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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MARITZA TORRES, ANNETTE OLVERA
NUNEZ, individually, and on behalf of other
members of the general public similarly
situated; JESSICA SALCEDO, 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;

Plaintiffs,

vs.

CLINICA SIERRA VISTA, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: BCV-19-101966

Honorable Bernard C. Barmann, Jr.
Department H
1215 Truxton Ave. Bakersfield, CA 93301

CLASS ACTION

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

[Plaintiffs' Motion for Preliminary Approval of
Class Action and PAGA Settlement;
Declarations of Proposed Class Representatives
(Maritza Torres, Annette Olvera Nunez, and
Jessica Salcedo); and [Proposed] Order filed
concurrently herewith]

Date: November 7, 2024
Time: 8:30 a.m.
Department: H

Complaint Filed: July 16, 2019
Trial Date: None Set

DECLARATION OF HELENE MAYER

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 Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo (“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.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. 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, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC 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.

3. Edwin Aiwazian 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 degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the

1 Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit.
2 From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to
3 the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate
4 District. In December of 2004, he obtained a license to practice law from the California State Bar.
5 For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused
6 on the prosecution of consumer and employment class actions, involving wage-and-hour claims,
7 race discrimination, unfair business practices, or consumer fraud. Together with other attorneys
8 at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
9 involving the executive, administrative, and other overtime exemptions to the State of California
10 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
11 has successfully obtained class certification by contested motion practice in approximately fifteen
12 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

13 4. Arby Aiwarzian is a Shareholder of Lawyers *for* Justice, PC. He received his
14 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
15 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
16 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
17 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
18 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
19 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
20 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
21 of the State of California and all United States District Courts in the State of California. He has
22 worked on many wage-and-hour class action and representative action cases, taking the lead in
23 taking and defending depositions, arguing motions, and attending mediations. He has played an
24 integral role in preparing matters for class certification, including, and not limited to, successful
25 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
26 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
27 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
28 RG13680477). He has worked on over one hundred (100) class action or representative action

1 cases which have resulted in settlement.

2 5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
3 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
4 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
5 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
6 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
7 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
8 Court. She has taken and defended dozens of depositions and successfully handled motion practice
9 in class action cases regarding discovery (including and not limited to, regarding class contact
10 information), class certification (both contested class certification and stipulated class
11 certification), arbitration agreements, coordination, intervention. She has successfully handled
12 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
13 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
14 *Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert.
15 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
16 (2019) 8 Cal.5th 175. She has significant experience with class actions, including and not limited
17 to working on cases to obtain class certification through contested motion practice and working
18 on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical
19 sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving
20 a certified class consisting of approximately 2,600 individuals). She has extensive experience with
21 class action and/or representative action settlements, and has handled this process in over five
22 hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for*
23 Justice, PC has handled the class certification and court approval process for hundreds of class
24 action and/or representative action matters that have successfully resolved. She is a member of
25 the California Employment Lawyers Association and, on several occasions, has been a speaker
26 regarding topics in wage and hour law at the organization's continuing legal education events.

27 6. I, Helene Mayer, am a Member of Lawyers *for* Justice, PC. I received my Bachelor
28 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from

University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

7. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation for Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, on the one hand, and Defendant Clinica Sierra Vista (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Proposed Order filed concurrently with this Declaration as “Exhibit A” and respectfully request that the Court approve it as well.

8. Based on information provided by Defendant, as of September 2024, the Class is estimated to consist of approximately three thousand one hundred seventy-two (3,172) individuals.

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

1 10. Since the above-captioned action was commenced, Class Counsel has litigated the
2 case for approximately five (5) years and was actively preparing the matter for class certification
3 and trial. The Parties have engaged in extensive settlement negotiations and participated in a
4 formal, full-day mediation conducted by the Jeffrey Krivis, Esq., a well-respected mediator
5 experienced in mediating complex labor and employment matters. Prior to and during the
6 mediation and settlement discussions, the Parties exchanged extensive information and engaged
7 in discussions regarding their evaluations of the case and various aspects of the case, including but
8 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
9 class certification and/or representative adjudication, the law relating to off-the-clock theory, meal
10 and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well
11 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
12 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
13 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
14 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs
15 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
16 After conducting investigations, formal and informal discovery, and exchange of information,
17 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
18 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
19 principal claims, as well as the costs and risks to both sides that would attend further litigation.
20 The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of
21 Plaintiffs and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, PAGA
22 Members, and the State of California, with respect the Released Parties.

23 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
24 and scope of the claims, and was preparing the action for class certification and trial. Class Counsel
25 conducted significant investigation and formal and informal discovery regarding the facts of the
26 case, including and not limited to, the exchange, review, and analysis of a large volume of
27 documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel served
28 multiple sets of formal written discovery requests onto Defendant (specifically, Requests for

1 Production of Documents, (Sets One & Two); Special Interrogatories, (Sets One, Two, & Three);
2 and Form Interrogatories, (Set One)) and noticed of deposition of Defendant' Person Most
3 Knowledgeable designees along with accompanying requests for production of documents. Class
4 Counsel also responded to multiple discovery request propounded by Defendant (specifically,
5 Requests for Production of Documents, (Set One); Special Interrogatories, (Set One); Form
6 Interrogatories – Employment Law, (Set One); and Form Interrogatories, (Set One)) on Plaintiff
7 Torres. The volume of data and documents that Class Counsel reviewed and analyzed included
8 and was not limited to: Plaintiffs' employment records, a detailed sampling of Class Members'
9 time and pay data, Defendant's Employee Handbook, job descriptions, new hire and training
10 documents and checklists, time sheets, pay stubs, earning statements, company policy
11 acknowledgements, Defendant's operations and employment practices, and policies, among other
12 information and documents. Class Counsel conducted investigations to gather facts and
13 circumstances surrounding Plaintiffs and putative Class Members' employment and to identify
14 potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g.,
15 to discuss issues relating to the pleadings, discovery, and the production of documents and data
16 prior to the mediation. Class Counsel also drafted pleadings, the mediation brief, and prepared for
17 and attended court proceedings, mediation, and settlement negotiations, among other tasks.

18 12. Counsel for the Parties have also invested time researching and investigating the
19 applicable law, which is often evolving as it relates to certification, civil penalties and
20 representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and
21 enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts
22 discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair,
23 adequate, and reasonable.

24 13. The Settlement provides for a Total Settlement Amount of Four Million Dollars
25 (\$4,000,000.00). The Net Settlement Amount is the Total Settlement Amount less the following
26 amounts subject to approval by the Court: Attorneys' Fees and Costs, Enhancement Payments,
27 Settlement Administration Costs, and the PAGA Amount. Assuming that the amounts allocated
28 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount

1 that will be available for distribution to Settlement Class Members is currently estimated to be
2 One Million Nine Hundred Eighty-One Thousand Five Hundred Dollars (\$1,981,500.00).
3 Additionally, 25% of the PAGA Amount, which is \$106,250.00 out of \$425,000.00, will be
4 distributed to the PAGA Employees for their respective portion of the PAGA Amount. The Net
5 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
6 there is no reversion to Defendant.

7 14. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
8 Administrator”) to handle the notice and settlement administration process. The Parties
9 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
10 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
11 Members that Defendant will compile from its records, which will include each Class Member’s
12 last-known full name, mailing address, telephone number, Social Security Number, dates paid as
13 an hourly-paid or non-exempt employee of Defendant in California during the Class Period, and
14 such other information as is necessary for the Settlement Administrator to calculate Workweeks
15 (“Class List”). The Settlement Administrator will calculate each Class Member’s *pro rata* share
16 of the Net Settlement Amount (“Individual Settlement Share”). The Settlement Administrator will
17 translate the Class Notice to Spanish, print, distribute, and track Class Notices and other
18 documents for the Settlement, calculate and distribute payments due under the Settlement, issue
19 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
20 provide necessary reports and declarations, and other duties and responsibilities to process the
21 Settlement, and as requested by the Parties. Settlement Administration Costs are currently
22 estimated at up to Twenty-One Thousand Dollars (\$21,000.00) and will be paid out of the Total
23 Settlement Amount, subject to approval of the Court.

24 15. Based on investigation and information discovered, Class Counsel believes that
25 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
26 that Defendant, with respect to Plaintiffs and Class Members, *inter alia*, failed to properly pay
27 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
28 associated premium pay, failed to timely pay wages during employment and upon termination of

1 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
2 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
3 business practices and conduct giving rise to civil penalties recoverable under the Private
4 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs also
5 asserted that Class Members were expected to perform similar job duties and were subject to the
6 same or similar operations and employment policies, practices, and procedures. Additionally,
7 Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs and Class
8 Members, were substantially the same during the time period at issue. As a result of said alleged
9 uniform practices, Plaintiffs claims that Class Members were not paid all of the compensation that
10 was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this
11 litigation would be determined by Defendant's uniform operations and employment practices,
12 policies, and procedures that Plaintiffs allege applied across Defendant's hourly-paid or non-
13 exempt employees in California during the relevant time period.

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

23 17. Defendant, on the other hand, denied and continues to deny any liability and
24 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
25 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
26 the Settlement. Defendant believe that it would ultimately succeed in the matter. Both sides have
27 also had the opportunity to conduct investigations and review documents and information relating
28 to Plaintiffs' and Class Members' employment with Defendant, and Defendant's operations and

1 employment policies, practices, and procedures. The Parties also reviewed and analyzed a large
2 volume of documents and data, including but not limited to a detailed sampling of Class Members’
3 time and pay information, to determine the potential value and strength of the claims. The available
4 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
5 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted
6 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
7 class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness,
8 adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of
9 each side’s position and the uncertainty of how the case might have concluded at certification,
10 trial, and/or appeals.

11 18. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees
12 in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount
13 (i.e., \$1,520,000.00) and expenses and costs in an amount not to exceed Thirty Thousand Dollars
14 (\$30,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the
15 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
16 will not receive any compensation until recovery is obtained.

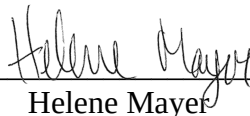
17 19. The Settlement Agreement provides for payment of up to Seven Thousand Five
18 Hundred Dollars (\$7,500.00) to each Plaintiff (\$22,500.000 total) as Enhancement Payments, to
19 be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiffs spent
20 considerable time and effort to produce relevant documents and past employment records and to
21 provide the facts and evidence necessary to attempt to prove the allegations. For example, Plaintiff
22 Torres expended effort to review and provide responses to multiple sets of discovery requests that
23 were propounded by Defendant. Plaintiffs were available whenever Class Counsel needed them,
24 and actively tried to obtain information that would facilitate the pursuit of the class and PAGA
25 claims. Accordingly, it is appropriate and just for Plaintiffs to receive Enhancement Payments, in
26 addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable),
27 for services performed in the matter on behalf of the Class and State of California.

28 ///

20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs, Class Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, 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.

Executed on this 9th day of October, 2024, at Mooresville, North Carolina.



Helene Mayer

EXHIBIT 1

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo (collectively, “Plaintiffs”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Employees pursuant to the Private Attorneys General Act, and Clinica Sierra Vista (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. On July 16, 2019, Plaintiff Torres filed her Class Action Complaint for Damages entitled *Torres v. Clinica Sierra Vista* in the Superior Court of California for the County of Kern, Case No. BCV-19-101966 (“Action”) alleging: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; and, (10) violations of California Business and Professions Code §§ 17200, et seq. On January 21, 2020, Plaintiff Torres filed her First Amended Complaint to add additional factual details.

2. On July 16, 2021, Plaintiff Salcedo provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendant’s alleged violations of the California Labor Code (“PAGA Notice”).

1

1 3. On August 4, 2021, Plaintiff Salcedo filed her Class Action Complaint for Damages
2 entitled *Salcedo v. Clinica Sierra Vista* in the Superior Court of California for the County of Kern, Case
3 No. BCV-21-101800. (“*Salcedo Class Action*”). On September 21, 2021, Plaintiff Salcedo filed her
4 Complaint for Enforcement Under The Private Attorneys General Act California Labor Code § 2698, Et
5 Seq. entitled *Salcedo v. Clinica Sierra Vista* in the Superior Court of California for the County of Kern,
6 Case No. BCV-21-102231. (“*Salcedo PAGA Action*”).

7 4. By Stipulation of the Parties, on February 10, 2022, Plaintiff Torres filed her Second
8 Amended Complaint (“Operative Complaint”) to consolidate the *Salcedo Class Action*, *Salcedo PAGA*
9 *Action*, and *Action* (collectively referred to as the “Actions”). The Operative Complaint adds Plaintiff
10 Nunez as a class representative, Plaintiff Salcedo as a class and PAGA representative, and adds a claim
11 for violations of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General
12 Act of 2004).

13 5. Defendant denies all material allegations set forth in the Operative Complaint in the
14 Action and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of
15 avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class
16 Claims, and the Released PAGA Claims.

17 6. Class Counsel diligently investigated the claims against Defendant, including any and all
18 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
19 information, data, and documents, and review of Defendant’s employment and operations policies,
20 practices, and procedures.

21 7. On August 21, 2023, the Parties participated in mediation with Jeffrey Krivis, Esq. (the
22 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
23 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement
24 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed
25 analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with
26 continued litigation. Based on the documents produced, as well as Class Counsel’s own independent
27 investigation and evaluation, Class Counsel believe that the settlement with Defendant for the
28 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate

1 and is in the best interest of the Class Members, the State of California, and PAGA Employees in light
2 of all known facts and circumstances, including the risk of significant delay and uncertainty associated
3 with litigation and various defenses asserted by Defendant.

4 8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
5 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
6 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
7 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

8 **DEFINITIONS**

9 9. The following definitions are applicable to this Settlement Agreement. Definitions
10 contained elsewhere in this Settlement Agreement will also be effective:

11 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
12 and resolution of the Actions and all actual costs incurred and to be incurred by Class Counsel in the
13 Actions, as set forth in Paragraph 13.

14 b. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, and Helene Mayer of
15 Lawyers *for* Justice, PC.

16 c. “Class List” means a complete list of all Class Members that Defendant will
17 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
18 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
19 Class Member’s last-known full name, mailing address, telephone number, Social Security Number,
20 dates paid as an hourly-paid or non-exempt employee of Defendant in California during the Class Period,
21 and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as
22 defined herein).

23 d. “Class Member(s)” or “Class” means all current and former hourly-paid or non-
24 exempt employees of Defendant in California who worked at any time during the Class Period.

25 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
26 form attached as “**Exhibit A.**”

27 f. “Class Period” means the time period from July 16, 2015 through the earlier of the
28 date of Preliminary Approval of the Settlement or June 27, 2024, or, if applicable, the Alternate Class

Period End Date, pursuant to Paragraph 39.

g. “Class Representatives” or “Plaintiffs” mean Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo.

h. “Class Settlement” means the settlement and resolution of all Released Class Claims.

i. “Court” means the Superior Court of California for the County of Kern.

j. “Defendant” means Clinica Sierra Vista.

k. “Defendant’s Counsel” means Vanessa Chavez and Jay Rosenlieb of Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLC.

l. “Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review. It is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

m. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

n. “Enhancement Payment” means the amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions.

o. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

p. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

q. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 18.

r. “Individual Settlement Payment(s)” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s and employer’s share of

1 taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided
2 in Paragraph 17.

3 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
4 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
5 accordance with Paragraph 17.

6 t. “LWDA Payment” means the amount of Three Hundred Eighteen Thousand
7 Seven Hundred and Fifty Dollars (\$318,750.00), i.e., 75% of the PAGA Amount, that the Parties have
8 agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA
9 Settlement, as set forth in Paragraph 16.

10 u. “Net Settlement Amount” means the Total Settlement Amount less the Court-
11 approved Enhancement Payments, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees
12 and Costs.

13 v. “Objection” means a Class Member’s written objection to the Class Settlement,
14 which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full
15 name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number;
16 (c) contain a written statement of all grounds for the objection accompanied by any legal and factual
17 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the
18 objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address,
19 postmarked on or before the Response Deadline.

20 w. “PAGA Amount” means the allocation of Four Hundred Twenty-Five Thousand
21 Dollars (\$425,000.00) from the Total Settlement Amount as civil penalties pursuant to the Private
22 Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of
23 the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$318,750.00, will
24 be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or
25 \$106,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

26 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
27 employees of Defendant in California who worked at any time during the PAGA Period.

28 ///

1 y. “PAGA Employee Amount” means the amount of One Hundred Six Thousand
2 Two Hundred and Fifty Dollars (\$106,250.00), i.e., 25% of the PAGA Amount, to be distributed to
3 PAGA Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.

4 z. “PAGA Period” means the time period from July 16, 2020 through the earlier of
5 the date of Preliminary Approval of the Settlement or June 27, 2024, or, if applicable, the Alternate PAGA
6 Period End Date, pursuant to Paragraph 39.

7 aa. “PAGA Settlement” means the settlement and resolution of Released PAGA
8 Claims.

9 bb. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means any of
10 the Plaintiffs or Defendant.

11 cc. “Preliminary Approval” means entry of the Court order granting preliminary
12 approval of the Settlement Agreement.

13 dd. “Released Class Claims” means all claims under state, federal, or local law, arising
14 out of the claims expressly pleaded in the Action and all other claims, such as those under the California
15 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based
16 on the facts pleaded in the Action, including but not limited to claims for: (1) failure to pay overtime
17 wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, off-
18 the-clock work, and incorrect regular rate of pay calculations); (2) failure to provide meal periods and/or
19 pay meal period premiums (including, but not limited to, alleged failures due to provide first and second
20 meal periods, rounding, off-the-clock work, requiring on-premises or on-duty meal periods, otherwise
21 non-compliant meal periods, failure to pay meal period premiums, and inaccurate calculation of meal
22 premium payments); (3) failure to provide rest periods and/or pay rest period premiums (including, but
23 not limited to, alleged failures due to permit rest periods for every four hour work period or major fraction
24 thereof, rounding, off-the-clock work, requiring on-premises or on-duty rest periods, otherwise non-
25 compliant rest periods, failure to pay rest period premiums, and inaccurate calculation of rest premium
26 payments); (4) failure to pay minimum wages (including, but not limited to, alleged failures due to
27 inaccurate calculation of wages, rounding, or off-the-clock work); (5) failure to timely pay wages upon
28 termination (including, but not limited to, alleged failures due to incomplete payment of wages, late

1 payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (6) failure
2 to timely pay wages during employment (including, but not limited to, alleged failures due to incomplete
3 payment of wages, late payment of wages, rounding, unpaid meal and rest period premiums, and off-the-
4 clock work); (7) failure to provide accurate, itemized wage statements (including, but not limited to,
5 alleged failures due to incomplete payment of wages, rounding, unpaid meal and rest period premiums,
6 and off-the-clock work); (8) failure to keep requisite payroll records (including, but not limited to, alleged
7 failures to maintain and furnish accurate itemized wage statements and timekeeping records); (9) failure
8 to reimburse business expenses (including, but not limited to, alleged failures to reimburse employees for
9 personal cell phones, tools and supplies, uniforms, and travel expenses); (10) violation of California's
10 unfair competition law under Business and Professions Code Sec. 17200.

11 ee. "Released PAGA Claims" means all claims for civil penalties under the PAGA
12 based on the claims for: failure to pay all wages due; failure to provide compliant meal periods and
13 associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay
14 all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages
15 timely at the time of termination; failure to provide complete, accurate, or properly formatted wage
16 statements; failure to maintain requisite payroll records; and failure to reimburse business expenses, as
17 well as all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
18 the facts pleaded in the Action or Plaintiff Salcedo's PAGA Notice including, but not limited to, any and
19 all claims for PAGA penalties pursuant to Wage Order 4-2001 and 5-2001 and Labor Code §§201, 202,
20 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.
21 Any PAGA Employee who submits a valid and timely Request for Exclusion are still entitled to their
22 Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement releasing
23 the Released PAGA Claims.

24 ff. "Released Parties" means Defendant Clinica Sierra Vista and any of its former,
25 future, and/or current parents, subsidiaries, affiliates, insurers, joint venturers, partnerships, and any
26 other entities that could be considered to have jointly employed the Class Members or PAGA Members
27 as well as each of their officers, directors, managers, owners, executives, partners, executive-level
28 employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal

1 representatives who could be liable for any of the Released Claims.

2 gg. “Request for Exclusion” means a Class Member’s written letter indicating a
3 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of
4 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
5 four (4) digits of his or her Social Security Number; (c) contain a clear written statement indicating that
6 the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the
7 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

8 hh. “Response Deadline” means the deadline by which Class Members must submit
9 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
10 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
11 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
12 extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-
13 mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
14 (15) calendar days from the initial Response Deadline.

15 ii. “Settlement Administrator” means Simpluris, Inc. or any other third-party class
16 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
17 administering this Settlement. The Parties and their counsel each represent that they do not have any
18 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
19 Administrator that could create a conflict of interest.

20 jj. “Settlement Administration Costs” means the costs payable from the Total
21 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
22 Settlement, as set forth in Paragraph 15.

23 kk. “Settlement Class Members” or “Settlement Class” means all Class Members who
24 do not submit a timely and valid Request for Exclusion.

25 ll. “Total Settlement Amount” means the amount of Four Million Dollars
26 (\$4,000,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA
27 Claims, and the Actions provided for under the Class Settlement and PAGA Settlement, which includes
28 all Attorneys’ Fees and Costs to be paid to Class Counsel, Enhancement Payments to be paid to Plaintiffs,

PAGA Amount to be paid to the LWDA and PAGA Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. The Total Settlement Amount may increase to the extent provided in Paragraph 39.

mm. “Workweeks” means the number of weeks each Class Member and/or PAGA Employee worked for Defendant as an hourly paid or non-exempt employee in California during the Class Period and/or PAGA Period, which will be calculated by the Settlement Administrator by doubling the number of bi-weekly pay periods a Class Member and/or PAGA Employee earned regular wages.

nn. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

10. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiffs against Defendant in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

12. Funding and Disbursement of the Total Settlement Amount. Within fifteen (15) calendar

1 days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting
2 estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a
3 qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after
4 the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into the
5 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of
6 the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under
7 the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
8 Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the
9 LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and
10 (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement
11 Administrator will also undertake filings and remittances in connection with the employee's share of
12 taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary
13 for administration of the Settlement.

14 13. Attorneys' Fees and Costs. Class Counsel will request, and Defendant will not oppose,
15 attorneys' fees of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., up to
16 \$1,520,000.00 if the Total Settlement Amount is \$4,000,000.00) and reimbursement of actual costs and
17 expenses associated with Class Counsel's litigation and settlement of the Actions, supported by
18 declaration, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be
19 paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and
20 all work performed and any and all costs incurred by Class Counsel in connection with the litigation
21 and settlement of the Actions, including without limitation all work performed and costs incurred to
22 date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's
23 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
24 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
25 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
26 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to
27 utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class
28 Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall

not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. Enhancement Payments. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments to Plaintiffs in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff (\$22,500.000 total). The Enhancement Payments, which will be paid from the Total Settlement Amount subject to Court approval, will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable) that the Plaintiffs are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Payments to Plaintiffs, or approve it in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twenty-One Thousand Dollars (\$21,000.00) These costs, which will be paid from the Total Settlement Amount subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the

1 Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,
2 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
3 Settlement Administrator, to undertake the requirement settlement administration duties, will be part of
4 the Net Settlement Amount for the benefit of Settlement Class Members.

5 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
6 Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) from the Total Settlement Amount will be
7 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section
8 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$318,750, will be paid
9 to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$106,250, will be distributed
10 to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during
11 the PAGA Period (i.e., the Individual PAGA Payment).

12 17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
13 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks
14 during the Class Period, as follows:

15 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
16 divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class
17 Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual
18 Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated
19 Individual Settlement Share.

20 b. After Final Approval of the Settlement, the Settlement Administrator will divide
21 the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class
22 Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual
23 Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual
24 Settlement Share.

25 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
26 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of
27 Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA
28 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA

Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

20. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

21. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

22. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service’s National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. The Settlement Administrator will post a copy of the Class Notice in English

1 and Spanish and Preliminary Approval Order on the Settlement Administrator's website, at least through
2 the date of the Final Approval Hearing.

3 b. With respect to Class Notices that are returned as undeliverable on or before the
4 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
5 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.
6 If unable to identify any alternate addresses by way of sip trace, the Settlement Administrator will verify
7 with Defendant (through counsel) that it does not have any additional information to locate or send the
8 Class Notice.

9 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by
10 which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a
11 timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be
12 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence
13 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to
14 be credited to a disputing Class Member, Defendant's records will be presumed correct and
15 determinative of the dispute. The Settlement Administrator will evaluate the information and/or
16 documents submitted by the Class Member and the Settlement Administrator will resolve and determine
17 the number of Workweeks that the disputing Class Member should be credited with under the
18 Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.
19 The Settlement Administrator will not disclose any Class Member names, contact information, or
20 identifying information to Class Counsel. However, the Settlement Administrator will provide copies of
21 all challenges to calculation of Workweeks and the Settlement Administrator's determination of the
22 challenges to Defense Counsel and redacted copies to Class Counsel.

23 23. Settlement Checks.

24 a. The Settlement Administrator will be responsible for undertaking appropriate
25 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to
26 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
27 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement
28 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one

1 check if the intended recipient for both payments is one individual.

2 b. The Settlement Administrator shall remit and report the applicable portions of the
3 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
4 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent
5 necessary to determine the amount of the payroll tax payment required.

6 c. Each Individual Settlement Payment check and Individual PAGA Payment check
7 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
8 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
9 cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to Court
10 Appointed Special Advocates (“CASA”) of Kern County (“Proposed *Cy Pres* Recipient”). The Proposed
11 *Cy Pres* Recipient is a child advocacy organization. The Parties and their counsel do not have any interests
12 or involvement within the governance or work of the Proposed *Cy Pres* Recipient. Should the Court
13 reject CASA of Kern County as a viable *cy pres* recipient, the Parties agree to select and propose
14 California Rural Legal Assistance, Inc. as an alternate *cy pres* recipient (“Alternate *Cy Pres* Recipient”).
15 The Parties and their counsel do not have any interests or involvement within the governance or work of
16 the Alternate Proposed *Cy Pres* Recipient.

17 d. The Settlement Administrator shall undertake amended and/or supplemental tax
18 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
19 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
20 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
21 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
22 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
23 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
24 PAGA Employees with respect to the PAGA Settlement, irrespective of whether their Individual PAGA
25 Payment checks are canceled.

26 24. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
27 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
28 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark

on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and also identify the individuals who submitted them, in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

25. Procedures for Objecting to the Class Settlement. Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by Paragraph 9.v of this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit a written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

26. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable Class

1 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will
2 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
3 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
4 an individual or any other entity regarding inclusion in the Class and/or Settlement.

5 27. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
9 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
10 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
11 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
12 reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will
13 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
14 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
15 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
16 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
17 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

18 29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
19 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class
20 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
21 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
22 payroll taxes, contributions, and withholdings to the appropriate government authorities.

23 30. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
24 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
25 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
26 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
27 communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and
28 PAGA Employees understand and agree that, except with respect to Employer Taxes, they will be solely

1 responsible for correctly characterizing any compensation received under the Settlement on their
2 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
3 the Settlement.

4 31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
5 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
6 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
7 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
9 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
10 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
11 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
12 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
13 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
14 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
15 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
16 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
17 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
18 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
19 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
20 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
21 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
22 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
23 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
26 BY THIS SETTLEMENT AGREEMENT.

27 32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

33. Releases of Claims.

a. Class Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

34. PAGA Settlement Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and the PAGA Employees.

35. General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs each acknowledge and waive any and all rights and benefits available under California Civil Code section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
2 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
3 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
4 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
5 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
7 known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle
8 fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown,
9 suspected or unsuspected, upon the Effective Date and full funding of the Total Settlement Amount.
10 Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers'
11 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
12 law.

13 36. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

14 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for
15 Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to
16 the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval
17 of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for
18 the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the
19 Parties, seeking the following:

- 20 a. Conditionally certifying the Class for settlement purposes only;
- 21 b. Granting Preliminary Approval of the Settlement;
- 22 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 23 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 24 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
25 Notice and directing its mailing to the Class by U.S. Mail and posting on the Settlement Administrator's
26 website;
- 27 f. Approving the manner and method for Class Members to request exclusion from
28 or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether
the Settlement should be finally approved as fair, reasonable, and adequate.

1 37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, and with the Court’s permission, a hearing will be conducted on Plaintiffs’
3 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether
4 Final Approval of the Settlement should be granted, along with the amounts properly payable for
5 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys’ Fees and
6 Costs, Enhancement Payments, and Settlement Administration Costs. By way of said motion, Plaintiffs
7 will apply for the entry of the mutually-agreed-upon proposed order and judgment (“Final Approval
8 Order and Judgment”), which will provide for, in substantial part, the following:

- 9 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
10 consummation of its terms and provisions;
- 11 b. Certification of the Settlement Class for settlement purposes;
- 12 c. Appointment of Plaintiffs as representative of the Settlement Class;
- 13 d. Appointment of Class Counsel as counsel for the Settlement Class;
- 14 e. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 15 f. Approval of the application for Enhancement Payments to Plaintiffs;
- 16 g. Directing Defendant to fund all amounts due under the Settlement Agreement and
17 ordered by the Court; and
- 18 h. Entering judgment in this Action, while maintaining continuing jurisdiction to
19 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement
20 Agreement.

21 38. Effects of Termination of the Settlement. In the event that the Settlement Agreement is
22 not approved by the Court, such a development shall have the following effects:

- 23 a. The Settlement Agreement and all negotiations, statements, and proceedings
24 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
25 to their respective positions in the Actions prior to the execution of the Settlement Agreement;
- 26 b. Neither this Settlement Agreement, nor any ancillary documents, actions,
27 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
28 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

1 c. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be
3 treated as void from the beginning.

4 39. Escalator Clause. Defendant represents that, during the period from July 16, 2015 through
5 August 21, 2023, there are 394,802 Workweeks for the Class Members. If it is determined that the total
6 number of Workweeks exceed 394,802 by more than ten percent (10%) (i.e. exceeds 434,282) on the
7 date the Court grants Preliminary Approval of the Settlement or June 27, 2024, whichever is earlier,
8 then, at Defendant's option, either: (a) the Total Settlement Amount will be increased on a *pro rata* basis
9 equal to the percentage increase in the number of Workweeks above 434,282 Workweeks (e.g., if the
10 threshold of 434,282 Workweeks is exceeded by 1%, the Total Settlement Amount will increase by 1%),
11 or, (b) the Class Period will end as of the date the ten percent (10%) threshold was reached (i.e., the date
12 on which the Workweeks total reached 434,282) and such date shall be referred to as the "Alternate
13 Class Period End Date." In the event that Defendant chooses to end the Class Period on the Alternate
14 Class Period End Date, then, the PAGA Period will also end on the Alternate Class Period End Date
15 (and, as to the PAGA Period, such date shall be referred to as the "Alternate PAGA Period End Date").

16 40. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
17 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
18 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
19 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
20 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

21 41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
22 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
23 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

24 42. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases
25 and engage in any publicity regarding the Settlement, except as shall be contractually required to
26 effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA
27 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and
28 adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions

for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

43. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal law, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

45. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

47. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

48. 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.

49. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

51. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

52. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement

valid and enforceable.

53. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the terms herein and agree to fully cooperate to implement the Settlement.

54. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

55. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

57. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in

1 full by the Parties with the assistance of their respective counsel.

2 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
3 this Settlement Agreement herein will be subject to final Court approval.

4 59. Notices. All notices, demands, and other communications to be provided concerning this
5 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
6 or such other addresses as either Party may designate in writing from time to time:

7 To Plaintiffs and Class Counsel:

8 Arby Aiwazian, Esq.
9 Joanna Ghosh, Esq.
10 Helene Mayer, Esq.
11 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Vanessa Franco Chavez, Esq.
Jay Rosenlieb, Esq.
KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP
10000 Stockdale Hwy., Ste 200
Bakersfield, CA 93311

12 60. Final Approval Order and Judgment. Within five (5) days after the Court has held a Final
13 Approval Hearing, the Parties shall provide the Settlement Administrator with a copy of the Final
14 Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall
15 post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall
16 satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and
17 Judgment to the Class will be required.

18 61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
19 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
20 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
21 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
22 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
24 assistance of the Mediator and then the Court to resolve such disagreement.

25 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
26 Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

27 **IT IS SO AGREED.**

28 ***[SIGNATURES FOLLOW ON THE NEXT PAGE]***

PLAINTIFF MARITZA TORRES

Dated: 07/12/2024, 2024

Electronically Signed 2024-07-12 16:46:31 UTC - 50.91.137.202
Maritza Torres

Maritza Torres, Plaintiff

PLAINTIFF ANNETTE OLVERA NUNEZ

Dated: _____, 2024

Annette Olvera Nunez, Plaintiff

PLAINTIFF JESSICA SALCEDO

Dated: _____, 2024

Jessica Salcedo, Plaintiff

DEFENDANT CLINICA SIERRA VISTA

Dated: _____, 2024

Full Name: Olga Meave, M.D.
Title: CEO
On behalf of Clinica Sierra Vista

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2024

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs and Proposed Class Counsel

**KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP**

Dated: _____, 2024

Vanessa Chavez
Jay Rosenlieb
Attorneys for Defendant Clinica Sierra Vista

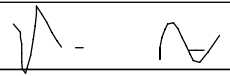
PLAINTIFF MARITZA TORRES

Dated: _____, 2024

Maritza Torres, Plaintiff

PLAINTIFF ANNETTE OLVERA NUNEZ

Dated: 07/10/2024, 2024

Electronically Signed 2024-07-10 19:41:50 UTC - 97.78.22.62

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Annette Olvera Nunez, Plaintiff

PLAINTIFF JESSICA SALCEDO

Dated: _____, 2024

Jessica Salcedo, Plaintiff

DEFENDANT CLINICA SIERRA VISTA

Dated: _____, 2024

Full Name: Olga Meave, M.D.
Title: CEO
On behalf of Clinica Sierra Vista

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _____, 2024

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs and Proposed Class Counsel

**KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP**

Dated: _____, 2024

Vanessa Chavez
Jay Rosenlieb
Attorneys for Defendant Clinica Sierra Vista

PLAINTIFF MARITZA TORRES

Dated: _____, 2024

Maritza Torres, Plaintiff

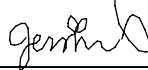
PLAINTIFF ANNETTE OLVERA NUNEZ

Dated: _____, 2024

Annette Olvera Nunez, Plaintiff

PLAINTIFF JESSICA SALCEDO

Dated: 07/10/2024, 2024

Electronically Signed 2024-07-11 00:30:06 UTC - 104.6.158.70

Nintex AssureSign® 2e739ac6-b6dd-438d-8b75-b1a90142b607

Jessica Salcedo, Plaintiff

DEFENDANT CLINICA SIERRA VISTA

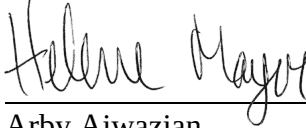
Dated: _____, 2024

Full Name: Olga Meave, M.D.
Title: CEO
On behalf of Clinica Sierra Vista

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: July 12, 2024



Arby Aiwanian

Joanna Ghosh

Helene Mayer

Attorneys for Plaintiffs and Proposed Class Counsel

**KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP**

Dated: _____, 2024

Vanessa Chavez

Jay Rosenlieb

Attorneys for Defendant Clinica Sierra Vista

PLAINTIFF MARITZA TORRES

Dated: _____, 2024

Maritza Torres, Plaintiff

PLAINTIFF ANNETTE OLVERA NUNEZ

Dated: _____, 2024

Annette Olvera Nunez, Plaintiff

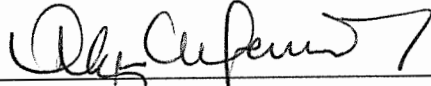
PLAINTIFF JESSICA SALCEDO

Dated: _____, 2024

Jessica Salcedo, Plaintiff

DEFENDANT CLINICA SIERRA VISTA

Dated: July 1st, 2024



Full Name: Olga Meave, M.D.
Title: CEO
On behalf of Clinica Sierra Vista

APPROVED AS TO FORM:

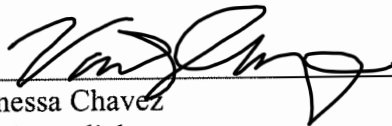
LAWYERS for JUSTICE, PC

Dated: _____, 2024

Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs and Proposed Class Counsel

**KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP**

Dated: July 3, 2024



Vanessa Chavez
Jay Rosenlieb
Attorneys for Defendant Clinica Sierra Vista

EXHIBIT A

EXHIBIT “A”

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

Torres, et al. v. Clinica Sierra Vista, et al.,
Superior Court of the State of California, County of Kern, Case No. BCV-19-101966

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

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Clinica Sierra Vista (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 16, 2015 through _____) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 16, 2020 through _____) (“Aggrieved Employees”).

The Parties have reached a settlement, pending final court approval. ***The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.*** Defendant adamantly denies that it has done anything wrong and disputes all the claims in the Action.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Class Workweeks** during the Class Period and **you worked <<_____>> workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department ____ before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many workweeks you worked at least one day during the PAGA Period. The number of Class Period and PAGA Period workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is this action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by: failing to pay overtime; failing to provide meal period premiums; failing to provide rest period premiums; failing to pay minimum wages; failing to timely pay wages upon termination; failing to timely pay wages during employment; failing to provide accurate and itemized wage statements; failing to keep requisite payroll records; failing to reimburse business expenses; and, engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The Second Amended Class Action Complaint, filed February 10, 2022, is the Operative Complaint in the Action.

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of Eight Hundred Thousand Dollars (\$4,000,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 15 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$21,000.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees of up to thirty-eight percent (38%) of the Gross Settlement Amount, which presently equals \$1,520,000.00, and an additional amount to reimburse actual litigation costs incurred by

the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$7,500.00 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$425,000.00 relating to Plaintiffs' claim under PAGA, \$318,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$106,250.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$106,250.00) by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is July 16, 2020, through _____.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,981,500.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks. "Class Workweek" means any workweek during the Class Period in which a Class Member worked for Defendant for at least one day. The number of Class Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Class Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten Percent (10%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a charity, which are currently is proposed to be Court Appointed Special Advocates of Kern County.

Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California

Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims for: (1) failure to pay overtime wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, off-the-clock work, and incorrect regular rate of pay calculations); (2) failure to provide meal periods and/or pay meal period premiums (including, but not limited to, alleged failures due to provide first and second meal periods, rounding, off-the-clock work, requiring on-premises or on-duty meal periods, otherwise non-compliant meal periods, failure to pay meal period premiums, and inaccurate calculation of meal premium payments); (3) failure to provide rest periods and/or pay rest period premiums (including, but not limited to, alleged failures due to permit rest periods for every four hour work period or major fraction thereof, rounding, off-the-clock work, requiring on-premises or on-duty rest periods, otherwise non-compliant rest periods, failure to pay rest period premiums, and inaccurate calculation of rest premium payments); (4) failure to pay minimum wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, or off-the-clock work); (5) failure to timely pay wages upon termination (including, but not limited to, alleged failures due to incomplete payment of wages, late payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (6) failure to timely pay wages during employment (including, but not limited to, alleged failures due to incomplete payment of wages, late payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (7) failure to provide accurate, itemized wage statements (including, but not limited to, alleged failures due to incomplete payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (8) failure to keep requisite payroll records (including, but not limited to, alleged failures to maintain and furnish accurate itemized wage statements and timekeeping records); (9) failure to reimburse business expenses (including, but not limited to, alleged failures to reimburse employees for personal cell phones, tools and supplies, uniforms, and travel expenses); (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Released Class Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the PAGA based on the claims for: failure to pay all wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses, as well as all claims for PAGA penalties that were alleged, or

reasonably could have been alleged, based on the facts pleaded in the Action or Plaintiff Salcedo's PAGA Notice including, but not limited to, any and all claims for PAGA penalties pursuant to Wage Order 4-2001 and 5-2001 and Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. Any PAGA Employee who submits a valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA Claims. Released PAGA Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and any of its former, future, and/or current parents, subsidiaries, affiliates, insurers, joint venturers, partnerships, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives who could be liable for any of the Released Claims.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.

Defendant's records reflect that you worked <<____>> Class Workweeks during the Class Period (July 16, 2015 through _____).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Workweeks during the during the PAGA Period (July 16, 2020, through _____). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 15 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Torres v. Clinica Sierra Vista* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Torres v. Clinica Sierra Vista*, Case No. BCV-19-101966. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys' fees and litigation expenses and Plaintiffs is requesting as Class Representative Service Payment. Upon reasonable request, [INSERT] (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Simpluris, Inc. website at _____ for *Torres v. Clinica Sierra Vista* or on the website for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Torres v. Clinica Sierra Vista*, Case No. BCV-19-101966, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Simpluris, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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Joanna Ghosh, Esq.

Helene Mayer, Esq.

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9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Division H of the Superior Court of California, County of Kern, at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge Bernard C. Barmann, Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Simpluris, Inc.'s website at _____ under *Torres v. Clinica Sierra Vista*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Torres v. Clinica Sierra Vista* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Simpluris, Inc.'s website at _____ under *Torres v. Clinica Sierra Vista*. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966. If you wish to view the Court files in person, you do so at the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a *cy pres* beneficiary, which is currently proposed to be Court Appointed Special Advocates of Kern County.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.