligado por los términos de este acuerdo y recibirá un pago del acuerdo.

Para que las objeciones escritas sean válidas, deben contener (1) su nombre, dirección y número de teléfono; (2) la base escrita de su objeción, y (3) su firma. Puede incluir copias de cualquier documento, escrito o documento en el que se base la objeción. La objeción escrita deberá llevar matasellos o sello de fax a más tardar el 22 de julio de 2022. La fecha del matasellos o del fax será el único medio para determinar que una objeción escrita es oportuna y válida.

No obstante, cualquier Miembro del Grupo puede comparecer y presentar una objeción en la Audiencia de Aprobación Definitiva. El Miembro de la Clase puede comparecer personalmente o a través de un abogado, a sus expensas, en la Audiencia de Aprobación Definitiva para presentar su objeción directamente al Tribunal. Cualquier abogado que vaya a representar a un individuo que se oponga a este Acuerdo y que no haya presentado una objeción por escrito debe presentar una notificación de comparecencia ante el Tribunal y notificar a los Abogados del Grupo y a los Abogados de la Defensa a más tardar el 22 de julio de 2022. La Audiencia de Aprobación Definitiva se celebrará en el Departamento 15 del Tribunal Superior del Condado de Monterey, en el Palacio de Justicia de Monterey, ubicado en 1200 Aguajito Road, Monterey, California, el 9 de septiembre de 2022 a las 8:30 a.m. (hora del Pacífico).

11. ¿Necesito un abogado? ¿Quiénes son los abogados en este caso?

No es necesario que contrate a su propio abogado, ya que el abogado del grupo trabaja en su nombre. Sin embargo, si quiere tener su propio abogado, es libre de contratar uno a su costa.

Los siguientes son los abogados del grupo:

Larry W. Lee (Colegio de Abogados del
Estado n° 228175)
Mai Tulyathan (Colegio de Abogados del
Estado n° 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250

William L. Marder (Colegio de Abogados del
Estado n° 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214

Los Ángeles, CA 90071
(213) 488-6555
(213) 488-6554 facsímil

(831) 634-0333 facsímil

12. ¿Qué sucede a continuación en el caso?

El Acuerdo sólo ha sido aprobado preliminarmente. El Tribunal celebrará una audiencia en el Departamento 15 del Tribunal Superior del Condado de Monterey, en el Palacio de Justicia de Monterey, ubicado en 1200 Aguajito Road, Monterey, California, el 9 de septiembre de 2022 a las 8:30 a.m. (hora del Pacífico), para determinar si el acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe la solicitud de los Abogados del Grupo de los honorarios y costos de los abogados, la adjudicación de servicios del Demandante y los costos de administración del acuerdo. En la Audiencia de Aprobación Final, el Tribunal escuchará todas las objeciones, así como los argumentos a favor y en contra del acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, **pero no está obligado a hacerlo**. También tiene derecho a contratar a un abogado para que le represente, a sus expensas, o a comparecer y representarse a sí mismo. La audiencia puede continuar sin necesidad de avisarle. No es necesario que comparezca en esta audiencia.

13. ¿Cómo puedo recibir más información?

Este aviso es un resumen de los términos básicos del acuerdo. Para obtener más información, puede llamar por teléfono al administrador del acuerdo, Phoenix Settlement Administrators, al (800) 523-5773, o a los abogados del grupo (mencionados anteriormente). También puede revisar el acuerdo de conciliación, que está archivado en la Secretaría del Tribunal Superior de Monterey, 1200 Aguajito Road, Monterey, California.

TODAS LAS CONSULTAS RELATIVAS A ESTE LITIGIO DEBEN HACERSE A LOS ABOGADOS DEL DEMANDANTE: Larry W. Lee y Mai Tulyathan de Diversity Law Group, P.C, 515 S. Figueroa Street, Suite 1250, Los Ángeles, CA 90071, Teléfono: (213) 488-6555; y William L. Marder de Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Teléfono: (831) 531-4214.

Por favor, no llame por teléfono al Tribunal, a la Oficina del Secretario, o al abogado de CHOMP para obtener información sobre este acuerdo.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	3074
Opt Out Rate	0.62%
Opt Outs Received	19
Total Class Claimants	3055
Subtotal Admin Only	\$23,773.50

TOTAL COSTS	\$23,750.00
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Not to Exceed

August 9, 2022

Case: Morris v. Community Hospital of the Monterey Peninsula

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$175.00	1	\$175.00
Call Center & Long Distance	\$2.00	307	\$614.80
NCOA (USPS)	\$0.15	3074	\$461.10
Total			\$2,000.90

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	3,074	\$461.10
Notice Packet & Opt-Out Form	\$1.50	3,074	\$4,611.00
Postage (up to 1 oz.)	\$0.70	3,074	\$2,151.80
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$8,598.90

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.50	10	\$25.00
Remail Notice Packets	\$1.50	6	\$9.00
Postage	\$0.70	6	\$4.20
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$303.20

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	3	\$450.00
Non Opt-Out Processing	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,050.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.50	3,055	\$4,582.50
Estimated Postage Checks, W2 and 1099	\$0.60	3,055	\$1,833.00
Total			\$7,980.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$60.00	2	\$120.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	550	\$825.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,840.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$23,773.50