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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 ANTHONY BIZZLE, an individual;
11 LOURDES LOERA, an individual;
12 individually and on behalf of all others
similarly situated;

13 Plaintiffs,

14 vs.

15 CYPRESS HEALTHCARE GROUP, LLC,
16 an unknown business entity; DEFENDER,
17 LLC, an unknown business entity; SAYLOR
18 LANE HEALTHCARE CENTER, an
19 unknown business entity; and DOES 1
through 100, inclusive,

20 Defendants.

Case No. 34-2021-00306246

[ASSIGNED FOR ALL PURPOSES TO:
HON. LAURI A. DAMRELL DEPT. 22]

CLASS ACTION

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

Complaint Filed: August 16, 2021
FAC Filed: April 12, 2023
Trial Date: None Set

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13 Attorneys for Plaintiff LOURDES LOERA, individually,
14 and on behalf of ALL others similarly situated
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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“**Stipulation**,”
2 “**Settlement**,” or “**Settlement Agreement**”) is made and entered into by and between Plaintiff
3 Lourdes Loera (“**Plaintiff**”), on behalf of herself and all others similarly situated, and Defendants
4 Cypress Healthcare Group, LLC, Cottons LLC, Defender LLC, Maltique LLC, Rosebay LLC,
5 Spyglass LLC, and Surmell LLC (collectively, “**Defendants**”). Hereinafter, Plaintiff and Defendants
6 are collectively referred to as the “**Parties**,” or individually as a “**Party**.”

7 **I. The Conditional Nature of This Stipulation**

8 The Parties enter into this Settlement Agreement in compromise of disputed claims, and for
9 the sole purpose of resolving the claims asserted against Defendants in the following four actions
10 (collectively referred to hereinafter as “the Litigation”):

- 11 1. “*Anthony Bizzle v. Cypress Healthcare Group, LLC, Defender, LLC,*
12 *Saylor Lane Healthcare Center*; Sacramento Superior Court Case
13 Number 34-2021-00306246 (“**Bizzle Matter 1**”);
- 14 2. *Anthony Bizzle v. Cypress Healthcare Group, LLC; Defender, LLC;*
15 *Saylor Lane Healthcare Center*; Sacramento Superior Court
Case Number 34-2021-00308678 (“**Bizzle Matter 2**”);
- 16 3. *Lourdes Loera v. Spyglass LLC, et al.*, Sacramento Superior Court Case
17 Number: 34-2021-00310054 (except as it pertains to defendants C.O.N.R.,
18 Inc.; S.L.H.C.C., Inc.; and S.H.C.C., Inc.¹) (“**Loera Matter**”); and
- 19 4. *Anthony Bizzle v. Asbury Park Nursing & Rehabilitation; Cypress*
20 *Healthcare Group, LLC*; Sacramento Superior Court Case Number 34 2021-
00311500 (“**Bizzle Matter 3**”).

21 This Stipulation is intended by the Parties to result in a Judgment and to fully, finally, and
22 forever resolve, discharge and settle the Released Class Claims and Released PAGA Claims (as
23 defined below) upon and subject to the terms and conditions thereof.

24 The Stipulation is subject to approval by the Court. In the event that the Court does not grant
25 Final Approval of the Settlement, or the Judgment does not become final for any reason, this

26 ¹ The Loera Matter includes claims asserted against several additional defendants (C.O.N.R., Inc.,
27 S.L.H.C.C., Inc.; and S.H.C.C., Inc.) that are not encompassed by the instant Stipulation, and who
28 are therefore expressly excluded from this Settlement and any release(s) described herein.

1 Stipulation will be deemed null and void, it will be of no force or effect whatsoever, and it will not
2 be referred to or used for any purpose whatsoever in connection with further litigation (except
3 proceedings to enforce the Settlement).

4 The Parties stipulate that class certification and representative treatment is appropriate solely
5 for purposes of this Settlement. Defendants deny all of the claims and allegations asserted in the
6 Litigation. . The Parties have agreed to resolve the Litigation via this Stipulation, however, to the
7 extent the Stipulation is deemed void or does not take effect, Defendants expressly reserve the right
8 to assert all defenses or privileges in response to the claims and allegations in the Litigation (including
9 but not limited to, contesting class certification for any reason).

10 **II. Procedural Posture**

11 **Bizzle Matter 1.** On August 16, 2021, Plaintiff Anthony Bizzle filed a complaint against
12 Defendants Cypress Healthcare Group, LLC and Defender, LLC in the Sacramento Superior Court,
13 Case No. 34-2021-00306246. (i.e., **Bizzle Matter 1**), which asserted putative class claims for
14 violations of 1) California Labor Code §§ 510 and 1198 (unpaid overtime); 2) California Labor Code
15 § 226.7 and 512(a) (unlawful meal periods); 3) California Labor Code § 226.7 (unlawful rest
16 periods); 4) California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); 5)
17 California Labor Code collectively 201 and 202 (failure to timely pay all final wages due); 6) V
18 California Labor Code collectively 204 (failure to timely pay wages during employment); 7)
19 California Labor Code collectively 226(a) (wage statement violations); 8) California Labor Code §
20 1174(d) (failure to maintain required payroll records); 9) California Labor Code §§ 2800 and 2802
21 (unreimbursed business expenses); and 10) California Business & Professions Code sections 17200,
22 et seq. (unlawful business practices). (“Bizzle Matter 1”). Bizzle Matter 1 was filed in Sacramento
23 Superior Court and assigned case number 34-2021-00306246.

24 **Bizzle Matter 2.** On September 23, 2021, Plaintiff Anthony Bizzle filed a separate lawsuit in
25 the Sacramento Superior Court, Case No. 34-2021-00308678. (i.e., **Bizzle Matter 2**), which asserted
26 a sole representative claim for civil penalties under the California Private Attorneys General Act of
27 2004 (“PAGA”) against Defendants Cypress Healthcare Group, LLC and Defender, LLC, based on
28 the underlying Labor Code violations described in the complaint in Bizzle Matter 1.

1 **Bizzle Matter 3.** On November 22, 2021, Plaintiff Anthony Bizzle filed a separate lawsuit in
2 filed in Sacramento Superior Court, Case No, 34-2021-00311500 (i.e., **Bizzle Matter 3**), which
3 asserted a sole representative PAGA claim for civil penalties against Defendants Cypress Healthcare
4 Group, LLC and Asbury Park Nursing & Rehabilitation, based on the same underlying Labor Code
5 violations alleged in Bizzle Matter 1.

6 **Loera Matter.** On October 10, 2021, Plaintiff Lourdes Loera filed a class action and
7 representative PAGA complaint against Defendants Spyglass LLC, C.O.N.R., Inc., Cypress
8 Healthcare Group, LLC., S.L.H.C.C., Inc., Saylor Lane Healthcare Center, S.H.C.C., Inc., and
9 Maltique LLC in Sacramento Superior Court, Case No. 34-2021-00310054 (i.e., the **Loera Matter**).
10 The complaint in the Loera Matter asserted putative class claims for 1) Failure to Provide Required
11 Meal Periods; 2) Failure to Provide Required Rest Periods; 3) Failure to Pay Overtime Wages; 4)
12 Failure to Pay Minimum Wages; 5) Failure to Pay All Wages Due to Discharged and Quitting
13 Employees; 6) Failure to Furnish Accurate Itemized Wage Statements; 7) Failure to Indemnity
14 Employees for Necessary Expenditures Incurred in Discharge of Duties; 8) Unfair and Unlawful
15 Business Practices; as well as 9) a representative claim for civil penalties pursuant to the PAGA.
16 Matter”).

17 **The “Litigation.”** On April 12, 2023, pursuant to the stipulation of the Parties and the Court’s
18 order thereon, a First Amended Complaint was filed in **Bizzle Matter 1**, which combined all parties
19 and claims that are covered by the instant Settlement in a single pleading. Pending final approval of
20 the Settlement in Bizzle Matter 1, the Parties have agreed to stay the remaining cases solely with
21 respect to Defendants, and to seek to dismiss the overlapping actions against Defendants within thirty
22 days of Final Approval of the Stipulation. Notwithstanding the foregoing, it is expressly agreed that
23 Plaintiff Loera shall retain the right to continue to pursue claims in the Loera Action against
24 defendants who are not parties to the instant settlement, and that the litigation in the Loera Matter
25 shall not be stayed as to those defendants (i.e., C.O.N.R., Inc., S.L.H.C.C., Inc.; and S.H.C.C., Inc.),
26 as noted in footnote 1, above.

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1 **III. Defendants' Denial of Wrongdoing or Liability**

2 Defendants deny all of the claims and contentions alleged by the Plaintiff in the Litigation,
3 and has asserted multiple defenses to liability, class certification, and damages. Defendants do not,
4 by this Settlement Agreement or otherwise, admit any liability of wrongdoing of any kind.
5 Nonetheless, Defendants have taken into account the uncertainty and risks inherent in any litigation,
6 particularly class action litigation, and concluded that to continue the Litigation would be protracted
7 and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and
8 upon the terms and conditions set forth in this Stipulation.

9 The Parties understand and acknowledge that this Settlement Agreement constitutes a
10 compromise and settlement of disputed claims. No action taken by the Parties whether previously or
11 in connection with the negotiations or proceedings connected with the Settlement shall be deemed
12 or construed to be an admission of the truth or falsity of any allegations, claims, or defenses heretofore
13 made, or an acknowledgment or admission by any party of any fact, fault, liability, or wrongdoing of
14 any kind whatsoever.

15 Neither the Settlement, nor any act performed or document executed pursuant to or in
16 furtherance thereof: (a) is or may be deemed to be, or may be used as, an admission of, or evidence
17 of, the validity of any claim or defense made by any party; or (b) is or may be deemed to be/used as
18 an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Litigation
19 or in any proceeding in any court, administrative agency or other tribunal; or construed as an
20 admission by Plaintiff regarding the validity of any allegation or claim asserted in this Litigation.

21 In addition to any other defenses Defendants may have, to the extent permitted by law, this
22 Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an
23 injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted
24 in breach of this Settlement or the releases contained herein.

25 In light of the above, Defendants have determined that it is desirable and beneficial to it that
26 the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

27 **IV. Claims of the Plaintiff and Benefits of Settlement**

28 While Plaintiff believes that the claims asserted in the Litigation have merit, Plaintiff and her

counsel recognize and acknowledge the significant time and expense that would be associated with continued litigation against Defendants - through class certification, trial, and/or appeals. Plaintiff and her counsel have also taken into account the uncertain outcome and risks of litigation, and in particular, putative class actions and representative PAGA actions such as those encompassed by the Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and her counsel are also mindful of the inherent challenges and burdens of proof in establishing and overcoming potential defenses to the claims asserted in the Litigation. In light of these considerations, Plaintiff and Class Counsel believe that the Settlement, as set forth in the Stipulation, is fair and reasonable, and is in the best interest of the Class and the aggrieved employees as defined herein.

V. Terms of Stipulation and Agreement of Settlement

1. Definitions

As used in all parts of this Stipulation (including the exhibits incorporated herein), the following terms have the meanings specified below:

1.1 “Class Members” means all persons who worked for Defendants in the State of California as hourly-paid or non-exempt employees at any time during the period from April 1, 2019 through December 27, 2022.

1.2 “Class Counsel” means Matern Law Group, PC, including Matthew J. Matern, Julia Z. Wells, And Sean P. Hardy, and Lawyers *for* Justice, PC, including Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Brian J. St. John.

1.3 “Class Period” means the period from April 1, 2019 to December 27, 2022.

1.4 “Class Workweeks” means the total number of weeks during which the Class Members worked for Defendants during the Class Period.

1.5 “Court” means the Superior Court of the State of California, for the County of Sacramento.

1.6 “Effective Date” means: (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed (or any timely objections have been withdrawn), then the date of the Court’s Order granting final approval of the Settlement; (ii) in the event that one or more timely objections have been filed and not withdrawn, then, then upon the

1 expiration of the deadline for an objector to seek appellate review of the trial court’s order of final
2 approval of the Settlement (if no notice is filed within that time seeking appeal of the Final Approval
3 Order and Judgment and if no motion for extension to appeal is filed), or (iii) in the event that a timely
4 notice of appeal from the Court’s order of final approval has filed, then the date upon which the
5 applicable appellate Court has rendered a final decision or opinion affirming the trial court’s final
6 approval order without material modification and the applicable date for seeking further appellate
7 review has passed, or the date that any such appeal has either been dismissed or withdrawn by the
8 appellant.

9 1.7 “Employer Taxes” means Defendants’ share of payroll taxes (e.g. UI, ETT, Social
10 Security, and Medicare taxes) with respect to the portions of the Individual Class Settlement Amounts
11 allocated as wages (i.e., the “Wage Portion”), which will be paid by Defendants separately and in
12 addition to the Maximum Settlement Amount.

13 1.8 “Class Member Address Search” means the Administrator’s investigation and search
14 for current Class Member mailing addresses using all reasonably available sources, methods and
15 means, including, but not limited to, the National Change of Address database, skip traces, and direct
16 contact by the Administrator with Class Members.

17 1.9 “Maximum Settlement Amount” means Two Million Five Hundred Forty Thousand
18 Dollars and Zero Cents (\$2,540,000.00), which is the total amount Defendants agree to pay pursuant
19 to the Settlement Agreement (except as set forth in section 1.7, above), which will include all of the
20 following: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Settlement
21 Administration Costs, Class Representative Service Payments, PAGA Penalties, and the Net
22 Settlement Amount.

23 1.10 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
24 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Litigation.

26 1.11 “Class Representative Service Payments” means the payment to Plaintiff for initiating
27 and providing services in support of the Litigation.

28 1.12 “Settlement Administration Costs” means an amount, not to exceed \$30,000 to be paid

1 to the Administrator from the Maximum Settlement Amount in order to reimburse the Administrator
2 for its reasonable fees and expenses in connection with its administration of the Settlement.

3 1.13 “Individual Class Settlement Amount” means an individual Participating Class
4 Member’s *pro rata* share of the Net Settlement Amount, which shall be calculated based on his or
5 her number of Workweeks during the Class Period. For tax purposes, each Individual Class
6 Settlement Amount will be allocated as 20% wages (i.e., the “Wage Portion”) and 80% as interest
7 and penalties (the “Non-Wage Portion”).

8 1.14 “Individual Class Workweeks” means the number of Workweeks that an individual
9 Class Member worked for Defendants during the Class Period.

10 1.15 “Individual PAGA Settlement Payment” means an individual PAGA Employee’s
11 individual share of the \$37,500 in PAGA penalties (i.e., 25% of the of the full PAGA allocation of
12 \$150,000), which shall be allocated to PAGA Employees on a *pro rata* basis based on their respective
13 number of Individual PAGA Workweeks. For tax purposes, 100% of all Individual PAGA Settlement
14 Payments will be allocated as penalties.

15 1.16 “Individual PAGA Workweeks” means the number of Workweeks that an individual
16 PAGA Employee worked for Defendants during the PAGA Period.

17 1.17 “Last Known Address” means the most recently recorded mailing address for a Class
18 Member, as such information is contained in employment, payroll, or personnel records maintained
19 by Defendants.

20 1.18 “Net Settlement Amount” means the Maximum Settlement Amount less all of the
21 following amounts (subject to Court approval): (1) Class Counsel Fees Payment (in an amount of up
22 to one-third of the Maximum Settlement Amount) amount of up to \$846,666.67; (2) Class Counsel
23 Litigation Expense Payment in an amount of up to \$30,000.00 ; (3) the Class Representative Service
24 Payment to Plaintiff; (4) the Settlement Administration Costs to be paid to the Settlement
25 Administrator (in an amount not to exceed \$30,000.00); and (5) the amount of \$150,000.00 which
26 represents the total portion of the Maximum Settlement Amount allocated towards in PAGA
27 Penalties.

28 1.19 “Class Notice” means the Court-approved “Notice of Class Action Settlement,”

1 which shall be mailed to Class Members, in substantially the form and without material variation,
2 attached as **Exhibit 1** and incorporated by reference into this Agreement.

3 1.20 “Opt Out” means a Class Member’s act of excluding him or herself from the
4 Settlement of the Class Claims, by way of submitting a timely and valid Request for Exclusion to the
5 Settlement Administrator, in conformity with the requirements set forth herein and in the Class
6 Notice. A Class Member who submits a timely and valid Opt Out will be excluded from the release
7 of the Released Class Claims, will not be a Participating Class Member, and will not be eligible to
8 receive an Individual Class Settlement Amount. However, there is no “Opt Out” mechanism for
9 PAGA Employees with respect to the PAGA claim; as such, Class Members who are PAGA
10 Employees and who “Opt Out” of the Settlement will still be subject to the release of the Released
11 PAGA Claims and will be entitled to receive an Individual PAGA Settlement Payment, regardless of
12 whether they are excluded from the Settlement of class claims.

13 1.21 “Final Approval Order and Judgment” means the judgment and order to be entered
14 by the Court, substantially in the form that the parties mutually agree to and lodge with the Court,
15 which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) (“Judgment”) and
16 constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order
17 and Judgment shall be posted on the Settlement Administrator’s website for a period of sixty (60)
18 calendar days in compliance with California Rule of Court, Rule 3.771(b).

19 1.22 “PAGA Employees” means all Class Members who worked for Defendants at any
20 time during the period from July 19, 2020 to December 27, 2022 (i.e., the PAGA Period).

21 1.23 “PAGA Penalties” means the total amount of \$150,000 that shall be allocated towards
22 the payment of civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, the Private
23 Attorneys General Act of 2004 (“PAGA”), for resolution of the PAGA claims asserted in the
24 Litigation, subject to approval by the Court pursuant to Cal. Lab. Code § 2699. The PAGA Penalties
25 shall be divided as follows: seventy-five percent (75%) of the total PAGA Penalties (i.e., \$112,500)
26 will be paid to the LWDA (i.e., the “LWDA Payment”), and the remaining twenty-five percent (25%)
27 of the total PAGA Penalties (i.e., \$37,500) shall be distributed amongst the PAGA Employees as
28 “Individual PAGA Settlement Payments” as more fully set forth herein.

1 1.24 “PAGA Period” means the time period from July 19, 2020 to December 27, 2022.

2 1.25 “PAGA Workweeks” means the total number of Workweeks that all PAGA
3 Employees worked for Defendants during the PAGA Period.

4 1.26 “Participating Class Member(s)” means all Class Members who do not timely Opt Out
5 of the Settlement of the Released Class Claims (pursuant to Paragraph 1.20), and will thus become
6 bound by the Judgment.

7 1.27 “Person” means a natural person, corporation, company, partnership, firm,
8 association, or society.

9 1.28 “Preliminary Approval” means the Court’s Order granting preliminary approval of the
10 Settlement.

11 1.29 “Preliminary Approval Order” means the proposed Order Granting Preliminary
12 Approval of the Settlement.

13 1.30 “Reasonable Address Verification” means the utilization of the National Change of
14 Address Database maintained by the United States Postal Service to review the accuracy of and, if
15 possible, update a mailing address.

16 1.31 “Released Class Claims” means all claims, demands, rights, liabilities and causes of
17 action of every nature and description whatsoever against the Released Parties, and any of them, that
18 were alleged, or reasonably could have been alleged, based on the facts during the Class Period stated
19 in the operative complaints in Bizzle Matter 1, which arose at any time during the Class Period,
20 including but not limited to, claims for failure to pay for all hours worked (including minimum wages
21 and overtime), failure to provide meal periods, failure to authorize and permit rest periods, failure to
22 timely pay wages during employment, failure to timely pay final wages at termination, failure to
23 furnish accurate itemized wage statements, failure to maintain accurate payroll records, failure to
24 reimburse business expenses, and all damages, interest, penalties, attorneys’ fees, costs, and other
25 associated penalties. The release does not extend to any claims not alleged in the operative Complaint
26 in Bizzle Matter 1, and specifically excludes claims for workers’ compensation, personal injuries,
27 unemployment insurance, state disability compensation, claims under the Employment Retirement
28 Income Security Act of 1974, previously vested benefits under any employer sponsored benefits plan,

1 wrongful termination, discrimination, retaliation, and harassment including but not limited to those
2 arising under the Age Discrimination In Employment Act, the California Fair Employment and
3 Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of
4 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family
5 Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal
6 Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any
7 other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.

8 1.32 “Released PAGA Claims” means all claims for civil penalties under the PAGA alleged
9 against the Released Parties in the operative complaints in the Litigation, along with all claims that
10 could have been alleged based on the facts alleged in the operative complaints in the Litigation and
11 the Plaintiffs’ PAGA notices to the LWDA, which arose at any time during the PAGA Period,
12 including claims for failure to properly pay wages for all hours worked (including minimum and
13 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure
14 to timely pay wages during employment, failure to timely pay final wages at termination, failure to
15 keep accurate payroll records, failure to reimburse business expenses, and failure to furnish accurate
16 itemized wage statements.

17 1.33 “Released Parties” means Defendants Cypress Healthcare Group, LLC, Cottons LLC,
18 Defender LLC, Maltique LLC, Rosebay LLC, Spyglass LLC, Surmell LLC, and each of their
19 affiliated companies and their respective owners, parent companies subsidiaries, affiliates,
20 shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers,
21 attorneys and any past, present or future officers, directors and employees) predecessors, successors,
22 and assigns, subject to footnote 1, above.

23 1.34 “Response Deadline” means the date that is sixty (60) calendar days after the date on
24 which the Settlement Administrator initially mails the Class Notice to the Class Members.

25 1.35 “Request for Exclusion” means a written request to Opt Out of the Settlement of the
26 Released Class Claims, which must be mailed to the Settlement Administrator, postmarked on or
27 before the Response Deadline, which contains all of the following information: (1) the case name
28 and number (*Bizzle v. Cypress Healthcare Group, et al.*, Case No. 34-2021-00306246), (2) the Class

Member's full name, address, telephone number, and last four (4) digits of his or her Social Security number; (3) the signature of the Class Member or his or her legal representative; and (4), and a statement clearly indicating that the Class Member seeks to Opt Out.

1.36 "Settlement Administrator" means the third-party settlement administration firm, Simpluris.

1.37 "Final Approval Hearing" means a hearing set by the Court for the purpose of determining whether to grant final approval of the Settlement and enter the the Final Approval Order and Judgment, as required under California Rule of Court, Rule 3.769(a).

1.38 "Updated Address" means a mailing address that was updated via a Reasonable Address Verification, via an updated mailing address provided by the United States Postal Service or a Class Member, or obtained via a Class Member Address Search.

1.39 "Workweeks" means the number of weeks that a Class Member worked for Defendants during the Class Period.

2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendants and the Settlement Administrator

2.1 Defendants will fund the total Maximum Settlement Amount, along with the Employer Taxes (which will be paid by Defendants separately and in addition to the Maximum Settlement Amount). The Maximum Settlement Amount will be paid as follows:

(a) Defendants shall deposit one-third of the Maximum Settlement Amount of \$2,540,000 (\$846,666.67) with the Settlement Administrator no later than thirty (30) days after the Court enters an order granting final approval of the Settlement.

(b) Defendants shall deposit one-third of the Maximum Settlement Amount of \$2,540,000 (\$846,666.67) with the Settlement Administrator later than two-hundred twelve (212) days after the Court enters an order granting final approval of the Settlement.

(c) Defendants shall deposit one-third of the required Maximum Settlement Amount of \$2,540,000 (\$846,666.67) with the Settlement Administrator no later than three-hundred ninety-five (395) days after the Court enters an order granting final approval of the Settlement.

(d) If the Court's Final Approval Order and Judgment is overturned on appeal, all

1 settlement funds deposited by Defendants with the Settlement Administrator to date shall be refunded
2 to Defendants and Defendants shall be excused from making any further settlement payment
3 installments.

4 2.2 The Settlement Administrator will administer the Settlement and perform any function
5 related to settlement administration at the agreed-upon instruction of both Class Counsel and
6 Defendants, including, and not limited to, establishing and maintaining a settlement website and toll-
7 free telephone line for Class Members to call with inquiries regarding the Settlement, distributing the
8 Class Notice, performing skip traces with respect to Class Notices that are returned as undeliverable
9 and without a forwarding address on or before the Response Deadline, receiving and processing
10 Requests for Exclusion and objections to the Settlement, adjudicating Class Members' disputes
11 regarding Workweeks, providing Class Counsel and counsel for Defendants with weekly updates on
12 the status of the settlement administration process (including the names and total percentages of Class
13 any Members who Opt Out or object to the Settlement), calculating and handling inquiries regarding
14 the calculation of the Individual Settlement Amounts, preparing a declaration to submit to the Court
15 that details the settlement notice administration process and identifies each Class Member who Opts
16 Out, and distributing the Maximum Settlement Amount. The actions of the Settlement Administrator
17 will be governed by the terms of this Stipulation. The Parties, through their counsel, may provide
18 written information needed by the Settlement Administrator pursuant to the Stipulation.

19 2.3 The Parties agree to cooperate in good faith and to coordinate with each other and the
20 Settlement Administrator to carry out the terms of the Settlement, including, without limitation, by
21 providing reasonably available information regarding Class Members.

22 2.4 Defendants, through the Settlement Administrator, will distribute payments as
23 follows:

24 (a) Class Representative Service Payment: Subject to Court approval, Plaintiff shall
25 receive a Class Representative Service Payment of \$10,000.00. Defendants agree not to oppose the
26 amount of the requested Class Representative Service Payment. Since it is the intent of the Parties
27 that the service award to the Plaintiff is for her service to the Class Members, and not wages, the
28 Settlement Administrator will not withhold any taxes from the Class Representative Service Payment.

1 The Settlement Administrator will report the Class Representative Service Payment on a Form 1099,
2 which it will provide to Plaintiff and to the pertinent taxing authorities.

3 (b) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment:
4 Class Counsel shall seek approval of the requested Class Counsel Fees and Class Counsel Litigation
5 Expenses Payments in connection with Plaintiff's Motion for Final Approval of the Settlement. Class
6 Counsel will seek a Class Counsel Attorneys' Fees award in the amount of one-third of the Maximum
7 Settlement Amount (\$846,666.67), and actual costs up to \$30,000.00, subject to court approval. Class
8 Counsel shall serve Defendants with copies of all documents in support of their Motion for Final
9 Approval of the Settlement including Class Counsel's request for Court approval of the Class Counsel
10 Fees and Class Counsel Litigation Expenses. Defendants agree not to oppose Class Counsel's
11 requests for Class Counsel Fees and Class Counsel Litigation Expenses. The Settlement
12 Administrator will report the attorneys' fees and costs award on a Form 1099, which it will provide
13 to Class Counsel and to the pertinent taxing authorities.

14 (c) Settlement Administration Costs: Subject to Court approval, the Settlement
15 Administrator shall be paid an amount which is expected to not exceed \$30,000.00 for all fees and
16 costs relating to the administration of this settlement, all tax document preparation, custodial fees and
17 accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all Class
18 Notices, all costs and fees associated with computing, reviewing, and paying distributions from the
19 Maximum Settlement Amount, all costs and fees associated with preparing any tax returns and any
20 other filings required by any governmental taxing authority or agency, all costs and fees associated
21 with preparing any other notices, reports, or filings to be prepared in the course of administering
22 disbursements from the Maximum Settlement Amount, and any other costs and fees incurred and/or
23 charged by the Settlement Administrator in connection with the execution of its duties under this
24 Stipulation.

25 2.5 No later than fourteen (14) calendar days after Defendants' payment of the final
26 portion of the settlement funds to the Settlement Administrator as set forth in Paragraph 2.1,
27 Defendants, through the Settlement Administrator, and according to the terms, conditions and
28 procedures set forth in Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member

1 and PAGA Employee their Individual Class Settlement Amount and Individual PAGA Settlement
2 Payment, respectively. Each of the Individual Class Settlement Amount payments to Participating
3 Class Members will be allocated as follows: 20% to satisfaction of claims for unpaid wages; 80% to
4 the satisfaction of claims for interest and penalties. All settlement payments for wages shall be subject
5 to required withholdings and deductions as W-2 wage payments. The Individual PAGA Settlement
6 Payments to PAGA Employees are allocated as 100% penalties and shall also be issued through a
7 1099 form and not subject to withholdings or deductions.

8 2.6 The Settlement Administrator shall compute the Individual Class Settlement Amount
9 and Individual PAGA Settlement Payment for the Class Members as follows:

10 (a) Individual PAGA Settlement Payments will be calculated as follows: \$37,500
11 (i.e., 25% of \$150,000) will be allocated to PAGA Employees as follows: each PAGA Employees'
12 portion will be determined by dividing each PAGA Employees Individual PAGA Workweeks, by the
13 total number of PAGA Workweeks for all PAGA employees, and then multiplying the result by
14 \$37,500.

15 (b) Individual Class Settlement Awards will be calculated as follows: For each
16 Participating Class Member, the Participating Class Member's Individual Class Workweeks will be
17 divided by the total number of Class Member Workweeks., and the resulting number will then be
18 multiplied by the Net Settlement Amount.

19 (c) The Parties agree that the above-described formulas and distribution methods
20 are reasonable and fair in light of the Parties' investigation of the claims of the Class, and the relative
21 degree of uncertainty, risk of outcome of further litigation, and difficulties and delays inherent in such
22 litigation of these claims.

23 2.7 Defendants, through the Settlement Administrator, will report each payment made
24 on the Maximum Settlement Amount to government authorities including the Internal Revenue
25 Service as required by law, and it shall make all required deductions and/or withholdings.
26 Defendants, through the Settlement Administrator, shall report payments for penalties and interest
27 to the Internal Revenue Service (and other relevant governmental agencies) as non-wage income in
28 the year of payment on a Form 1099, or similar form issued to the Participating Class Members and

1 PAGA Employees in question.

2 2.8 To the extent that any Individual PAGA Settlement Payment(s)/Individual Class
3 Settlement Payment Award(s) remain uncashed after 180 days from the date of issuance, any such
4 undeliverable or uncashed checks will become null and void and, subject to approval by the Court,
5 the funds associated with such uncashed check(s) will be distributed to the Controller of the State of
6 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq.,
7 for the benefit of those Class Members who did not cash their check(s), until such time that they
8 claim their property . The Parties agree that this disposition results in no “unpaid residue” under
9 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
10 Participating Class Members/PAGA Employees, whether or not they all cash their settlement
11 check(s). Therefore, Defendants will not be required to pay any interest on said amount.

12 **3. Procedure for Approval and Implementation of Settlement**

13 **3.1 Preliminary Approval**

14 3.1.1 The Class Representative, through her counsel of record, will file an
15 unopposed motion for preliminary approval of Settlement, seeking an order approving the Settlement
16 pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed with the
17 Court contemporaneously and/or as part of the motion. By way of the motion, the Class
18 Representative will request that the Court enter a Preliminary Approval Order, approving the
19 distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California
20 Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the
21 Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h).

22 3.1.2 The Settlement will be void if the Court categorically refuses to enter the
23 Preliminary Approval Order in its entirety or in a substantially similar form; however, the Parties
24 agree to take all reasonable steps to cure any non-material issues so as to avoid the Settlement being
25 void.

26 **3.2 Notice to Class Members**

27 3.2.1 No later than thirty (30) calendar days after the Preliminary Approval Date,
28 the Settlement Administrator will mail the Court-approved Class Notice to all Class Members. The

1 Class Notice will be mailed via first class mail through the United States Postal Service. The envelope
2 containing the Class Notice will bear the following phrase in bold type, ¼ inch below the return
3 address or ¼ inch above the addressee's address: RETURN SERVICE REQUESTED. The envelope
4 will also bear the following phrase in the bottom left-hand corner: IMPORTANT – CYPRESS
5 HEALTHCARE CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN
6 IMMEDIATELY. The Class Notice and its envelope or covering will be marked to denote the return
7 address of the Settlement Administrator as set forth in the Class Notice.

8 3.2.2 Within twenty (20) calendar days following the Preliminary Approval Date,
9 Defendants will provide the Settlement Administrator with a list, in an electronically-usable format,
10 containing for each Class Member, to the extent Defendants have such information, the following
11 information: the full name, Last Known Address, social security number, dates of employment, and
12 weeks of work as a non-exempt or hourly-paid employee of Defendants during the Class Period
13 ("Class List"). By granting preliminary approval of the Settlement, the Court will be deemed to have
14 authorized Defendants to provide the Settlement Administrator with the Class List.

15 3.2.3 Before mailing the Notice Packets to Class Members, the Settlement
16 Administrator shall perform a search based on the National Change of Address Database maintained
17 by the United States Postal Service to update and correct any known or identifiable address changes.
18 The Settlement Administrator shall exercise its best judgment to determine the current mailing
19 address for each Class Member. The address identified by the Settlement Administrator as the current
20 mailing address shall be presumed to be the most current mailing address for each Class Member.
21 The Parties agree that this proposed notice procedure constitutes the best notice practicable to Class
22 Members and fully complies with due process.

23 3.2.4 If a Class Member is known to be deceased, the Class Notice for that deceased
24 Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the
25 legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will be
26 mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class Member.

27 3.2.5 Unless the Settlement Administrator receives a returned Class Notice on or
28 before the Response Deadline, the Class Notice will be deemed to have been mailed and received by

1 the Class Member to whom it was sent five (5) calendar days after the date of mailing. For any Class
2 Notices returned to the Settlement Administrator on or before the Response Deadline without a
3 forwarding address, the Settlement Administrator will attempt to locate a correct address by the use
4 of skip-tracing or another type of automated search, and if an Updated Address is ascertained, the
5 Settlement Administrator will undertake a single re-mailing of the Class Notice to the Class
6 Member's Updated Address within three (3) business days of the Settlement Administrator's receipt
7 of the returned Class Notice. In the event that any Class Notices are returned to the Settlement
8 Administrator on or before the Response Deadline with a forwarding address for the Class Member,
9 the Settlement Administrator will perform a single re-mailing of the Class Notice to the forwarding
10 address provided within three (3) business days of the Settlement Administrator's receipt of the
11 returned Class Notice. Class Members who are sent a re-mailed Class Notice shall have their
12 Response Deadline extended by ten (10) calendar days from the date of the initial Response Deadline.
13 Compliance with the procedures described in this paragraph will constitute due and sufficient notice
14 to Class Members of this Settlement and of the Final Approval Hearing, and will satisfy the
15 requirements of due process. Nothing else will be required of or done by the Parties, Class Counsel,
16 counsel for Defendants, or the Settlement Administrator to provide notice of the Settlement and the
17 Final Approval Hearing.

18 3.2.6 No later than fourteen (14) calendar days after the Response Deadline, the
19 Settlement Administrator will provide Class Counsel and counsel for Defendants with a declaration
20 attesting to completion of the notice process, including any attempts to obtain Updated Addresses for,
21 and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

22 **3.3 Responses to the Notice of Class Action Settlement**

23 3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of
24 Workweeks credited to him or her as set forth in his or her Class Notice, he or she must submit a
25 written dispute along with documentation that supports his or her belief that he or she should be
26 credited with a different number of Workweeks. To be valid, any such dispute must (1) be submitted
27 to the Settlement Administrator by mail at the address listed in the Class Notice, postmarked on or
28 before the Response Deadline; (2) contain the case name and number of the Litigation (*Bizzle v.*

1 *Cypress Healthcare Group*, Case No. 34-2021-00306246); (3) contain the Class Member's name,
2 address, telephone number, and last four (4) digits of his or her Social Security number or employee
3 identification number; (4) contain the signature of the Class member or his or her legal representative;
4 (5) contain a clear statement indicating that the Class Member disputes the number of Workweeks
5 credited to him or her, and the correct number of Workweeks that the Class Member contends should
6 have been credited to him or her; and (6) includes any supporting documentation (such as pay stubs
7 or other employment records). The Settlement Administrator will review the any such dispute and
8 supporting documentation and make a determination as to the validity of the Class Member's claim.
9 If the Settlement Administrator needs further information from Defendants concerning the Class
10 Member's claim, the Settlement Administrator will notify Defendants and Class Counsel and request
11 the needed information. Defendants' records will be presumed determinative if there is a dispute
12 over the dates of employment that the Class Member worked as a non-exempt or hourly-paid
13 employee in California, unless the Class Member has submitted valid and compelling documentation
14 to support his or her claim to a different number of Workweeks than the number provided by
15 Defendants' records. The Settlement Administrator will resolve all disputes by applying the above
16 standard.

17 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to California
18 Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out of the Settlement may, if
19 the Class Member so desires, enter an appearance through counsel at his or her own expense, and will
20 be advised of this by way of the Class Notice. Class Members who choose to enter such an appearance
21 are responsible for any attorneys' fees or costs incurred as a result thereof.

22 3.3.3 Objections to Settlement: Class Members who do not Opt Out may object to
23 the Settlement by submitting a written objection to the Settlement Administrator, postmarked no later
24 than the Response Deadline. Any such written objection to the Settlement should include the
25 following: (1) the signature of the Class Member or his or her legal representative; (2) the Class
26 Member's name, the last four (4) digits of his or her Social Security number or employee
27 identification number; (3) the Class Member's dates of employment as a non-exempt or hourly-paid
28 employee of Defendants in California; (4) the case name and number (*Bizzle v. Cypress Healthcare*

1 *Group*, Case No. 34-2021-00306246); (5) a statement of any all legal and factual bases for the Class
2 Member's objection to the Settlement; (6) a statement of whether the Class Member intends to appear
3 at the Final Approval Hearing; and (7) if the Class Member is represented by legal counsel, the
4 identity and mailing address of the Class Member's legal counsel. Alternatively (or in addition to)
5 submitting a written objection, Class Members may choose to appear at the Final Approval Hearing
6 to voice their objections o the Settlement. A Class Member who objects to the Settlement will still be
7 considered a Participating Class Member who is subject to the Settlement.

8 3.3.4 Opting Out of Settlement of Released Class Claims: Class Members may elect
9 to Opt Out of the Settlement and, thus, exclude themselves from the Settlement of the Released Class
10 Claims. There is no Opt Out option with respect to the Release of PAGA Claims. Class Members
11 who wish to Opt Out of the Settlement as to the Released Class Claims must submit a timely and
12 valid Request for Exclusion to the Settlement Administrator. The written request for exclusion must:
13 (a) state the Class Member's name, address, telephone number, and the last four digits of the Class
14 Member's social security number or employee identification number; (b) state the Class Member's
15 intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement
16 Administrator at the address listed in the Class Notice; (d) be signed by the Class Member or his or
17 her lawful representative; and (e) be postmarked no later than the Response Deadline. If a valid
18 Request for Exclusion is not mailed to the Settlement Administrator by a Class Member postmarked
19 on or before the Response Deadline, then that Class Member will be deemed to have forever waived
20 his or her right to Opt Out with respect to the Release of Class Claims. The Class Notice will advise
21 Class Members of their option to Opt Out and will contain instructions on how to do so. Class
22 Members who do not Opt Out by submitting valid and timely Requests for Exclusion will be deemed
23 to be Participating Class Members, will be bound by the Settlement and the Judgment entered based
24 thereon. Class Members who Opt Out by submitting valid and timely Requests for Exclusion will not
25 be bound by the Settlement with respect to the release of class claims, and will not be entitled to
26 receive an Individual Class Settlement Payment or to make any objection to the Settlement.
27 Notwithstanding the foregoing, there is no Opt Out option with respect to the Released PAGA Claims,
28 and in the event that the Court grants final approval of the Settlement, PAGA Employees will be

1 deemed to have released their Released PAGA Claims and will be eligible to receive an Individual
2 PAGA Settlement Payment, regardless of whether they have chosen to Opt Out of the Settlement of
3 the class claims.

4 3.3.5 If a Class Member submits both a timely Request for Exclusion and an
5 objection to the Settlement, the Request for Exclusion will be accepted, and the objection will be
6 disregarded.

7 3.3.6 The Parties agree that the Response Deadline will not be extended, and no
8 untimely submissions will be honored, under any circumstances, unless mutually agreeable by the
9 Parties and/or except to the extent permitted under Paragraph 3.2.5.

10 **3.4 Final Approval Hearing.**

11 3.4.1 After the Response Deadline, a Final Approval Hearing will be held before the
12 Court in order to: (1) determine whether the Court should grant final approval of the Settlement; (2)
13 consider objections to the Settlement; and (3) consider the Class representative's applications for
14 Class Counsel Attorneys' Fees, Class Counsel Litigation Expenses, and the Class Representative
15 Service Payments At the Final Approval Hearing, the Parties will request that the Court grant final
16 approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take
17 all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects
18 the Stipulation, or declines to enter the Final Approval Order and Judgment, this Stipulation will be
19 void, and Defendants will have no obligation to make any payments under the Settlement, other than
20 the Settlement Administration Costs; however, the Parties and their counsel agree to make all
21 reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph
22 3.1.2.

23 **3.5 Releases**

24 3.5.1 Release by Participating Class Members. Upon the later of the Effective Date
25 or the date upon which Defendants have completed funding of the entire Maximum Settlement
26 Amount, each of the Participating Class Members (including the Class Representative) will be
27 deemed to have, and by operation of the Judgment will have fully, finally, and forever released,
28 relinquished and discharged Defendants and the Released Parties from any and all Released Class

1 Claims.

2 3.5.2 Release by PAGA Employees. Upon the later of the Effective Date or the date
3 upon which Defendants have completed funding of the entire Maximum Settlement Amount,
4 Effective Date, each of the PAGA Employees will be deemed to have, and by operation of the
5 Judgment will have fully, finally, and forever released, relinquished and discharged Defendants and
6 the Released Parties from any and all Released PAGA Claims.

7 3.5.3 Class Representative's General Release of Claims

8 i. In addition to those releases set forth in Paragraph 3.5.1 hereof, with
9 respect to any and all Released Class Claims, upon the later of the Effective Date or the date upon
10 which Defendants have completed funding of the entire Maximum Settlement Amount, the Class
11 Representative will expressly and will be deemed to have, and by operation of the Judgment will
12 have, waived the provisions, rights and benefits of California Civil Code § 1542 with respect to all
13 claims arising from their employment with Defendants, which provides as follows:

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

17 ii. In consideration for the Class Representative Service Payment and as
18 an inducement for Defendants to enter into this Stipulation, with respect to the Class Representative
19 only, the Class Representative's released claims will include any and all claims, including unknown
20 claims, against Defendants that accrued during the Class Period, but shall not include claims for: age
21 discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers'
22 compensation benefits, state disability compensation, previously vested benefits under any Employer-
23 sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.
24 Notwithstanding the foregoing, the Parties expressly acknowledge and agree that this Stipulation
25 expressly excludes, and does not encompass, any individual claims asserted by Plaintiff Lourdes
26 Loera. Nothing in this release will impact the Plaintiff's standing to serve as a PAGA representative
27 in the Actions.
28

1 iii. Regardless of whether the Class Representative hereafter discovers
2 facts in addition to or different from those which she now knows or believes to be true with respect
3 to the release set forth herein, upon the later of the Effective Date or the date that Defendants have
4 completed funding of the full Maximum Settlement Amount, the Class Representative, will be
5 deemed to have, and by operation of the Judgment will have fully, finally, and forever settled and
6 released the claims described herein. The Class Representative acknowledges that the foregoing
7 waiver was separately bargained for and a key element of the Settlement of which this release is a
8 part.

9 **3.6 Termination of Settlement; Reasonable Steps to Cure.**

10 3.6.1 In the event that the Settlement is not be approved in its entirety by the Court,
11 or in the event that the Effective Date does not occur, Defendants will have the option to void the
12 Settlement, and in such case, no payments will be made by Defendants to anyone, other than the cost
13 of administration, in accordance with the terms of this Stipulation, and this Stipulation will be deemed
14 null and void with no effect on the Litigation whatsoever. Notwithstanding this provision, the Parties
15 agree to take all reasonable steps to cure any issues cited by the Court as reason for non-approval of
16 any matter(s) filed with the Court for preliminary and final approval.

17 3.6.2 In the event that more than ten percent (10%) or more of the Class Members
18 Opt Out by submitting timely and valid Requests for Exclusion to the Settlement Administrator by
19 the Response Deadline, Defendants will have the right to nullify this Settlement within thirty (30)
20 days after the Response Deadline; however, Defendants shall meet and confer with Class Counsel
21 prior to exercising this option. In the event that Defendants seek to nullify the Settlement pursuant to
22 this provision, Defendants must provide written notice of their intention to nullify the Settlement in
23 writing by certified mail to Class Counsel.

24 3.6.3 The Maximum Settlement Amount was calculated with, and is premised on,
25 the understanding that there are approximately 2,500 Class Members and 127,028 Workweeks during
26 the time period of April 1, 2019 to September 27, 2022. Should the actual number of Workweeks
27 exceed this amount by more than 10% (i.e., in the event that the Workweeks exceed 139,730.80),
28 Defendants will have the choice to either: a) increase the Maximum Settlement Amount

1 proportionally in order to encompass the additional Workweeks, or b) to shorten the release period
2 (i.e., the Class Period and the PAGA Period) so that it ends upon the date on which Workweeks reach
3 the total amount of 139,730.80.

4 **3.7 Miscellaneous Provisions.**

5 3.7.1 No Person will have any claim against Class Counsel, the Settlement
6 Administrator, or any of the Released Parties based on the payments made or other actions taken
7 substantially in accordance with the Settlement or further orders of the Court.

8 3.7.2 In the event that the Settlement is not substantially approved by the Court, after
9 all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled, declared
10 void, or fails to become effective in accordance with its terms, or if the Judgment does not become
11 final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties will resume
12 the Litigation at that time as if no Stipulation had been entered. In such event, the terms and provisions
13 of the Stipulation will have no further force and effect with respect to the Parties and will not be used
14 in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by
15 the Court in accordance with the terms of the Stipulation will be treated as vacated. Notwithstanding
16 any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
17 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification of
18 any order of the Court concerning the amount of any attorneys' fees to be paid by Defendants to Class
19 Counsel pursuant to this Settlement will constitute grounds for cancellation or termination of the
20 Stipulation or grounds for limiting any other provision of the Judgment, provided, however, that Class
21 Counsel expressly retains and does not waive any appellate rights with respect to the Court's
22 determination of the Class Representative Service Payments, Class Counsel Attorneys' Fees, or Class
23 Counsel Litigation Expenses.

24 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this
25 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
26 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
27 Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the
28 Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and

1 final approval of the Stipulation should the Court not grant approval upon the first presentation.

2 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the
3 motion for preliminary approval of the Settlement is filed. Thereafter, the Parties will agree to make
4 no comments to the media or otherwise publicize the terms of the Settlement. Nothing herein shall
5 limit Class Counsel's ability to communicate with the Class Members as reasonably necessary for
6 purposes of effectuating the Settlement.

7 3.7.5 The Parties agree that they will not engage in making or publishing written
8 statements which are disparaging to the reputation of the other or the Released Parties' corporate
9 parents and affiliates.

10 3.7.6 The Stipulation compromises claims which were contested and the subject of
11 a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of
12 any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the
13 other terms of the Settlement were negotiated at arms-length and in good faith with sufficient
14 information by the Parties and reflect a settlement that was reached voluntarily after consultation with
15 competent legal counsel.

16 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof and
17 are fully incorporated herein by this reference.

18 3.7.8 The Stipulation may be amended or modified only by a written instrument
19 signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.

20 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and
21 no representations, warranties or inducements have been made to any party concerning the Stipulation
22 or its exhibits other than the representations, warranties and covenants contained and memorialized
23 in such documents. Except as otherwise provided herein, each party will bear its own costs.

24 3.7.10 The Parties understand and acknowledge that: (a) they have performed an
25 independent investigation of the allegations of fact and law made in connection with this Litigation;
26 and (b) even if they may hereafter discover facts in addition to, or different from, those that they now
27 know or believe to be true with respect to the subject matter of the Litigation as reflected in this
28 Settlement Agreement, that will not affect or in any respect limit the binding nature of this Settlement

1 Agreement. It is the Parties' intention to resolve their disputes in connection with this Litigation
2 pursuant to the terms of this Settlement Agreement and thus, in furtherance of their intentions, the
3 Settlement Agreement will remain in full force and effect notwithstanding the discovery of any
4 additional facts or law, or changes in law, and this Settlement will not be subject to rescission or
5 modification by reason of any changes or differences in facts or law, subsequently occurring or
6 otherwise.

7 3.7.11 Each counsel or other Person executing the Stipulation or any of its exhibits
8 on behalf of any Parties hereby warrants that such Person has full and express authority to do so.

9 3.7.12 The Stipulation may be executed in one or more counterparts. All executed
10 counterparts and each of them will be deemed to be one and the same instrument. A complete set of
11 executed counterparts will be filed with the Court.

12 3.7.13 The Stipulation will be binding upon, and inure to the benefit of, the successors
13 and assigns of the parties hereto; however, this Stipulation is not designed to and does not create any
14 third-party beneficiaries unless otherwise specifically provided herein.

15 3.7.14 The Court will retain jurisdiction with respect to implementation and
16 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
17 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in
18 conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section
19 664.6.

20 3.7.15 The Stipulation and the exhibits hereto will be considered to have been
21 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
22 and the rights and obligations of the parties to the Stipulation will be construed and enforced in
23 accordance with, and governed by, the internal, substantive laws of the State of California without
24 regard to principles of conflicts of law.

25 3.7.16 The language of all parts of this Stipulation will in all cases be construed as a
26 whole, according to its fair meaning, and not strictly for or against either party. No party will be
27 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
28 contractual and are the product of negotiations between the parties and their counsel. Each party and

1 their/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to
2 be made of the Stipulation, the Stipulation will not be construed against any party and the canon of
3 contract interpretation set forth in California Civil Code § 1654 will not be applied.

4 3.7.17 The Parties agree to stay all proceedings in the Litigation (with the exclusion
5 of the claims against the claims against the parties set forth in footnote 1, above), subject to necessary
6 compliance with the Court's orders, except such proceedings necessary to implement and complete
7 the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court. The
8 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the five-year period
9 specified in Code of Civil Procedure § 583.310 shall be tolled for the time period beginning on
10 September 27, 2022 and ending on the Effective Date of this Stipulation or the date of a final order
11 denying approval of this Stipulation.

12 3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken
13 on a weekend or a Court holiday, then the action may be taken on the next business day, unless
14 otherwise specified by law or rule of Court, except that should the Response Deadline (or extension(s)
15 thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday
16 and regular U.S. Mail service is in operation that day, then no further extension pursuant to this
17 paragraph will apply to these specific deadlines.

18
19 *[signatures on the following page]*
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28

1
2 DATED: Feb 16, 2024, 2024


Lourdes Loera (Feb 16, 2024 10:54 PST)
Plaintiff Lourdes Loera

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5
6 DATED: _____, 2024

By: _____
on behalf of Defendants

7
8 DATED: February 16, 2024

By: 
Matthew J. Matern
Julia Z. Wells
Sean P. Hardy
Attorneys for Plaintiff

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11
12
13 DATED: _____, 2024

By: _____
Edwin Aiwarzian
Joanna Ghosh
Brian J. St. John
Attorneys for Plaintiff

14
15
16
17
18 DATED: _____, 2024

By: _____
Joshua Carlon
Attorneys for Defendants

1
2 DATED: _____, 2024

Plaintiff Lourdes Loera

3
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5
6 DATED: _____, 2024

By: _____

on behalf of Defendants

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8
9 DATED: _____, 2024

By: _____

Matthew J. Matern
Julia Z. Wells
Sean P. Hardy
Attorneys for Plaintiff

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13 DATED: February 14, 2024

By: 

Edwin Aiwan
Joanna Ghosh
Brian J. St. John
Attorneys for Plaintiff

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18 DATED: _____, 2024

By: _____

Joshua Carlon
Attorneys for Defendants

1
2 DATED: _____, 2024

Plaintiff Lourdes Loera

3
4
5 DATED: _____, 2024

By: Jack Sanofsky
Jack Sanofsky (Feb 15, 2024 14:42 PST)

on behalf of Defendants

6
7
8 DATED: _____, 2024

By: _____

Matthew J. Matern
Julia Z. Wells
Sean P. Hardy
Attorneys for Plaintiff

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12 DATED: _____, 2024

By: _____

Edwin Aiwarzian
Joanna Ghosh
Brian J. St. John
Attorneys for Plaintiff

13
14
15
16 DATED: February 15, 2024

By: _____

Joshua Carlon
Joshua Carlon
Attorneys for Defendants