

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

PRISCILLA DE LA CRUZ CORONA,
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;

Plaintiff,

vs.

WEST POINT MEDICAL CENTER, an
unknown business entity;
COMPREHENSIVE PRIMARY CARE
MEDICAL, an unknown business entity; and
COMPREHENSIVE PRIMARY CARE
MEDICAL ASSOCIATES, INC., dba WEST
POINT MEDICAL CENTER, a California
corporation; DOES 2 through 100, inclusive,

Defendants.

Case No.: CIVDS2009703

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Proposed Class
Representative (Priscilla De La Cruz Corona);
and [Proposed] Order filed concurrently
herewith]

Date: March 11, 2022
Time: 9:00 a.m.
Department: S26

Complaint Filed: June 3, 2020
FAC Filed: December 20, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, 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 Plaintiff Priscilla De La Cruz Corona. 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.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have 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, I have previously served as a *pro bono* mediator for the Los Angeles County Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

///

///

1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

27 ///

28 ///

1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 ///

26 ///

27 ///

1 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national retailer of household items, on behalf
3 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
4 the class and representative action settlement. The San Francisco County Superior Court Case
5 Number is CGC-13-532344.

6 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action involving allegations of misclassification of the salaried residential
8 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
9 class certification. The Los Angeles County Superior Court Case Number is BC474784.

10 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
11 and-hour class and representative action against a national retailer of upscale hardware and home
12 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
13 approval of the class and representative action settlement. The Los Angeles County Superior
14 Court Case Number is JCCP4794.

15 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a national retailer of apparel and fashion
17 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
18 approval of the class and representative action settlement. The Los Angeles County Superior
19 Court Case Number is BC488069.

20 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a
24 class. The Alameda County Superior Court Case Number is RG13680477.

25 m) Our firm represented the plaintiffs in a representative action under the
26 Private Attorneys General Act, against a real estate and property management company, on behalf
27 of non-exempt employees. On November 4, 2016, the court granted approval of the settlement.
28 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
6 and-hour class and representative action against a consumer packaging company, on behalf of non-
7 exempt employees. On March 10, 2017, the court granted final approval of the class and
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC590429.

10 p) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
11 and-hour class and representative action against a manufacturer of food service industry supplies
12 on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the
13 class and representative action settlement. The Orange County Superior Court Case Number is
14 30-2015-00810013-CU-OE-CXC.

15 q) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a food company on behalf of non-exempt employees. On June 30,
17 2017, the court granted final approval of the class action settlement. The Sacramento County
18 Superior Court Case Number is 34-2015-00175871.

19 r) Our firm represented the plaintiffs in a wage-and-hour class and
20 representative action against a chocolate company on behalf of non-exempt employees. On July
21 19, 2017, the court granted final approval of the class and representative action settlement. The
22 Alameda County Superior Court Case Number is RG15764300.

23 s) Our firm represented the plaintiffs in a wage-and-hour class and
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and representative
26 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

27 ///
28

1 t) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a bank on behalf of non-exempt employees. On
3 December 11, 2017, the court entered an order granting final approval of class and representative
4 action settlement. The Los Angeles County Superior Court Case Number is BC569646.

5 u) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
6 and-hour class and representative action against a property management company on behalf of
7 hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
8 final approval of the class and representative action settlement. The Los Angeles County Superior
9 Court Case Number is JCCP4819.

10 v) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
11 and-hour class and representative action against a global provider of flexible office space
12 solutions. On February 15, 2018, the court entered an order granting final approval of the class
13 and representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC498401.

15 w) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a behavioral health service provider on behalf of non-exempt
17 employees. On November 13, 2018, the court granted final approval of the class and
18 representative action settlement. The Alameda County Superior Court Case Number is
19 RG16811450.

20 x) Our firm, in association with co-counsel, represented the plaintiff in a
21 representative action under the Private Attorneys General Act, against a global provider of
22 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
23 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
24 Court Case Number is S-1500-CV-280215-SDC.

25 ///

26 ///

27 ///

1 y) Our firm represented the plaintiff in a wage-and-hour class action against a
2 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
3 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
4 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
5 JCCP 4886.

6 z) Our firm, in association with other counsel, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law and finding, in part, that
10 employer arbitration agreements are unenforceable where they block a PAGA claim from
11 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

12 aa) Our firm represents the plaintiffs in a wage-and-hour class and representative
13 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
14 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
15 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination
16 Proceeding Number is JCCP 4921.

17 bb) Our firm represented the plaintiffs in a wage-and-hour class and
18 representative action against a national retailer of apparel and fashion accessories, on behalf of
19 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
20 certification in part and certified a class. The Sacramento County Superior Court Case Number is
21 34-2015-00175330-CU-OE-GDS.

22 cc) Our firm represented the plaintiff in a wage-and-hour class and PAGA
23 representative action against a medical equipment supplier on behalf of non-exempt employees.
24 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
25 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

26 dd) Our firm, in association with other counsel, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. The San Diego County Superior
2 Court Case Number is 37-2018-00019611-CU-OE-CTL.

3 ee) Our firm represented the plaintiffs in a wage-and-hour class and
4 representative action against a national retailer of sportswear, footwear, and camping equipment
5 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
6 motion for class certification and certified a class. The Riverside County Superior Court Case
7 Number is RICJCCP4930.

8 ff) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
9 representative action against a plastic packaging company on behalf of non-exempt employees.
10 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
11 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

12 gg) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class action against manufacturer and supplier of power products and services on behalf
14 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
15 class certification and certified a class. The San Diego County Superior Court Case Number is
16 37-2015-00025968-CU-OE-CTL.

17 hh) Our firm represents the plaintiff in a wage-and-hour class action against a
18 nutritional products manufacturer on behalf of non-exempt production line employees. On
19 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
20 certified a class. The Solano County Superior Court Case Number is FCS051001.

21 PRELIMINARY APPROVAL

22 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
23 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
24 entered into by and between Plaintiff Priscilla De La Cruz Corona ("Plaintiff"), individually and
25 on behalf of all others similarly situated and other aggrieved employees, on the one hand, and
26 Defendant Comprehensive Primary Care Medical Associates, Inc., dba, West Point Medical
27 Center, erroneously sued as defendants West Point Medical Center and Comprehensive Primary
28 Care Medical ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their

1 counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is
2 attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court
3 approve it as well.

4 9. Based on information provided by Defendant, as of May 12, 2021, the Class is
5 estimated to consist of approximately one hundred twenty-one (121) individuals.

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

14 11. Class Counsel has litigated the case for over a year and a half and was actively
15 preparing the matter for class certification and trial. The Parties have engaged in extensive
16 settlement negotiations and participated in a formal, full day mediation conducted by Paul
17 Grossman, a well-respected mediator experienced in mediating complex labor and employment
18 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
19 information and engaged in an extensive discussion regarding their evaluations of the case and
20 various aspects of the case, including but not limited to, the risks and delays of further litigation,
21 the risks to the Parties of proceeding with class certification and/or representative adjudication,
22 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
23 federal and state wage-and-hour law and enforcement, as well as the evidence produced and
24 analyzed, and the possibility of appeals, among other things. During all settlement discussions,
25 the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a
26 settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly
27 about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel
28 believed that they would be able to obtain class certification and prevail at trial. After conducting

1 investigations, formal and informal discovery, and exchange of information, extensive settlement
2 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
3 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
4 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
5 reasonable, and adequate resolution of the Released Claims of Plaintiff and Settlement Class
6 Members, against the Released Parties.

7 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
8 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
9 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
10 informal discovery regarding the facts of the case, including and not limited to, the exchange,
11 review, and analysis of thousands of pages of documents and data obtained from Defendant and
12 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
13 Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories
14 (Sets One & Two), and Form Interrogatories (Set One)), reviewed Defendant's responses to
15 Plaintiff's discovery requests, and noticed the depositions of Defendant's Person Most
16 Knowledgeable designees. The volume of data and documents that Class Counsel reviewed and
17 analyzed included and was not limited to: Plaintiff's employment records, a detailed sampling of
18 Class Members' time and pay data, Defendant's Employee Handbook, acknowledgements
19 (including but not limited to Defendant's Staff Member Handbook Acknowledgement),
20 agreements (including but not limited to Defendant's Arbitration Agreement and Meal Break
21 Waiver Agreement), internal memoranda, job descriptions, Defendant's operations and
22 employment practices, procedures, and policies (including but not limited to Defendant's
23 Overtime policy, Working Off the Clock policy, and Rest Breaks and Meal Periods policy), among
24 other information and documents. Class Counsel interviewed Plaintiff and other Class Members
25 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred
26 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
27 production of documents and data prior to the mediation. Class Counsel also drafted pleadings
28 and Plaintiff's mediation brief and prepared for and attended court proceedings, mediation,

1 settlement negotiations, among other tasks.

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

8 14. The Settlement provides for a Maximum Settlement Amount of six hundred
9 thousand dollars and no cents (\$600,000.00). The Net Settlement Amount is the Maximum
10 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
11 and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs
12 to the Settlement Administrator, and \$75,000.00 to the Labor and Workforce Development
13 Agency ("LWDA"). Assuming that the amounts allocated under the Settlement toward these
14 payments are awarded by the Court, the Net Settlement Amount that will be available for
15 distribution to Settlement Class Members is currently estimated to be two hundred seventy-five
16 thousand five hundred dollars and no cents (\$275,500.00). The Maximum Settlement Amount
17 will be fully distributed in accordance with the terms of the Settlement and there is no reversion
18 to Defendant.

19 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
20 Administrator") to handle the notice and settlement administration process. The Parties
21 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
22 Settlement Administrator. Defendant will provide a complete list of Class Members to Simpluris
23 that Defendant will compile from its records, which will include each Class Member's last-known
24 (1) full name, (2) mailing address, (3) telephone number, (4) Social Security Number, (5) the start
25 and end dates of employment as an hourly-paid or non-exempt employee of Defendant in
26 California during the Class Period, and (6) such other information as is necessary for the
27 Settlement Administrator to calculate Workweeks (collectively referred to as the "Class Data and
28 List"), and Simpluris will calculate each Settlement Class Member's *pro rata* share of the Net

1 Settlement Amount (“Individual Settlement Share”). Simpluris will also receive requests for
2 exclusion from the Settlement, objections to the Settlement, and disputes regarding Workweeks;
3 provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
4 withholdings; prepare and submit informational and other tax filings and documents; issue and
5 transmit all payments provided for by the Settlement, including and not limited to, mailing
6 Individual Settlement Payment checks to the Settlement Class Members; and perform any other
7 usual and customary duties for administering a class action settlement. Settlement Administration
8 Costs are currently estimated not to exceed seven thousand dollars and no cents (\$7,000.00) and
9 will be paid out of the Maximum Settlement Amount, subject to approval of the Court.

10 16. Based on investigation and information discovered, Class Counsel believes that
11 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
12 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
13 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
14 rest periods and to pay associated premium pay, failed to timely pay wages during employment
15 and upon termination of employment, failed to provide compliant wage statements, failed to
16 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
17 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
18 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
19 also asserted that Class Members were expected to perform similar job duties and were subject to
20 the same or similar operations and employment policies, practices, and procedures. Additionally,
21 Plaintiff asserted that Defendant’s recordkeeping practices with respect to Plaintiff and the Class
22 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
23 that the Class Members, were uniformly not paid all of the compensation that was owed to them
24 by Defendant since June 3, 2016. Thus, in Class Counsel’s view, it is clear that the outcome of
25 this litigation would be determined by Defendant’s uniform operations and employment practices,
26 policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt
27 employees in California during the Class Period.

28 ///

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

10 18. Defendant, on the other hand, denied and continues to deny any liability and
11 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
12 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
13 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
14 have also had the opportunity to interview witnesses and review documents and information
15 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
16 operations and employment policies, practices, and procedures. The Parties also reviewed and
17 analyzed thousands of pages of documents and data, including but not limited to a detailed
18 sampling of Class Members' time and pay information, to determine the potential value and
19 strength of the claims. The available information enabled Class Counsel to estimate the potential
20 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
21 conducted adequate investigation and discovery to be sufficiently informed of the nature and
22 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
23 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
24 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
25 risks to both sides that would attend further litigation. The Settlement takes into account the
26 strengths and weaknesses of each side's position and the uncertainty of how the case might have
27 concluded at certification, trial, and/or appeals.

28 ///

1 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
2 in an amount of up to one-third (33 1/3%) of the Maximum Settlement Amount
3 (i.e., \$200,000.00) and expenses and costs in an amount not to exceed thirty-five thousand dollars
4 and no cents (\$35,000.00), which will be paid out of the Maximum Settlement Amount, subject to
5 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
6 of litigation and will not receive any compensation until recovery is obtained.

7 20. The Settlement Agreement provides for payment of up to seven thousand five
8 hundred dollars and no cents (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out
9 of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable
10 time and effort to produce relevant documents and past employment records and to provide the
11 facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
12 Class Counsel needed her and actively tried to obtain information that would benefit the Class.
13 Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition
14 to her Individual Settlement Payment, for her services on behalf of the Class.

15 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
16 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
17 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
18 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
19 certification, representative adjudication, trial, and/or appeals.

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

22 Executed on this 15th day of February 2022, at Glendale, California.

23 

24 Edwin Aiwanian

EXHIBIT 1

2. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

3. Class Counsel in the Action diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law, and through formal and informal discovery methods, obtained and reviewed extensive information, data, and documents to assess the claims and allegations.

4. On June 4, 2021, the Parties participated in mediation with Paul Grossman (the “Mediator”), a respected mediator of complex wage and hour actions. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 10 below.

///

1 b. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of
2 Lawyers *for* Justice, P.C., counsel for Plaintiff, who will seek to be appointed counsel for the Class.

3 c. “Class Data and List” means a complete list of all Class Members that Defendant
4 will diligently and in good faith compile from its records and provide to the Settlement Administrator
5 within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be
6 password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include
7 each Class Member’s last-known (1) full name, (2) mailing address, (3) telephone number, (4) Social
8 Security Number, (5) the start and end dates of employment as an hourly-paid or non-exempt employee
9 of Defendant in California during the Class Period, and (6) such other information as is necessary for
10 the Settlement Administrator to calculate Workweeks (as defined below).

11 d. “Class Member(s)” or “Class” mean all current and former hourly-paid or non-
12 exempt employees of Defendant in California at any time during the period from June 3, 2016 through
13 May 4, 2021.

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

16 f. “Class Period” means the period from June 3, 2016 through May 4, 2021.

17 g. “Class Representative,” or “Plaintiff” means Priscilla De La Cruz Corona.

18 h. “Court” means the Superior Court of the State of California for the County of San
19 Bernardino.

20 i. “Defendant” means Comprehensive Primary Care Medical Associates, Inc. dba
21 West Point Medical Center.

22 j. “Defendant’s Counsel” means Jeremy S. Johnson and Jonathan P. Cothran of
23 Bremer Whyte Brown & O’Meara LLP.

24 k. “Effective Date” means the later of: in the event no appeal is taken from the Final
25 Approval Order and Judgment, then the day after the last day on which any appeal from the Final
26 Approval Order and Judgment might be filed; in the event a timely appeal is taken from the Final
27 Approval Order and Judgment, then, the date of successful resolution of any such appeal(s), including
28 expiration of any time to seek reconsideration or further review.

1 l. “Employer Taxes” means the employer’s share of taxes and contributions in
2 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
3 in addition to the Maximum Settlement Amount.

4 m. “Enhancement Payment” means the amount to be paid to Plaintiff Priscilla De La
5 Cruz Corona in recognition of her effort and work in prosecuting the Action on behalf of Class Members,
6 as set forth in Paragraph 11 below.

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

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

11 p. “Individual Settlement Payment” means the net payment of each Settlement Class
12 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
13 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
14 Paragraphs 25-26 below.

15 q. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
16 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
17 calculated in accordance with Paragraph 14.

18 r. “LWDA Payment” means the amount that the Parties have agreed to pay to the
19 California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 13.

20 s. “Maximum Settlement Amount” means the amount of Six Hundred Thousand
21 Dollars (\$600,000) to be paid by Defendant in full resolution of all Released Claims and the Action,
22 which is inclusive of the Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Net
23 Settlement Amount to be paid to the Settlement Class Members (which includes the Settlement Class
24 Members’ portion of the PAGA Penalties), and Settlement Administration Costs. Defendant shall pay
25 the Employer Taxes in addition to the Maximum Settlement Amount.

26 t. “Net Settlement Amount” means the portion of the Maximum Settlement Amount
27 that is available for distribution to Settlement Class Members, which is the Maximum Settlement
28 Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, LWDA

1 Payment, and Attorneys' Fees and Costs.

2 u. "Notice of Objection" means a Class Member's valid and timely written objection
3 to the Settlement Agreement, which must be in writing and include: (a) the case name and number of
4 the Action; (b) the objector's full name, signature, address, and telephone number; (c) a written
5 statement of all grounds for the objection accompanied by any legal support for such objection; and (d)
6 copies of any papers, briefs, or other documents upon which the objection is based.

7 v. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
8 Plaintiff or Defendant.

9 w. "Preliminary Approval" means entry of the Court order granting preliminary
10 approval of the Settlement Agreement.

11 x. "Released Claims" means all claims under state, federal, or local law, whether
12 statutory, in tort, contract, or otherwise, pleaded in the Operative Complaint or that could have been
13 pleaded based on the facts pleaded in the Operative Complaint, arising during the period June 3, 2016
14 through and including the date the Court grants Preliminary Approval of the Settlement, including but
15 not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage
16 Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay
17 minimum wages, failure to provide compliant meal periods and associated premium pay, failure to
18 provide compliant rest periods and associated premium pay, failure to provide compliant wage
19 statements, failure to timely pay wages upon termination of employment, failure to timely pay wages
20 during employment, failure to maintain requisite payroll records, failure to reimburse necessary
21 business-related expenses, unfair or unlawful business practices pursuant California Business and
22 Professions Code § 17200, *et seq.* based on the aforementioned, and civil penalties pursuant to
23 California Labor Code § 2698, *et seq.* ("PAGA") based on the aforementioned.

24 y. "Released Parties" means Defendant and any of its past and present parents,
25 subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys,
26 insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors,
27 consultants, legal representatives, and any individual or entity that could be jointly or severally liable
28 for any of the Released Claims.

1 z. “Request for Exclusion” means a timely letter submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain
3 the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name,
4 address, telephone number, and the last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the
6 Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified address
7 and/or facsimile number, postmarked or faxed on or before the Response Deadline. The date of the
8 postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to
9 determine whether a Request for Exclusion has been timely submitted. A Class Member who does not
10 request exclusion from the Settlement will be deemed a Settlement Class Member and will be bound by
11 all terms of the Settlement Agreement if the Settlement is granted Final Approval by the Court.

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

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

24 cc. “Settlement Administration Costs” means the costs payable from the Maximum
25 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the
26 Settlement, as set forth in Paragraph 12 below.

27 dd. “Settlement Class Members” means all Class Members who do not submit a valid
28 and timely Request for Exclusion (collectively referred to as “Settlement Class”).

1 ee. "Workweeks" means the number of weeks each Class Member was employed by
2 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will
3 be calculated by the Settlement Administrator by calculating the total calendar weeks between the Class
4 Member's start and end dates as set forth in the Class Data and List.

5 **CLASS CERTIFICATION**

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

8 8. The Parties agree that certification for the purpose of settlement is not an admission that
9 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
10 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part
11 of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be
12 admissible in connection with, the issue of whether or not certification would be inappropriate in a non-
13 settlement context.

14 **TERMS OF AGREEMENT**

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

17 9. **Funding and Disbursement of the Maximum Settlement Amount.**

18 a. After Preliminary Approval, and prior to mailing of the Class Notice, the
19 Settlement Administrator will provide the Parties with an accounting estimate of the contemplated
20 amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement and establish a
21 qualified settlement account for administration of the Settlement.

22 b. Upon Preliminary Approval or January 15, 2022, whichever is later, Defendant
23 will make a deposit of half the Maximum Settlement Amount (i.e., \$300,000), into the qualified settlement
24 account established by the Settlement Administrator ("First Installment").

25 c. Six (6) months after the funding of the First Installment, Defendant will make a
26 deposit of the remaining half of the Maximum Settlement Amount (i.e., \$300,000), plus an amount
27 sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement
28 Administrator ("Second Installment").

d. Within seven (7) calendar days of the Second Installment and the Effective Date, the Settlement Administrator will issue payments due under the settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) LWDA Payment to the Labor and Workforce Development Agency; (c) Enhancement Payment to Plaintiff; (d) Attorneys' Fees and Costs to Class Counsel; and (e) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

10. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees of up to one-third (33 1/3%) of the Maximum Settlement Amount (i.e., up to Two Hundred Thousand Dollars (\$200,000)) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000), both of which will be paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any portion of the 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.

11. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Priscilla De La Cruz Corona. The Enhancement Payment, which will be paid from the Maximum Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the

Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. 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 Seven Thousand Dollars (\$7,000). These costs, which will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this 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 Administrations Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Maximum Settlement Amount, subject to Court approval. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact awarded or required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

13. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of \$100,000 from the Maximum Settlement Amount will be allocated toward penalties under the Private Attorneys General, California Labor Code Section 2698, et seq. ("PAGA Penalties"), of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000, will be distributed to Settlement Class Members as part of the Net Settlement Amount.

///

///

1 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
2 calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks,
3 as follows:

4 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
5 determine the Workweeks of each Class Member, divide the Net Settlement Amount by the Workweeks
6 of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's
7 individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual
8 Settlement Share that he or she may be eligible to receive under the Settlement.

9 b. After Final Approval of the Settlement, the Settlement Administrator will divide
10 the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final
11 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final
12 Workweek Value to yield his or her Individual Settlement Share.

13 15. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
14 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
15 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
16 shall not in any way entitle Plaintiff or any Settlement Class Member to additional compensation or
17 benefits under any new or additional compensation or benefits, or any bonus, contest or other
18 compensation or benefit plan or agreement in place during the period June 3, 2016 to the date the Court
19 grants Preliminary Approval of the Settlement, nor will it entitle any Settlement Class Member to any
20 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
21 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
22 that might have been in effect during the period June 3, 2016 to the date the Court grants Preliminary
23 Approval of the Settlement).

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

26 ///

27 ///

28 ///

1 17. Notice by First Class U.S. Mail.

2 a. Within ten (10) business days after receiving the Class Data and List from
3 Defendant, the Settlement Administrator will perform a search based on the National Change of Address
4 Database or any other similar services available, such as provided by Experian, for information to update
5 and correct for any known or identifiable address changes, and will mail a Class Notice in English (in
6 the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
7 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

8 b. With respect to Class Notices that are returned as undeliverable on or before the
9 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
10 trace and re-mail the Class Notice within five (5) calendar days.

11 18. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
12 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
13 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
14 Administrator that: (a) contains the case name and number of the Action; (b) is signed by the Class
15 Member; (c) contains the full name, address, telephone number, and the last four digits of the Social
16 Security Number of the disputing Class Member; (d) clearly states that the Class Member disputes the
17 number of Workweeks credited to him or her and what he or she contends is the correct number to be
18 credited to him or her; (e) includes information and/or attaches documentation demonstrating that the
19 number of Workweeks that he or she contends should be credited to him or her are correct; and (f) is
20 returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number,
21 postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return
22 mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a
23 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and
24 data as they pertain to the number of Workweeks to be credited to a disputing Class Member,
25 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
26 Member produces information and/or documents to the contrary, the Settlement Administrator will
27 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve
28 and determine the number of eligible Workweeks that the disputing Class Member should be credited

1 with under the Settlement. The Settlement Administrator's decision on such disputes will be final and
2 non-appealable.

3 19. Settlement Checks. The Settlement Administrator will be responsible for undertaking
4 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
5 of check to the Settlement Class Members in accordance with this Settlement Agreement. Each
6 Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180)
7 calendar days from the date the checks are issued, and thereafter, shall be cancelled. The Settlement
8 Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting,
9 required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of
10 any Individual Settlement Payment checks. To the extent that the Settlement Administrator is able to
11 obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the
12 employer's and employees' share of taxes, contributions, and/or withholding associated with cancelled
13 Individual Settlement Payments. Thereafter, all funds represented by any uncashed or undeliverable
14 checks, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
15 Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Class Members who did not
16 cash their checks until such time as they claim their property. The Parties agree that this disposition results
17 in no "unpaid cash residue," or "unclaimed or abandoned funds" under California Civil Procedure Code
18 § 384, as the entire Net Settlement Amount will be paid out to the Class Members, whether or not all
19 negotiate their payment checks. Therefore, Defendant will not be required to pay any interest on said
20 amount. The Parties agree that this is "an equitable *cy pres* remedy" directed by the Court within the
21 meaning of California Civil Procedure Code § 384(c), and therefore the Parties are not subject to
22 California Civil Procedure Code § 384, including subdivision (b), for purposes of this Settlement
23 Agreement. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall,
24 nevertheless, be bound by this Settlement Agreement.

25 20. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
26 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
27 Administrator, by mail or fax, within the Response Deadline. The date of fax or the postmark on the
28 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has

1 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
2 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
3 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
4 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
5 Request for Exclusion is prohibited from making any objection to the Settlement Agreement.

6 21. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
7 Member who does not affirmatively request exclusion from the settlement by submitting a timely and
8 valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
9 and not limited to the release of Released Claims, as well as any judgment that may be entered by the
10 Court if it grants Final Approval to the Settlement.

11 22. Procedures for Objecting to the Settlement. To object to the Settlement, a Class Member
12 must submit a timely and complete Notice of Objection to the Settlement Administrator, by fax or mail,
13 on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and
14 contain all information required by this Settlement Agreement. The postmark or fax-stamp date will be
15 deemed the exclusive means for determining that the Notice of Objection is timely. Class Members
16 who fail to object in the specific and technical manner specified in this Settlement Agreement, or
17 otherwise ordered by the Court, will be deemed to have waived all objections. At no time will any of
18 the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the
19 Settlement Agreement or appeal from the Final Approval Order and Judgment.

20 23. Reports By the Settlement Administrator Regarding Settlement Administration. The
21 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
22 certify: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
23 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
24 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
25 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
26 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
27 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
28 settlement.

1 24. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to the
3 Court and counsel for all Parties.

4 25. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
5 allocated as follows: 25% wages and 75% as penalties, interest, and non-wage damages. The portion
6 allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties,
7 and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The
8 Settlement Administrator will withhold (and remit to the appropriate taxing authorities) the employee's
9 share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares,
10 and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment
11 of their Individual Settlement Share net of these taxes and withholdings). The Settlement Administrator
12 shall also remit the Employer Taxes to the appropriate taxing authorities.

13 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
14 will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2,
15 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement
16 Agreement.

17 27. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make no
18 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
19 under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to
20 constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied
21 on as such. Plaintiff and Settlement Class Members understand and agree that, except for Defendant's
22 payment of the Employer Taxes, Plaintiff and Settlement Class Members will be solely responsible for
23 correctly characterizing any compensation received under the Settlement on his/her personal income tax
24 returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

25 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
27 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
28 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT

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

20 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
23 of action or right herein released and discharged.

24 30. Release of Claims by Settlement Class Members. Upon the Effective Date, Plaintiff and
25 all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class
26 Members) will be deemed to have fully, finally and forever released, settled, compromised,
27 relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

28 ///

1 31. General Release of Claims by Plaintiff. In addition, upon the Effective Date, Plaintiff will
2 be deemed to have fully released and discharged the Released Parties of and from all claims arising from
3 her employment with Defendant, separation of employment from Defendant, and any acts that have or
4 could have been asserted in any legal action or proceeding against Defendant, whether known or unknown,
5 arising under any federal, state, or local law, or statute, including, inter alia, those arising under the
6 California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil
7 Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
8 Corporations Code, California Business and Professions Code, California Fair Employment and Housing
9 Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
10 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,
11 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and
12 costs, arising on or before the Effective Date. With respect to those claims released by Plaintiff in an
13 individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under
14 California Civil Code Section 1542, which provides:

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

18 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
19 known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
20 and release all claims she now has against the Released Parties, whether known or unknown, suspected
21 or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for
22 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
23 released by law.

24 32. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
25 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
26 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
27 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
28 Class Counsel will provide Defendant's Counsel a draft of the motion at least two business days before

the filing deadline. Defendant agrees not to oppose the motion. Said motion shall apply to the Court for the entry of an order (“Preliminary Approval Order”):

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from the 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 as to the Settlement Class Members.

33. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Attorneys’ Fees and Costs; (d) Enhancement Payment; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the motion at least two business days before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;

- 1 d. Approval of the application for Enhancement Payment to Plaintiff;
- 2 e. Setting a date when the Settlement Administrator shall report to the Court the
- 3 completion of the distribution process and the total amount that was actually paid to the Settlement
- 4 Class Members;
- 5 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
- 6 ordered by the Court; and
- 7 g. Entering judgment in the Action barring and enjoining all Settlement Class
- 8 Members from prosecuting the Released Claims against any of the Released Parties, while maintaining
- 9 continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement
- 10 Agreement.

11 34. Termination or Revocation of Settlement.

12 If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion,

13 Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class

14 Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total

15 number of timely and valid Requests for Exclusion received by the Response Deadline. If the Settlement

16 is terminated due to Defendant's exercise of this option, Defendant will be responsible for paying all

17 Settlement Administration Costs incurred by the Settlement Administrator.

18 35. Effects of Termination of the Settlement. Termination of the Settlement Agreement

19 (pursuant to Paragraph 34) shall have the following effects:

- 20 a. The Settlement Agreement shall be void and shall have no force or effect, and no
- 21 Party shall be bound by any of its terms;
- 22 b. In the event the Settlement Agreement is terminated, Defendant shall have no
- 23 obligation to make any payments to any Party, Class Member or attorney, except that the terminating
- 24 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
- 25 Administrator is notified that the Settlement has been terminated;
- 26 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
- 27 any order certifying the Class, shall be vacated;
- 28 d. The Settlement Agreement and all negotiations, statements and proceedings

relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

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

36. Escalator Clause. Defendant represented that for the period of June 3, 2016 to May 4, 2021, there were approximately 9,077 total Workweeks. If it is determined that the total number of Workweeks during the period referenced actually exceed this amount by more than ten percent (10%) (i.e., the Workweeks for the period referenced are actually more than 9,985), then the Maximum Settlement Amount will increase on a proportional basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by 5%, the Maximum Settlement Amount will increase by 5%).

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

38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.

39. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval, until after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the Motion for

1 Preliminary Approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff
2 and Class Counsel will not have any communications with any media other than to direct any media
3 inquiries to the public records of the Action on file with the Court and will not publicize the Settlement,
4 including on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of,
5 and will encourage her to adhere to, the restriction against any media comment on the Settlement and
6 its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing
7 or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available
8 information regarding this Settlement in future judicial submissions regarding Class Counsel's
9 qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all
10 disclosures required to be made to the LWDA in conformity with PAGA.

11 40. Entire Agreement. Upon being fully-executed, this Settlement Agreement and any
12 attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or
13 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
14 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
15 which provide that a written agreement is to be construed according to its terms and may not be varied
16 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
17 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

18 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
19 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
20 pending the Final Approval Hearing to be conducted by the Court.

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

25 43. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
27 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
28 to this Settlement Agreement to effectuate its terms and to execute any other documents required to

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

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

11 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

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

19 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
20 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
21 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
22 account all relevant factors, present and potential. The Parties further acknowledge that they are each
23 represented by competent counsel and that they have had an opportunity to consult with their counsel
24 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
25 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
26 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
27 is objectively fair and reasonable.

28 ///

1 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 50. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
6 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees
7 not to seek exclusion from the Settlement.

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

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

25 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

6 55. All Terms Subject to Court Approval. All amounts and procedures described in this
7 Settlement Agreement herein will be subject to Court approval.

8 56. Notices. All notices, demands, and other communications to be provided concerning this
9 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth
10 below, or such other addresses as either Party may designate in writing from time to time:

11 To Plaintiff and Class Counsel:

12 Edwin Aiwazian, Esq.
13 **LAWYERS for JUSTICE, PC**
14 410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Jeremy S. Johnson
Jonathan P. Cothran
BREMER WHYTE BROWN & O'MEARA LLP
20320 S.W. Birch Street, 2nd Floor
Newport Beach, California 92660

15 57. Final Approval Order and Judgment. The Parties shall provide the Settlement
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
17 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
18 sixty (60) calendar days. No individualized notice to the Class will be required.

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

26 ///

27 ///

28 ///

IT IS SO AGREED.

Dated: 01/13/2022, 2022

Priscilla De La Cruz Corona, Plaintiff

**DEFENDANT COMPREHENSIVE PRIMARY CARE
MEDICAL ASSOCIATES, INC. dba WEST POINT
MEDICAL CENTER**

Dated: _____, 2022

Atul Bemb
Chief Executive Officer
On behalf of Comprehensive Primary Care Medical
Associates, Inc. dba West Point Medical Center

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: January 13, 2022 , 2022

Edwin Aiwarzian
Attorneys for Plaintiff and Proposed Class Counsel

BREMER WHYTE BROWN & O'MEARA LLP

Dated: _____, 2022

Jeremy S. Johnson
Jonathan P. Cothran
Attorneys for Defendant

Dated: _____, 2021

Dated: 1/18/2022, 2021

On behalf of Comprehensive Primary Care Medical
Associates, Inc. dba West Point Medical Center

Dated: _____, 2021

Dated: 1/17/2022, 2021

Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Priscilla De La Cruz Corona v. West Point Medical Center, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVDS2009703

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Priscilla De La Cruz Corona ("Plaintiff") and Defendant Comprehensive Primary Care Medical Associates, Inc. dba West Point Medical Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, San Bernardino County Superior Court, Case No. CIVDS2009703 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendants in California at any time during the period from June 3, 2016 through May 4, 2021.

"Class Member" means a member of the Class.

"Class Period" means the period from June 3, 2016 through May 4, 2021.

II. BACKGROUND OF THE LAWSUIT

On June 3, 2020, Plaintiff filed the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS2009703. On December 20, 2021, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq* ("Operative Complaint") alleging a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* ("PAGA"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is Six Hundred Thousand Dollars (\$600,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys’ fees of up to one-third (33 1/3%) of the Maximum Settlement Amount (i.e., \$200,000) and reimbursement of actual costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars (\$7,000) to the Settlement Administrator; and (4) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Seventy-Five Thousand Dollars (\$75,000) for its 75% portion of the PAGA Penalties. Note: A total of One Hundred Thousand Dollars (\$100,000) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$25,000) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty-five percent (25%) wages, which will be reported on an IRS Form W2, and seventy-five percent (75%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares shall be paid by Defendant in addition to the Maximum Settlement Amount.

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

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (b) is signed by you; (c) contains your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) is returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified in Section IV.B below, postmarked or fax-stamped **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiff and all Class Members who do not submit a valid and timely 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 all Released Claims he or she may have or had.

"Released Claims" means all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pleaded in the Operative Complaint or that could have been pleaded based on the facts pleaded in the Operative Complaint, arising during the period June 3, 2016 through and including [date of Preliminary Approval], including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, *et seq.* based on the aforementioned, and civil penalties pursuant to California Labor Code § 2698, *et seq.* ("PAGA") based on the aforementioned.

"Released Parties" means Defendant and any of its past and present parents, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees of up to one-third (33 1/3%) of the Maximum Settlement Amount (i.e., \$200,000.00) and reimbursement of actual costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the

Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must submit a written letter indicating a request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail the Settlement Administrator, postmarked or faxed **on or before [Response Deadline]**, at the following mailing address and/or facsimile number:

Simpluris, Inc.
[Mailing Address]
[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a valid and timely written objection to the Settlement (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must be in writing and include: (a) the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (b) your full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, brief, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address and/or facsimile number listed in Section IV.B above, postmarked or fax-stamped **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals)," clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVDS2009703."

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

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