

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RENE REYES, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;
ANGIE MEDINA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

INLAND PSYCHIATRIC MEDICAL
GROUP, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2123455

Honorable Christian Towns
Department S26

CLASS ACTION

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 12, 2025

Time: 8:30 a.m.

Department: S26

Complaint Filed: August 9, 2021

FAC Filed: November 21, 2024

Trial Date: None Set

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Rene Reyes and Angie Medina (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On July 19, 2021, Plaintiff Reyes sent a letter to the Labor and Workforce Development Agency and Defendant Inland Psychiatric Medical Group (“Defendant”), pursuant to California Labor Code section 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, and 5-2001 (“LWDA Letter”).

3. On August 9, 2021, Plaintiff Reyes filed Case No. CIVSB2123450 in San Bernardino County Superior Court, which is a wage and hour class action against Defendant. In this class action (the “Class Action”), Plaintiff alleges, inter alia, on behalf of herself and all others similarly situated, that Defendant violated California state wage and hour laws and the California Business and Professions Code Section 17200 et seq. as a result of Defendant’s California wage and hour policies and practices. Specifically, Plaintiff alleged that Defendant violated the following provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay final wages); (6) California Labor Code section 204 (failure to timely pay wages during employment); (7) California Labor Code section 226(a) (failure to provide accurate wage statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records); (9) California Labor Code

sections 2800 and 2802 (failure to reimburse necessary business expenses); and (10) California Business & Professions Code sections 17200, et seq.

4. On September 23, 2021, Plaintiff Reyes filed Case No. CIVSB2127286 in San Bernardino County Superior Court (“PAGA Case”), alleging a single representative cause of action under Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) action against Defendant.

5. On November 24, 2021, Defendant filed a demurrer and motion to strike Plaintiff Reyes’ Class Action Complaint. On February 1, 2022, Defendant’s demurrer was overruled and Defendant’s motion to strike was denied. On May 6, 2022, the Class Action and PAGA Case were consolidated.

6. On May 20, 2022, Plaintiff Reyes propounded multiple sets of written discovery including Form Interrogatories (Set One), Special Interrogatories (Sets One & Two), Request for Admissions (Set One), and Request for Production of Documents (Set One) on Defendant. Thereafter, on July 13, 2022 Defendant responded to Plaintiff Reyes’ discovery requests. Defendant further supplemented those responses on September 16, 2022 and November 9, 2022.

7. On December 6, 2022, Defendant propounded multiple sets of written discovery including Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admissions (Set One), and Request for Production of Documents (Set One) on Plaintiff Reyes. Thereafter, on March 8, 2023, Plaintiff Reyes responded to Defendant’s discovery requests.

8. On October 31, 2024, Plaintiff Reyes sought leave to file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Actions (“First Amended Complaint”), to add the PAGA cause of action that had been asserted in the PAGA Case and add Angie Medina as a named plaintiff. The Court granted Plaintiff Reyes leave to file the proposed First Amended Complaint on November 4, 2024, and Plaintiff Reyes filed the First Amended Complaint on November 21, 2024.

THE PROPOSED SETTLEMENT

9. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement

1 Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly
2 situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together,
3 the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action
4 Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and
5 respectfully request that the Court approve it as well.

6 10. The Settlement provides for a Gross Settlement Amount of \$1,600,000.00 to be paid
7 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement
8 Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees of up to
9 \$560,000.00 (if the Gross Settlement Amount remains \$1,600,000.00) and Litigation Costs not to
10 exceed \$30,000.00 to Class Counsel, Enhancement Payments to Plaintiffs of \$7,500.00 each (for a
11 total of \$15,000.00), Administration Costs to the Settlement Administrator not to exceed \$10,000.00,
12 and the PAGA Penalties of \$250,000.00. Assuming that the amounts allocated under the Settlement
13 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
14 for distribution to Settlement Class Members is currently \$735,000.00. Additionally, 25% of the
15 PAGA Penalties (i.e., Employee PAGA Amount), which is \$62,500.00 out of \$250,000.00, will be
16 distributed to the PAGA Group Members, for their respective portion of the PAGA Penalties. The
17 Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement
18 and there is no reversion to Defendant.

19 11. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in
20 an amount of up to 35% of the Gross Settlement Amount (i.e., \$560,000.00, if the Gross Settlement
21 Amount remains \$1,600,000.00) and expenses and costs of not more than \$30,000.00, which will be
22 paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that
23 Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation
24 until recovery is obtained. A description of the qualifications of Class Counsel, the work performed
25 by Class Counsel, and the results achieved by Class Counsel in this matter can be found in
26 paragraphs 19 through 28, *infra*.

27 12. The Settlement Agreement provides for payment of up to \$7,500.00 each to Plaintiffs
28 (for a total of \$15,000.00) as Enhancement Payments, to be paid out of the Gross Settlement Amount

1 subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant
2 documents and past employment records and to provide the facts and evidence necessary to attempt
3 to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively
4 tried to obtain information that would benefit the Class. For example, Plaintiff Reyes expended effort
5 to review and provide responses to multiple sets of discovery requests that were propounded by
6 Defendant. Accordingly, it is appropriate and just for Plaintiffs to receive Enhancement Payments,
7 in addition to their individual settlement payments, for their services on behalf of the Class, PAGA
8 Group Members, and State of California.

9 13. The Parties have agreed to retain Simpluris, Inc., (“Settlement Administrator” or
10 “Simpluris”) to handle the notice and settlement administration process. The Parties respectfully
11 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
12 Administrator. Defendant will provide Simpluris with the Class List, and the Settlement
13 Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount
14 (“Individual Settlement Payment”) and each PAGA Group Member’s estimated *pro rata* share of
15 the 25% portion of the PAGA Penalties. The Settlement Administrator will be responsible for
16 printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating
17 and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
18 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
19 declarations, transmitting funds representing uncashed checks after the void date to Legal Aid of
20 California, and other duties and responsibilities set forth to process the Settlement, and as requested
21 by the Parties. Administration Costs are currently estimated not to exceed \$10,000.00 and will be
22 paid out of the Gross Settlement Amount, subject to approval of the Court.

23 14. Under the Settlement Agreement, Defendant is responsible for any employer-side tax
24 obligations associated with the Gross Settlement Amount and will deposit that amount into the
25 settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member’s
26 Individual Settlement Payment will be allocated thirty-three percent (33%) to wages, thirty-three
27 percent (33%) to penalties, and thirty-three percent (33%) to interest and fees. The Settlement
28 Administrator will withhold the employee’s share of taxes and withholdings with respect to the

wages portion of the Individual Settlement Payments.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

15. **Ascertainability:** The proposed Class is defined as all current and former non-exempt employees employed by Defendant in California who worked at any time during the Class Period, which is August 9, 2017 through December 31, 2023.

16. **Numerosity:** Based on data provided by Defendant as of October 2023 and in advance of mediation, the Class is estimated to be approximately 413 individuals who worked an estimated total of 31,746 workweeks.

17. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Group Members, *inter alia*, failed to properly pay overtime, minimum, and straight wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and PAGA Group Members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs alleges applied across its hourly-paid or non-exempt employees in California during the relevant time period.

///

18. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have not yet received any monetary benefit for their services to date. Plaintiffs put their own interests aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

19. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

20. Edwin Aiwasian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor

1 degree from Pepperdine University School of Law in May of 2004. He has extensive formal training
2 in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its
3 Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono
4 mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation
5 Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied
6 Legal Writing at Harvard University. From approximately September 2002 to approximately
7 December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United
8 States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately
9 August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California
10 Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to
11 practice law from the California State Bar. For over a decade, through his work at Lawyers *for*
12 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
13 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
14 consumer fraud. Together with other attorneys at the firm, and in many cases in conjunction with
15 co-counsel, he has successfully litigated cases involving the executive, administrative, and other
16 overtime exemptions to the State of California and federal overtime compensation requirements.
17 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
18 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
19 1,000 class action or representative action cases.

20 21. Arby Aiwazian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor
21 of Arts degree from University of California, Los Angeles and graduated magna cum laude. He
22 earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May
23 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr.
24 of the California Court of Appeal for the Second Appellate District. From approximately August
25 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane
26 Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice
27 law in California in 2010. He is admitted to practice before all courts of the State of California and
28 all United States District Courts in the State of California. He has worked on many wage-and-hour

1 class action and representative action cases, taking the lead in taking and defending depositions,
2 arguing motions, and attending mediations. He has played an integral role in preparing matters for
3 class certification, including, and not limited to, successful certification of a class in *Upson v. Sur*
4 *La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus*
5 *Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
6 *Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one
7 hundred (100) class action or representative action cases which have resulted in settlement,
8 including, and not limited to those listed in paragraph 7 herein.

9 22. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
11 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
12 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
13 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
14 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
15 and defended dozens of depositions and successfully handled motion practice in class action cases
16 regarding discovery (including and not limited to, regarding class contact information), class
17 certification (both contested class certification and stipulated class certification), arbitration
18 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
19 appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
20 efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, (Cal., May 24, 2017) 9
21 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and
22 *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action
23 and/or representative action settlements. Under her and Edwin Aiwazian's supervision, the firm has
24 handled the class certification and court approval process for hundreds of class action and/or
25 representative action matters that have successfully resolved. She is a member of the California
26 Employment Lawyers Association.

27 23. Vartan Madoyan is a Member of Lawyers *for* Justice, PC. He received his Bachelor
28 of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor

1 degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors.
2 He is admitted to practice before all courts in the State of California and all U.S. District Courts in
3 California. He externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy
4 Court, Central District of California, from June 2009 to August 2009. He externed for the Honorable
5 Gary A. Feess of the United States District Court, Central District of California, from January 2010
6 to May 2010. From 2011 through and including the present, he has practiced almost exclusively on
7 complex wage and hour class action and PAGA action matters in California. From October 2011 to
8 June 2013, he was an Associate at Littler Mendelson's Century City, California office, working for
9 one of the largest employer-side labor and employment law firms in the United States. From July
10 2013 to March 2014, he was an Associate at Sheppard, Mullin, Richter & Hampton's Century City,
11 California office. From March 2014 to July 2023, he worked as an Associate and then as Counsel
12 at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, he has been a
13 Member of Lawyers for Justice, PC. He has taken and defended dozens of depositions and
14 successfully handled motion practice in class action and PAGA cases regarding discovery (including
15 and not limited to motions regarding class contact information), class certification (both contested
16 class certification and stipulated class certification), dispositive motions, arbitration agreements,
17 coordination, and intervention. He has successfully handled a complex wage and hour class action
18 and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange
19 County Superior Court, Case No. 30-2013-00692890. He has also successfully handled briefing on
20 appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court
21 of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished
22 decision). Further, He has extensive experience with settlements of class actions and PAGA actions
23 and has handled and supervised this process in over one hundred (100) cases.

24 24. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor
25 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
26 University of San Diego School of Law in 2020. I was admitted to practice law in California in
27 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal
28 District Courts in the State of California. I have worked on wage-and-hour class action and PAGA

1 representative cases, and my work has included, inter alia, researching and drafting pleadings,
2 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
3 agreements, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
4 at law firms focused primarily on family law matters, including, inter alia, representing clients in
5 divorce, parentage, child custody, and domestic violence restraining order proceedings, researching
6 and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion
7 practice, and making court appearances.

8 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

9 25. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
10 matter has translated into tangible monetary benefits for the Class Members in the following
11 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
12 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type given the strengths and weaknesses
14 of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only
15 increased significantly had the case progressed through certification, trial, and/or appeals.

16 26. Class Counsel has litigated the matter for over 3 years and was actively preparing the
17 matters for class certification and trial. The Parties have engaged in extensive settlement negotiations
18 and participated in a mediation conducted by Monique Ngo-Bonnici, Esq., a well-respected mediator
19 experienced in mediating complex labor and employment matters. In the course of the litigation and
20 in connection with the mediation and settlement discussions, the Parties exchanged extensive
21 information and engaged in discussions regarding their evaluations of the case and various aspects
22 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
23 Parties of proceeding with class certification and/or representative adjudication, the law relating to
24 off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and wage-
25 and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals, among
26 other things. During all settlement discussions, the Parties conducted their negotiations at arm’s
27 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not
28 easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at

1 certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class
2 certification and prevail at trial. After conducting investigations, formal and informal discovery, and
3 exchange of information, extensive settlement negotiations, and with the aid of the mediator's
4 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues
5 relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend
6 further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class
7 Claims of Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs,
8 the State of California, and the PAGA Group Members, against the Released Parties.

9 27. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
10 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs
11 conducted significant investigation and formal and informal discovery regarding the facts of the
12 case, including and not limited to, the exchange, review, and analysis of a large volume of documents
13 and data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents
14 that Class Counsel reviewed and analyzed included and was not limited to: a sampling of Class
15 Members' time and payroll data, Plaintiffs' personnel records, Defendant's Handbook, earning
16 statements, company policy acknowledgements, job descriptions, internal memorandum,
17 Defendant's operations and employment practice, policies, and procedures, among other information
18 and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members
19 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
20 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
21 of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
22 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
23 among other tasks.

24 28. Counsel for the Parties have also invested time researching and investigating the
25 applicable law, which is constantly evolving as it relates to certification, representative PAGA
26 claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement,
27 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based
28 on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

29. Class Counsel is aware of the defenses and position of Defendant but believes that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

30. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and PAGA Group Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

///

///

///

///

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



Helene Mayer

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made by and between the Plaintiffs Rene Reyes and Angie Medina (“Plaintiffs”),
4 on their own behalf and on behalf of the Settlement Class, PAGA Group Members, and the State of
5 California, on the one hand, and Defendant Inland Psychiatric Medical Group (“Defendant”) on the
6 other hand (Plaintiffs and Defendant collectively referred to as the “Parties”), in the lawsuits entitled
7 *Rene Reyes v. Inland Psychiatric Medical Group*, filed in San Bernardino County Superior Court,
8 Case No. CIVSB2123455 and *Rene Reyes v. Inland Psychiatric Medical Group*, filed in San
9 Bernardino County Superior Court, Case No. CIVSB2127286 (the “Actions”). This Settlement
10 resolves all claims that were asserted or could have been asserted against Defendant pertaining to
11 the claims in the Actions.

12 **I. DEFINITIONS**

13 **A. “Administration Costs”** means all administrative costs of settlement, including
14 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged by
15 the Settlement Administrator in connection with the execution of its duties under this Settlement.

16 **B. “Class Counsel” or “Plaintiffs’ Counsel”** mean Arby Aiwazian, Joanna Ghosh,
17 Vartan Madoyan, and Helene Mayer of Lawyers *for* Justice, PC and all the lawyers of this firm
18 acting on behalf of Plaintiffs and the Class.

19 **C. “Class Members”** means all current and former non-exempt employees employed
20 by Defendant in California who worked at any time during the Class Period (collectively referred to
21 as the “Class”).

22 **D. “Class Period”** means the period from August 9, 2017 through December 31, 2023.

23 **E. “Class Settlement”** means the settlement and release of Released Class Claims.

24 **F. “Court”** means the Superior Court of the State of California for the County of San
25 Bernardino.

26 **G. “Effective Date”** means: the later of: (a) if no timely objections are filed or if all
27 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an
28 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c)

1 if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
2 that does not alter the terms of the settlement.

3 **H. “Final Approval Order”** as used herein means the final formal judgment entered
4 by the Court granting final approval of this Agreement.

5 **I. “Gross Settlement Amount”** means the sum of One Million Six Hundred Thousand
6 Dollars (\$1,600,000.00), which shall be paid by Defendant, and from which all Individual
7 Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees and Litigation Costs
8 pursuant to Section XIV, Administration Costs pursuant to Section IX, Enhancement Payments
9 pursuant to Section XV, and PAGA Penalties pursuant to Section XVII, shall be paid except as
10 otherwise provided herein. The employer’s share of payroll taxes and contributions on the wages
11 portion of Individual Settlement Payments will be paid by Defendant in addition to and not as a
12 deduction from the Gross Settlement Amount.

13 **J. “Individual Settlement Payments”** means payments made to the Settlement Class
14 Members from the Net Settlement Amount as part of the Settlement.

15 **K. “Individual PAGA Payments”** means payments made to the PAGA Group
16 Members from the Employee PAGA Amount that PAGA Group Members are eligible to receive
17 under the PAGA Settlement.

18 **L. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
19 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
20 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiffs, and
21 PAGA Penalties, and as provided in Sections VIII, IX, and XIV-XVII.

22 **M. “PAGA Group Members”** all current and former non-exempt employees employed
23 by Defendant in California who worked at any time during the PAGA Period (collectively referred
24 to as the “PAGA Members” or “PAGA Group Members”).

25 **N. “PAGA Period”** means the period from January 23, 2020 through December 31,
26 2023.

27 **O. “PAGA Settlement”** means the settlement and release of Released PAGA Claims.

28 ///

1 **P. “PAGA Penalties”** means the amount of Two Hundred and Fifty Thousand Dollars
2 (\$250,000.00) from the Gross Settlement Amount which will be allocated toward penalties under
3 the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which seventy-five
4 percent (75%) will be paid to the LWDA (i.e., the “LWDA Payment”), and twenty-five percent
5 (25%) will be distributed to the PAGA Group Members (i.e., the “Employee PAGA Amount”).

6 **Q. “Plaintiffs”** as used herein means Rene Reyes and Angie Medina.

7 **R. “Released Parties”** means Defendant, and any related entities, and their directors,
8 officers, members, and investors.

9 **S. “Released Class Claims”** means all claims made in the First Amended Complaint
10 or all claims that reasonably could have been alleged based on the factual allegations contained in
11 the First Amended Complaint, including but not limited to all of the following claims for relief: (1)
12 failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to
13 provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium
14 pay in lieu thereof; (5) failure to timely pay final wages at termination; (6) failure to provide
15 complete and accurate itemized wage statements; (7) failure to indemnify for necessary business
16 expenditures; and (8) unfair business practices.

17 **T. “Released PAGA Claims”** means all claims made in the First Amended Complaint
18 or all claims that reasonably could have been alleged based on the factual allegations contained in
19 the First Amended Complaint and LWDA Letter for civil penalties under PAGA for alleged
20 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
21 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission
22 Wage Orders, including inter alia, Wage Orders 4-2001, and 5- 2001.

23 **U. “Settlement”** means the disposition and agreement to resolve the Actions.

24 **V. “Settlement Administrator”** means Simpluris, Inc., the settlement administrator
25 selected by the Parties, and which will be responsible for the administration of the Gross Settlement
26 Amount, as defined below, and all related matters. The Parties each represent that they do not have
27 any financial interest in the Settlement Administrator or otherwise have a relationship with the
28 Settlement Administrator that could create a conflict of interest.

1 **W. “Settlement Class Member”** means a Class Member who does not submit a timely
2 and valid Request for Exclusion.

3 **X. “Workweeks”** means the number of weeks that a Class Member worked for
4 Defendant as a non-exempt employee in California during the Class Period (based on the number of
5 Workweeks in the Class List that Defendant provides to the Settlement Administrator). Each Class
6 Member will be credited with at least one (1) Workweek. A Workweek includes any week in which
7 a Class Member had a time worked entry in Defendant’s timekeeping system.

8 **II. BACKGROUND**

9 **A.** On July 19, 2021, Plaintiff Reyes sent a letter to the Labor and Workforce
10 Development Agency, pursuant to California Labor Code section 2699.3, providing notice of his
11 intent to seek civil penalties under the Private Attorneys General Act, California Labor Code section
12 2698, et seq., for Defendant’s alleged violations of California Labor Code sections 201, 202, 203,
13 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802,
14 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, and 5-
15 2001 (“LWDA Letter”).

16 **B.** On August 9, 2021, Plaintiff Reyes filed Case No. CIVSB2123450 in San
17 Bernardino County Superior Court, which is a wage and hour class action against Defendant. In
18 this class action (the “Class Action”), Plaintiff alleges, *inter alia*, on behalf of herself and all others
19 similarly situated, that Defendant violated California state wage and hour laws and the California
20 Business and Professions Code Section 17200 *et seq.* as a result of Defendant’s California wage and
21 hour policies and practices. Specifically, Plaintiffs alleged that Defendant violated the following
22 provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure
23 to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant
24 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide
25 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
26 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
27 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
28 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage

1 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
2 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
3 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

4 **C.** On September 23, 2021, Plaintiff Reyes filed Case No. CIVSB2127286 in San
5 Bernardino County Superior Court (“PAGA Case”), alleging a single representative cause of action
6 under Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) action
7 against Defendant.

8 **D.** Plaintiff Reyes will file a First Amended Class Action Complaint for Damages &
9 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in
10 the Actions (“First Amended Complaint”), which will add the PAGA cause of action that had been
11 asserted in the PAGA Case and adds Angie Medina as a named plaintiff.

12 **E.** Class Counsel conducted extensive investigation, discovery, review and analysis of
13 data and documents, and evaluation concerning the claims set forth in the Actions.

14 **F.** Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations
15 with Defendant concerning possible settlement of the claims asserted in the Actions. These good
16 faith, arms-length negotiations resulted in settlement of the Actions memorialized in this Settlement
17 Agreement after extensive negotiations about the terms and conditions of the Settlement.

18 **G.** Class Counsel has conducted an investigation of the law and facts relating to the
19 claims asserted in the Actions and has concluded, taking into account the sharply contested issues
20 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Actions
21 through trial and any appeals, the risks and costs of further prosecution of the Actions, the risk of an
22 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
23 by Plaintiffs and the members of the Class and State of California pursuant to this Agreement, that
24 a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,
25 and in the best interests of the Class and State of California. Plaintiffs, on their own behalf, on
26 behalf of the Class, and as a private attorney general on behalf of the State of California with respect
27 to PAGA Members, have agreed to settle the Actions with Defendant on the terms set forth herein.

28 ///

1 **H.** Defendant has concluded that, because of the substantial expense of defending
2 against the Actions, the length of time necessary to resolve the issues presented herein, the
3 inconvenience involved, and the concomitant disruption to its business operations, it is in
4 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
5 allegations and claims asserted against it in the Actions. However, Defendant nevertheless desires
6 to settle the Actions for the purpose of avoiding the burden, expense and uncertainty of continuing
7 litigation and for the purpose of putting to rest the controversies engendered by the Actions.

8 **I.** This Agreement is intended to and does effectuate the full, final and complete
9 settlement of the allegations and claims set forth in Section II.A-D.

10 **III. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of these Actions. The
12 Actions include claims that, while Defendant denies them in their entirety, would, if proven,
13 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
14 final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to
15 California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of the Actions
16 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
17 the terms set forth herein.

18 **IV. STIPULATION OF CLASS CERTIFICATION**

19 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.
20 This stipulation is contingent upon the preliminary and final approval and certification of the Class
21 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the
22 fact that the Parties were willing to stipulate provisionally to class certification as part of the
23 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
24 whether a class should be certified in a non-settlement context in the Actions. Defendant expressly
25 reserves the right to oppose class certification and/or proactively move to deny certification should
26 this Settlement be modified or reversed on appeal or otherwise not become final.

27 **B.** The Parties agree that class certification pursuant to California Code of Civil
28 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing

1 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
2 should be certified or given collective treatment in the Actions or in any other action or proceeding.
3 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
4 admissible in any court or other tribunal regarding the propriety of class certification or collective
5 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
6 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived,
7 limited, or affected in any way any claims, rights, or remedies in the Actions, and Defendant will
8 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in
9 the Actions.

10 **V. MOTION FOR PRELIMINARY APPROVAL**

11 **A.** Plaintiffs will bring a motion before the Court for an order preliminarily approving
12 the Settlement including the Notice of Class Action Settlement ("Class Notice"), which is attached
13 hereto as "Exhibit A," and including certification of the Class for settlement purposes only.

14 **B.** The date that the Court enters an order granting preliminary approval of the
15 Settlement will be the "Preliminary Approval Date."

16 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
17 and will provide Defendant's counsel the opportunity to review it and provide input before it is filed.
18 Defendant agrees that it will not oppose Plaintiffs' Motion for Preliminary Approval as long as the
19 motion is not inconsistent with the terms of this Agreement.

20 **VI. STATEMENT OF NO ADMISSION**

21 **A.** Defendant denies liability for any claim or cause of action asserted in the LWDA
22 Letter and the Actions. This Agreement does not constitute, and is not intended to constitute, an
23 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
24 made against it in the LWDA Letter and the Actions.

25 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
26 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
27 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
28 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible

1 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or
2 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
3 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
4 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case
5 or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as
6 purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
7 rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.
8 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the
9 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
10 or any orders or judgments of the Court entered in connection with implementation of this
11 Agreement and/or the Settlement.

12 C. None of the documents produced or created by Plaintiffs or the Class in connection
13 with settlement procedures constitute, and they are not intended to constitute, an admission by either
14 Plaintiffs or Defendant regarding whether or not any violation of any federal, state, or local law,
15 statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity
16 has occurred.

17 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

18 **A. Release As to All Settlement Class Members.**

19 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, and all
20 Settlement Class Members waive, release, and discharge the Released Parties, as defined in Section
21 I.R., of the Released Class Claims, as defined in Section I.S.

22 **B. Released as to State of California and PAGA Members.**

23 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the
24 State of California, and PAGA Members waive, release, and discharge the Released Parties, as
25 defined in Section I.R., of the Released PAGA Claims, as defined in Section I.T.

26 **C. General Release by Plaintiffs Only.**

27 In addition to the releases made in Section VII.A-B, Plaintiffs make the additional following
28 general release of all claims, known, or unknown, in exchange for the Enhance Payment under this

1 Agreement. Plaintiffs release the Released Parties from all claims, demands, rights, liabilities, and
2 causes of action of every nature and description whatsoever, known or unknown, asserted or that
3 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
4 rule or regulation arising out of, relating to, or in connection with Plaintiffs' relationship with
5 Defendant as well as any and all acts or omissions by or on the part of Defendant, excluding only
6 claims that, by law, may not be privately released. (The release set forth in this Section VII.C shall
7 be referred to hereinafter as the "General Release"). With respect to the General Release, Plaintiffs
8 stipulate and agree that, upon the Effective Date and full funding of the Gross Settlement Amount
9 (including the Enhancement Payment), Plaintiffs shall be deemed to have expressly waived and
10 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
11 1542 of the California Civil Code, or any other similar provision under federal or state law, which
12 provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
14 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
15 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
16 **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 This release specifically excludes claims for unemployment insurance, disability, social security,
18 and workers compensation (with the exception of claims arising pursuant to California Labor Code
19 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
20 found hereafter to be other than or different from the facts now believed to be true, the release of
21 claims contained herein shall be effective as to all unknown claims.

22 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

23 **A. Consideration for This Agreement.**

24 As consideration for this Agreement, Defendant will pay the Gross Settlement Amount of
25 \$1,600,000.00. The payment of the Gross Settlement Amount represents full and complete
26 settlement of this matter. The Gross Settlement Amount includes all Attorney's Fees and Litigation
27 Costs, Administration Costs, Enhancement Payments, and PAGA Penalties. The balance of the
28 Gross Settlement Amount, after deduction of Attorney's Fees and Litigation Costs, Administration

Costs, Enhancement Payments, and PAGA Penalties, will be the Net Settlement Amount. Defendant's employer payroll taxes and contributions in connection with the wages portion of the Settlement ("Employer Taxes") shall be paid separately and in addition to the Gross Settlement Amount.

B. Potential Increase to the Settlement Amount.

Defendant has represented that there are 31,746 Workweeks from August 9, 2017 through October 6, 2023. Should the actual number of Workweeks during this same time period increase beyond 10%, i.e., there are more than 34,920 Workweeks for the referenced time period ("Workweeks Threshold"), the Gross Settlement Amount shall increase on a *pro rata* basis for each additional Workweek. For example, if the Workweeks for the referenced time period exceed the Workweeks Threshold by 1%, then the Gross Settlement Amount will be increased by 1%.

IX. SETTLEMENT ADMINISTRATOR

Plaintiffs and Defendant, through their respective counsel, have selected Simpluris, Inc. as a Settlement Administrator to administer the Settlement, which includes but is not limited to distributing, responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to be no more than Ten Thousand Dollars (\$10,000.00), will be paid from the Gross Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$10,000.00 will be paid from the Gross Settlement Amount. If the actual Administration Costs awarded are less than the amount provided herein, the difference will be part of the Net Settlement Amount. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Notice to the Class.

Plaintiffs and Defendant, through their respective attorneys, have jointly prepared the Class Notice, which in substance will be provided to the Class Members as follows:

///

1 **1.** As soon as practicable following preliminary approval of the Settlement, but
2 no later than forty-five (45) calendar days after the Preliminary Approval Date, Defendant will
3 provide to the Settlement Administrator the following information for each Class Member: (1) full
4 name; (2) last known address; (3) Social Security number; (4) the number of Workweeks worked
5 during the Class Period; and (5) number of Workweeks during the PAGA Period (collectively,
6 “Class List”). Defendant further agrees to consult with the Settlement Administrator prior to the
7 production date to ensure that the format will be acceptable to the Settlement Administrator.
8 Plaintiffs’ Counsel shall also receive a redacted Class List that shall only disclose an identification
9 number attributed to each Class Member and their associated Workweeks during the Class Period
10 and PAGA Period.

11 **2.** The Settlement Administrator shall run all the addresses provided through
12 the United States Postal Service Notice of Change of Address database to obtain current address
13 information, and shall mail the Class Notice to the Class Members via first-class U.S. Mail in
14 English using the most current mailing address information available, within fourteen (14) calendar
15 days of the receipt of the Class List from Defendant.

16 **3.** The Class Notice will include information regarding the nature of the
17 Actions; a summary of the terms of the Settlement; the definition of the Class; a statement that the
18 Court has preliminarily approved the Settlement; the nature and scope of the claims being released;
19 the procedure and time period for objecting to the Class Settlement, the date and location of the
20 Final Approval Hearing; information regarding the procedure for opting out of the Class Settlement;
21 the number of Workweeks credited to each Class Member and the procedure for disputing the
22 number of Workweeks credited; and the estimated Individual Settlement Payment for the Class
23 Member.

24 **4.** If a Class Notice is returned as undeliverable within thirty (30) calendar days
25 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to locate
26 a more current address within three (3) business days of receipt of the returned mail. If the
27 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
28 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a

1 forwarding address to the Settlement Administrator before the Response Deadline, shall be re-
2 mailed to the forwarding address affixed thereto.

3 **5.** Class Members will be given sixty (60) calendar days after the Class Notice
4 is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for Exclusion,
5 and/or written objections (“Response Deadline”). With respect to any Class Notice that is re-mailed,
6 the Response Deadline for the Class Member whose Class Notice is re-mailed will be extended an
7 additional fifteen (15) calendar days from the original Response Deadline.

8 **6.** No later than twenty-five (25) calendar days before the Final Approval
9 Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with
10 a declaration attesting to the completion of the settlement notice administration process, including
11 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
12 as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

13 **B. Objections.**

14 Class Members who do not submit a Request for Exclusion may object to the Class
15 Settlement. To object to the Class Settlement, a Settlement Class Member may send a written
16 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
17 submitting a written objection to the Class Settlement. The Settlement Class Member may appear
18 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present
19 his or her objection directly to the Court. However, any attorney who will represent an objector
20 must file a notice of appearance with the Court and serve Class Counsel and Defendant’s counsel
21 no later than the Response Deadline. A written objection to the Class Settlement must: (1) contain
22 the case name and number of the Actions; (2) contain the Settlement Class Member’s full name,
23 address, telephone number, signature, and last four digits of his or her Social Security number; (3)
24 clearly state the grounds for the objection; (4) state whether the Settlement Class Member intends
25 to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator,
26 postmarked no later than the Response Deadline. If a Class Member objects to the Class Settlement,
27 the Class Member will remain a Settlement Class Member and if the Court approves this Agreement,
28 the Settlement Class Member will be bound by the terms of the Class Settlement in the same way

1 and to the same extent as a Settlement Class Member who does not object to the Class Settlement.
2 The date of mailing of the Class Notice to the objecting Settlement Class Member shall be
3 conclusively determined according to the records of the Settlement Administrator. The Court retains
4 final authority with respect to the consideration and admissibility of any objections to the Class
5 Settlement from Settlement Class Members. The Class Notice shall contain instructions on how to
6 object to the Class Settlement.

7 **C. Opportunity to Be Excluded from the Class Settlement and Defendant's Opt-**
8 **Out Threshold.**

9 **1.** In order for any Class Member to validly exclude himself or herself from the
10 Class Settlement (i.e., to validly opt out of the Class Settlement), a written request for exclusion
11 from the Class Settlement ("Request for Exclusion") must: (1) contain the case name and number
12 of the Actions; (2) contain the Class Member's full name, address, telephone number, and last four
13 digits of his or her Social Security number; (3) be signed by the Class Member or his or her
14 authorized representative; (4) contain a clear statement that the Class Member requests to be
15 excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by
16 no later than the Response Deadline. The Class Notice shall contain instructions on how to opt out.

17 **2.** The date of the initial mailing of the Class Notice, and the date the signed
18 Request for Exclusion was postmarked, shall be conclusively determined according to the records
19 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
20 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
21 Settlement, and will not have any right to object, appeal, or comment thereon.

22 **3.** Any Class Member who does not submit a timely and valid Request for
23 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
24 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA Settlement
25 regardless of their decision to participate in the Class Settlement.

26 **4.** In the event that ten percent (10%) or more of the Class Members exercise
27 their right to exclude themselves and opt out of the Class Settlement, Defendant retains the exclusive
28 right, but not the obligation, to withdraw from and terminate the Settlement and return all Parties

1 back to their same position before the Settlement was reached and the Settlement Agreement was
2 entered into. In the event that Defendant exercises such rights under this Section, Plaintiffs and
3 Defendant shall resume the Actions. Defendant must notify Class Counsel and the Court in writing
4 of such a decision to withdraw and terminate the Settlement no later than five (5) business days after
5 receiving written notice from the Settlement Administrator that the number of opt outs exceed 10%
6 of the Class. In the event of Defendant's withdrawal, no Party may use the fact that the Parties
7 agreed to the Settlement for any reason, and Defendant shall pay all administration expenses
8 incurred through the date of its termination of the Settlement.

9 **D. Cooperation.**

10 The Parties and their respective counsel agree not to encourage members of the Class to opt
11 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
12 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
13 of the Settlement and the Class Member's options with respect to the Settlement.

14 **XI. WORKWEEKS DISPUTE PROCEDURE**

15 **A.** If a Class Member and/or PAGA Group Member disputes the number of Workweeks
16 credited to him or her for the Class Period and/or PAGA Period, which will be set forth in the Class
17 Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (a) contains the case
18 name and number of the Actions; (b) contains the Class Member's full name, address, telephone
19 number, signature, and last four digits of his or her Social Security number; (c) contains a statement
20 setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she
21 contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted
22 to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class
23 Member and/or PAGA Group Member does not dispute his or her number of Workweeks, the
24 number of Workweeks set forth in the Class Notice will govern the Individual Settlement Payment
25 to the Class Member and/or the Individual PAGA Payment to the PAGA Group Member, such
26 individual need not take further action to participate in the Settlement.

27 ///

28 ///

1 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
2 consultation with Class Counsel and counsel for Defendant, will review the pertinent records
3 showing the dates the Class Member worked for Defendant in California and the number of
4 Workweeks worked, which records Defendant agrees to make available to the Settlement
5 Administrator and Class Counsel.

6 **C.** After consulting with Class Counsel and counsel for Defendant, the Settlement
7 Administrator shall compute the number of Workweeks to be used in computing the Class Member's
8 *pro rata* share of the Net Settlement Amount and the PAGA Group Members' *pro rata* share of the
9 Employee PAGA Amount. In the event that there is a disparity between the number of Workweeks
10 a Class Member claims he or she worked during the Class Period and/or number of Workweeks a
11 PAGA Group Member claims he or she worked during PAGA Period and the number of Workweeks
12 indicated by Defendant's records, Defendant's records will control unless inconsistent with records
13 provided by the Class Member and/or PAGA Group Member (or bona fide copies thereof), in which
14 case the records provided by the Class Member and/or PAGA Group Member will control. The
15 Settlement Administrator's decision as to the number of Workweeks to be credited to a Class
16 Member and/or PAGA Group Member shall be final and non-appealable. The Settlement
17 Administrator shall send written notice of the decision on any such dispute to the Class Member
18 and/or PAGA Group Member, to Class Counsel, and counsel for Defendant within ten (10) calendar
19 days of receipt of the Workweeks Dispute.

20 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

21 **A. Formula for Calculating Individual Settlement Payments.**

22 Settlement Class Members (i.e., Class Members who do not submit a timely and valid
23 Request for Exclusion) will receive a lump sum payment as good and valuable consideration for the
24 waiver and release of Released Class Claims set forth in Section I.S., above, in an amount
25 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
26 Each Settlement Class Member's Individual Settlement Payment will be determined as follows:

27 ///

28 ///

1 1. Defendant will calculate the number of Workweeks of each Settlement Class
2 Member during the Class Period and include this information in the Class List.

3 2. The value of each Workweek shall be determined by the Settlement
4 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
5 Settlement Class Members (“Class Workweek Point Value”).

6 3. Each Settlement Class Member’s individual Workweeks will be multiplied
7 by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment. Individual
8 Settlement Payments for each Settlement Class Member will be reduced by any required legal
9 deductions for the employee’s share of taxes and withholdings on the wages portion of the Individual
10 Settlement Payments.

11 **B. Formula for Calculating Individual PAGA Payments.**

12 PAGA Group Members will receive a lump sum payment as good and valuable
13 consideration for the waiver and release of Released PAGA Claims set forth in Section I.T., above,
14 in an amount determined by the Settlement Administrator in accordance with the provisions of this
15 Agreement. Each PAGA Group Member’s Individual PAGA Payment will be determined as
16 follows:

17 1. Defendant will calculate the number of Workweeks of each PAGA Group
18 Member during the PAGA Period (“PAGA Workweeks”) and include this information in the Class
19 List.

20 2. The value of each PAGA Workweek shall be determined by the Settlement
21 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks
22 of all PAGA Group Members (“PAGA Workweek Point Value”).

23 3. Each PAGA Group Member’s individual PAGA Workweeks will be
24 multiplied by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

25 ///

26 ///

27 ///

28 ///

1 **C. Funding of Settlement.**

2 Within thirty (30) calendar days following the Effective Date, Defendant will fully deposit
3 the Gross Settlement Amount into an interest-bearing account established by the Settlement
4 Administrator for administration of the Settlement. At no time prior to the Effective Date shall
5 Defendant be required to escrow any portion of the Gross Settlement Amount.

6 **D. Time for Distribution.**

7 **1.** The Settlement Administrator shall distribute the Court-approved Attorney's
8 Fees and Litigation Costs to Class Counsel, Court-approved Enhancement Payments to Plaintiffs,
9 Court-approved Administration Costs to the Settlement Administrator, LWDA Payment to the
10 LWDA, Individual Settlement Payments to Settlement Class Members, and the Individual PAGA
11 Payments to PAGA Group Members within ten (10) calendar days following the full funding of the
12 Settlement.

13 **2.** If an Individual Settlement Payment and/or Individual PAGA Payment
14 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
15 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
16 mailing address by performing a skip trace search and, if another address is identified, shall mail the
17 check to the newly identified address. The Settlement Administrator may, at its discretion, distribute
18 the Individual Settlement Payment and Individual PAGA Payment by way of a single check that
19 combines both payments (if applicable).

20 **3.** Any checks issues by the Settlement Administrator to Settlement Class
21 Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180)
22 days after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated
23 with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks will be paid
24 to Legal Aid Association of California, after the Court enters an order approving the parties'
25 stipulation to amend the judgment, which Parties shall prepare and file in accordance with California
26 Code of Civil Procedure section 384.5, *et seq.* The Parties each represent that they do not have any
27 financial interest in Legal Aid Association of California or otherwise have a relationship with Legal
28 Aid Association of California that could create a conflict of interest.

1 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

2 The amounts paid under this Agreement do not represent a modification of any previously
3 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
4 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
5 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
6 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
7 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
8 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.
9 Defendant retains the right to modify the language of its benefit plan, policies and bonus programs
10 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
11 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
12 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
13 any other purpose, and that additional contributions or benefits are not required by this Settlement.

14 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

15 Defendant shall not oppose an application by Class Counsel for an amount up to thirty-five
16 percent (35%) of the Gross Settlement Amount (i.e., \$560,000, if the Gross Settlement Amount is
17 \$1,600,000) for all past and future attorneys' fees necessary to prosecute, settle, and administer the
18 Actions and this Settlement ("Attorneys' Fees"). Additionally, Defendant shall not oppose an
19 application by Class Counsel for an amount up to Thirty Thousand Dollars (\$30,000.00) for all past
20 and future litigation costs and expenses necessary to prosecute, settle, and administer the Actions
21 and the Settlement ("Litigation Costs"). Any Attorneys' Fees or Litigation Costs awarded to Class
22 Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount
23 for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts
24 includes, without limitation, all time and expenses expended by Class Counsel in implementing the
25 Settlement and securing preliminary and final approval (including any appeals therein). There will
26 be no additional consideration paid by Defendant for such work; although such work may cause
27 Class Counsel's lodestar to increase, Class Counsel will be limited to the Attorneys' Fees and
28 Litigation Costs provided for under the Settlement. The Attorneys' Fees and Litigation Costs shall

1 include all attorneys' fees, litigation costs, and expenses for which Plaintiffs and Class Counsel
2 could claim under any legal theory whatsoever with respect to the Actions. Within ten (10) calendar
3 days following the full funding of the Settlement, the Settlement Administrator shall disburse
4 payment to Class Counsel from the Gross Settlement Amount for the Court-approved Attorneys'
5 Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys'
6 Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such
7 unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to
8 Settlement Class Members on a *pro rata* basis.

9 **XV. ENHANCEMENT PAYMENTS TO PLAINTIFFS**

10 Defendant shall not oppose an application by Plaintiffs, and Plaintiffs shall not seek or
11 receive an amount in excess of \$7,500.00 each to Plaintiff Reyes and Plaintiff Medina (for a total of
12 \$15,000.00) for their participation in and assistance with the Actions ("Enhancement Payments").
13 Any Enhancement Payments awarded to Plaintiffs by the Court as part of the Settlement shall be
14 deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement
15 Amount, and shall be reported on IRS Form 1099. If the Court approves an Enhancement Payment
16 of less than \$7,500.00 to each Plaintiff, then the unapproved portion or portions shall be part of the
17 Net Settlement Amount to be distributed to Settlement Class Members on a *pro rata* basis.

18 **XVI. TAXATION AND ALLOCATION**

19 **A.** The Parties agree that all employees' shares of employment taxes and other legally
20 required withholdings will be withheld from payments to the Settlement Class Members based on
21 the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

22 **B.** In Defendant's sole discretion, and to which Plaintiffs and Class Counsel do not
23 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
24 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
25 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
26 withholding codes or regulations.

1 C. For withholding tax characterization purposes and payment of taxes, the Individual
2 Settlement Payments to Settlement Class Members shall be deemed as thirty-three percent (33%)
3 wages, thirty-three percent (33%) penalties, and thirty-four (34%) interest and fees.

4 D. For withholding tax characterization purposes and payment of taxes, the Individual
5 PAGA Payments to PAGA Group Members shall be deemed one hundred percent (100%) penalties.

6 E. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
7 required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement, by
8 the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other
9 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
10 may be modified in a manner to bring Defendant into compliance with any such changes.

11 F. The employer’s share of payroll taxes and contributions on the wages portion of
12 Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction from
13 the Gross Settlement Amount.

14 **XVII. PAGA ALLOCATION**

15 In order to implement the terms of this Settlement and to settle claims alleged under the
16 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
17 allocate \$250,000 from the Gross Settlement Amount as penalties authorized by the PAGA (“PAGA
18 Penalties”). Seventy-five percent (75%), which is \$187,500 of the PAGA Penalties will be
19 distributed to the Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five
20 percent (25%), which is \$62,500 of the PAGA Penalties will be distributed on a *pro-rata* basis to
21 the PAGA Group Members (“Employee PAGA Amount”). Plaintiffs’ Counsel will provide notice
22 to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of
23 the Final Approval Order through the appropriate LWDA/DIR website. PAGA Group Members
24 will be issued their Individual PAGA Payments regardless of their decision to opt-out of the Class
25 Settlement.

26 ///

27 ///

28 ///

1 **XVIII. COURT APPROVAL**

2 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
3 and entry of judgment. Plaintiffs and Defendant agree to take all steps as may be reasonably
4 necessary to secure both preliminary approval and final approval of the Settlement, to the extent not
5 inconsistent with the terms of this Agreement, and will not take any action adverse to each other in
6 obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
7 respects. Plaintiffs and Defendant expressly agree that they will not file any objection to the terms
8 of the Settlement or assist or encourage any person or entity to file any such objection.

9 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
10 shall be restored to their respective positions in the Actions, as of the date on which the Settlement
11 was reached, except as otherwise provided in Section XIX, below.

12 **XIX. MISCELLANEOUS PROVISIONS**

13 **A. Interim Stay of Litigation.**

14 Plaintiffs and Defendant agree to the stay of all proceedings in the Actions, including with
15 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
16 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

17 **B. Interpretation of the Agreement.**

18 This Agreement constitutes the entire agreement between Plaintiffs and Defendant. Except
19 as expressly provided herein, this Agreement has not been executed in reliance upon any other
20 written or oral representations or terms, and no such extrinsic oral or written representations or terms
21 shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties agree
22 that this Agreement is to be construed according to its terms and may not be varied or contradicted
23 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
24 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
25 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
26 be resolved solely and exclusively in the Superior Court of the State of California for the County of
27 San Bernardino, and Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court
28 over them solely in connection therewith. Plaintiffs, on their own behalf, on behalf of the Class, and

1 on behalf of the State of California pursuant to PAGA, and Defendant participated in the negotiation
2 and drafting of this Agreement and had available to them the advice and assistance of independent
3 counsel. As such, neither Plaintiffs nor Defendant may claim that any ambiguity in this Agreement
4 should be construed against the other. The terms and conditions of this Agreement constitute the
5 exclusive and final understanding and expression of all agreements between Plaintiffs and
6 Defendant with respect to the Settlement.

7 **C. Further Cooperation.**

8 Plaintiffs and Defendant and their respective attorneys shall proceed diligently to prepare
9 and execute all documents, to seek the necessary approvals from the Court, and to do all things
10 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

11 **D. Confidentiality of Documents and Information.**

12 Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the
13 confidentiality of all documents and other information obtained in the Actions that were specifically
14 designated as confidential at the time they were produced (formally or informally) in the Actions,
15 unless ordered to be disclosed by the Court or by a subpoena.

16 **E. Neutral Employment Reference.**

17 Defendant agrees that it will adopt a neutral reporting policy regarding any future
18 employment references related to Plaintiffs. In the event that any potential or future employers of
19 Plaintiffs request a reference regarding Defendant's employment of Plaintiffs, Defendant shall only
20 provide the requested Plaintiffs' dates of employment and job titles during employment. Defendant
21 shall not refer to the Actions or this Settlement.

22 **F. Counterparts.**

23 The Agreement may be executed in one or more actual or non-original counterparts, either
24 through a physical original, facsimile, electronic, or e-mail signature, all of which will be considered
25 one and the same instrument and all of which will be considered duplicate originals.

26 **G. Authority.**

27 Each individual signing below warrants that he or she has the authority to execute this
28 Agreement on behalf of the Party for whom or which that individual signs.

1 **H. No Third-Party Beneficiaries.**

2 Plaintiffs, Settlement Class Members, PAGA Group Members, the LWDA, Defendant, and
3 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
4 beneficiaries.

5 **I. Modification.**

6 Before this Agreement has been submitted to the Court in connection with seeking
7 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
8 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
9 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
10 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
11 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
12 this Agreement may be modified by agreement of counsel for the Parties in writing without approval
13 by the Court if the Parties agree and cause exists for such modification. This Agreement may not
14 be discharged except by performance in accordance with its terms or by a writing signed by the
15 Parties.

16 **J. Deadlines Falling on Weekends or Holidays.**

17 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
18 legal holiday, that deadline shall be continued until the following business day.

19 **K. California Law Governs.**

20 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
21 according to the laws of the State of California.

22 **L. Severability.**

23 In the event that any one or more of the provisions contained in this Agreement shall for
24 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
25 unenforceability shall in no way effect any other provision if Defendant's counsel and Class
26 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Group
27 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
28 had never been included in this Agreement.

1 **M. Binding on Successors and Assigns.**

2 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
3 or assigns of the Parties hereto, as previously defined.

4 **N. Waiver.**

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

8 **O. Representation by Counsel.**

9 The Parties acknowledge that they have been represented by counsel throughout all
10 negotiations that preceded the execution of this Agreement, and that this Agreement has been
11 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class
12 Counsel warrant and represent that there are no liens on the Agreement.

13 **P. Binding Agreement.**

14 The Parties warrant that they understand and have full authority to enter into this Settlement,
15 and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties
16 subject to Court approval, and agree that it will be admissible and subject to disclosure in any
17 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
18 otherwise might apply under federal or state law.

19 **IT IS SO AGREED:**

20 Date: 09/12/2024
21 , 2024

Electronically Signed 2024-09-12 22:33:11 UTC - 70.183.63.125

Nitex AssureSign® 7ed98f57-68ac-4943-be48-b1e10154e573

RENE REYES, *Plaintiff*

22 Date: _____, 2024

ANGIE MEDINA, *Plaintiff*

24 Date: _____, 2024

Inland Psychiatric Medical Group, *Defendant*
Name:
Position:

1 **M. Binding on Successors and Assigns.**

2 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
3 or assigns of the Parties hereto, as previously defined.

4 **N. Waiver.**

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

8 **O. Representation by Counsel.**

9 The Parties acknowledge that they have been represented by counsel throughout all
10 negotiations that preceded the execution of this Agreement, and that this Agreement has been
11 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class
12 Counsel warrant and represent that there are no liens on the Agreement.

13 **P. Binding Agreement.**

14 The Parties warrant that they understand and have full authority to enter into this Settlement,
15 and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties
16 subject to Court approval, and agree that it will be admissible and subject to disclosure in any
17 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
18 otherwise might apply under federal or state law.

19
20 **IT IS SO AGREED:**

21 Date: _____, 2024

22
23 Date: 09/04/2024 _____, 2024

24
25 Date: _____, 2024

RENE REYES, *Plaintiff*
Electronically Signed 2024-09-04 21:13:02 UTC - 107.127.56.120

Winlex AssureSign® 046Kt04-4c05-44Bb-89a0-01e10157206f

ANGIE MEDINA, *Plaintiff*

Inland Psychiatric Medical Group, *Defendant*
Name:
Position:

M. Binding on Successors and Assigns.

This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

N. Waiver.

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

O. Representation by Counsel.

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

P. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

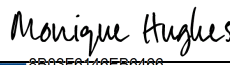
Date: _____, 2024

RENE REYES, *Plaintiff*

Date: _____, 2024

ANGIE MEDINA, *Plaintiff*

Date: 12/6/2024, 2024

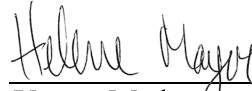
DocuSigned by:


Inland Psychiatric Medical Group, *Defendant*
Name: Monique Hughes
Position: Executive Administrator

1 **APPROVED AS TO FORM:**

2
3 Date: September 30, 2024

LAWYERS *for* JUSTICE, PC

4 

5 Vartan Madoyan
6 Helene Mayer
7 *Attorneys for* Plaintiffs and Proposed Class
8 Counsel

9
10 Date: _____, 2024

THAKUR LAW FIRM, APC

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pamela Tahim Thakur
Attorneys for Inland Psychiatric Medical Group

1 **APPROVED AS TO FORM:**

2
3 Date: _____, 2024

LAWYERS *for* JUSTICE, PC

4
5 Vartan Madoyan
Helene Mayer
6 *Attorneys for* Plaintiffs and Proposed Class
Counsel

7 Date: February 26, 2024 *KAS*

8 THAKUR LAW FIRM, APC

9
10 Pamela Tahim Thakur
11 *Attorneys for* Inland Psychiatric Medical Group
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rene Reyes v. Inland Psychiatric Medical Group
Superior Court of California for the County of San Bernardino, Case No. CIVSB2123455

Rene Reyes v. Inland Psychiatric Medical Group
Superior Court of California for the County of San Bernardino, Case No. CIVSB2127286

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Rene Reyes and Angie Medina ("Plaintiffs") and Defendant Inland Psychiatric Medical Group ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Rene Reyes v. Inland Psychiatric Medical Group*, San Bernardino County Superior Court, Case No. CIVSB2123455 and *Rene Reyes v. Inland Psychiatric Medical Group*, San Bernardino County Superior Court, Case No. CIVSB2127286 ("Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former non-exempt employees employed by Defendant in California who worked at any time during the Class Period.

"Class Period" means the time period from August 9, 2017 through December 31, 2023.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former non-exempt employees employed by Defendant in California who worked at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from January 23, 2020 through December 31, 2023.

II. BACKGROUND OF THE ACTION

On July 19, 2021, Plaintiff Reyes provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On August 9, 2021, Plaintiff Reyes filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2123450 ("Class Action"). On September 23, 2021, Plaintiff Reyes filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., in the San Bernardino County Superior Court, Case No. CIVSB2127286 ("PAGA Case"). Plaintiff Reyes will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Actions ("First Amended Complaint"), which will add the PAGA cause of action that had been asserted in the PAGA Case and adds Angie Medina as a named plaintiff. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep

requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Rene Reyes and Angie Medina as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Six Hundred Thousand Dollars (\$1,600,000.00) (“Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$560,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed **TBD Dollars (\$TBD.00)** (“Attorneys’ Fees and Litigation Costs”) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Dollars (\$7,500.00) each to Plaintiffs (\$15,000 total) for their services in the Actions; (3) Administration Costs in an amount not to exceed **TBD Dollars (\$TBD.00)** to the Settlement Administrator; and (4) the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$187,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$62,500.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Payment”) based on the number of weeks that a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period based on the number of Workweeks in the Class List that Defendant provides to the Settlement Administrator (“Workweeks”). A Workweek includes any week in which a Class Member had a time worked entry in Defendant’s timekeeping system. The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as thirty-three percent (33%) wages, which will be reported on an IRS Form W-2, and thirty-three percent (33%) penalties and thirty-four (34%) interest and fees, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of number of Workweeks of each PAGA Group Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From August 9, 2017 through December 31, 2023 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From January 23, 2020 through December 31, 2023 (i.e., PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) which must: (a) contain the case name and number of the Action (*Rene Reyes v. Inland Psychiatric Medical Group*, Case No. CIVSB2123455); (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims made in the First Amended Complaint or all claims that reasonably could have been alleged based on the factual allegations contained in the First Amended Complaint, including but not limited to all of the following claims for relief: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to timely pay final wages at termination; (6) failure to provide complete and accurate itemized wage statements; (7) failure to indemnify for necessary business expenditures; and (8) unfair business practices.

“Released PAGA Claims” means and all claims made in the First Amended Complaint or all claims that reasonably could have been alleged based on the factual allegations contained in the First Amended Complaint and LWDA Letter for civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, and 5- 2001.

“Released Parties” means Defendant, and any related entities, and their directors, officers, members, and investors.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$560,000.00) and reimbursement of litigation costs and expenses in an amount of up to **TBD Dollars (\$TBD.00)** (“Attorneys’ Fees and Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs (\$15,000 total) (“Enhancement Payments”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed **TBD Dollars (\$TBD.00)** (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Rene Reyes v. Inland Psychiatric Medical Group*, Case No. CIVSB2123455); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Rene Reyes v. Inland Psychiatric Medical Group*, Case No. CIVSB2123455); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S-26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals), clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2123455."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.