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

BRIANA WESTFALL and GLORIA
GARCIA, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

VALLEY CHILDREN’S HOSPITAL, a
California nonprofit; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: MCV086044

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

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiffs Briana Westfall and Gloria
3 Garcia (“Plaintiffs”), as individuals and on behalf of all others similarly situated, and Defendant Valley
4 Children’s Hospital (“Defendant”) (collectively with Plaintiffs, the “Parties”).

5 DEFINITIONS

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

8 1. “Action” means Westfall, et al v. Valley Children’s Hospital, No. MCV086044 (Madera
9 County Superior Court).

10 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
11 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
12 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
13 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
14 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
15 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
16 Class Counsel will request attorneys’ fees of up to \$133,333.33. “Attorneys’ Fees and Costs” will also
17 mean and include the additional reimbursement of any costs and expenses associated with Class
18 Counsel’s litigation and settlement of the Action, up to \$25,000, subject to the Court’s approval.
19 Defendant has agreed not to oppose Class Counsel’s request for Attorneys’ Fees and Costs as set forth
20 above.

21 3. “Class Counsel” means Bradley/Grombacher, LLP.

22 4. “Class List” means a complete list of all Class Members that Defendant will diligently
23 and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel
24 within 20 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted
25 in Excel and will include each Class Member’s full name; most recent mailing address and telephone
26 number; Social Security number; dates of employment; the respective number of Workweeks that each
27 Class Member worked during the Class Period and PAGA Period; and any other relevant information
28 needed to calculate settlement payments.

1 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
2 in California as non-exempt employees during the “Class Period”, defined as June 15, 2019, through
3 April 29, 2024, or the date of preliminary approval of the settlement, whichever is sooner.

4 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
5 attached as Exhibit A.

6 7. “Class Representative Enhancement Payments” means the amounts to be paid to
7 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
8 and for their general release of claims. Subject to the Court granting final approval of this Settlement
9 Agreement and subject to the exhaustion of all appeals, Plaintiffs will request Court approval of a Class
10 Representative Enhancement Payment of up to \$10,000 to each Plaintiff.

11 8. “Court” means the Madera County Superior Court.

12 9. “Defendant” means Valley Children’s Hospital.

13 10. “Effective Date” means the later of: (a) if no timely objections are filed, or are
14 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an
15 objection to the Settlement, the Effective Date shall be the sixty-first calendar day after the date of Final
16 Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an
17 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
18 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

19 11. “Final Approval” means the date on which the Court enters an order granting final
20 approval of the Settlement Agreement.

21 12. “Gross Settlement Amount” means the Gross Settlement Amount of \$400,000, to be paid
22 by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which
23 includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative
24 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This
25 Gross Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the
26 agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the
27 Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of
28 the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer

1 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
2 not be paid from the Gross Settlement Amount.

3 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA
4 Member's respective shares of the Net Settlement Fund and PAGA Fund.

5 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
6 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
7 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
8 distributed to Participating Class Members.

9 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
10 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
11 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
12 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
13 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
14 fairness hearing.

15 16. "PAGA Members" means all persons who worked for Defendant in California as non-
16 exempt employees during the "PAGA Period", defined as September 14, 2020, through April 29, 2024,
17 or the date of preliminary approval of the settlement, whichever is sooner.

18 17. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
19 Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
20 Plaintiffs' claim under the Private Attorneys General Act ("PAGA") ("PAGA Settlement"). The Parties
21 have agreed that \$25,000 of the Gross Settlement Amount will be allocated to the PAGA Settlement.
22 Pursuant to PAGA, 75%, or \$18,750, of the PAGA Settlement Amount will be paid to the LWDA, and
23 25%, or \$6,250 ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and
24 regardless whether they request to be excluded from the Settlement Class.

25 18. "Parties" means Plaintiffs and Defendant collectively.

26 19. "Participating Class Members" means all Class Members who do not submit timely and
27 valid Requests for Exclusion.

28 20. "Plaintiffs" means Plaintiffs Briana Westfall and Gloria Garcia.

21. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

22. “Released Class Claims” means all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiffs’ behalf, or that could have been raised in the Action, as amended, or the September 14, 2021, PAGA letter sent to the LWDA based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, overtime compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; payment for all hours worked, including off-the-clock work and claims relating to timeclock rounding; failure to reimburse business expenses; wage statements; failure to pay all wages when due; unfair business practices related to the Released Class Claims; penalties, including wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs; all claims related to the Released Class Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200, *et seq.* This release excludes the release of claims not permitted by law.

23. “Released PAGA Claims” means all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the September 14, 2021, PAGA letter sent to the LWDA, or that could have been raised in the Action, as amended, or the September 14, 2021, PAGA letter sent to the LWDA based on the facts and claims alleged.

24. “Released Parties” means Defendant, and each of its past, present, and future agents, employees, clients, servants, officers, directors, managing agents, owners (whether direct or indirect), partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, owners, agents,

1 representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns.

2 25. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
3 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
4 name, address, telephone number and last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
6 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be
7 postmarked on or before the Response Deadline.

8 26. "Response Deadline" means the deadline by which Class Members must postmark to the
9 Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of
10 Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The
11 Response Deadline will be 45 calendar days from the initial mailing of the Class Notice by the Settlement
12 Administrator, unless the 45th calendar day falls on a Sunday or State holiday, in which case the
13 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

14 27. "Settlement Administration Costs" means the costs payable from the Gross Settlement
15 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
16 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
17 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
18 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
19 any such costs in excess of the amount represented by the Settlement Administrator as being the
20 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
21 estimated to be \$45,000.

22 28. "Settlement Administrator" means [REDACTED], or any other third-party class action
23 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
24 administering this Settlement. The Parties each represent that they do not have any financial interest in
25 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
26 could create a conflict of interest.

27 29. "Workweeks" means the number of days of employment for each Class Member during
28 the Class Period, dividing by seven, and rounding up to the nearest whole number. All Class Members

will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

30. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of \$400,000 into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within 10 calendar days of the Effective Date ("Funding Date").

31. Attorneys' Fees and Costs. Defendant agrees not to oppose any motion by Class Counsel for attorneys' fees of not more than \$133,333.33. Defendant also agrees not to oppose any motion by Class Counsel for reimbursement of out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed \$25,000.

32. Class Representative Enhancement Payments. In exchange for a general release, and in recognition of their efforts and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any motion for a Class Representative Enhancement Payment of up to \$10,000 to each of the two Plaintiffs, for up to a total of \$20,000. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

33. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross

Settlement Amount, which is currently estimated to be \$45,000. These costs, which will be paid from the Gross Settlement Amount, will include the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

34. PAGA Settlement Amount. Subject to Court approval, the Parties agree that \$25,000 from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, 75%, or \$18,750, of this sum will be paid to the LWDA and 25%, or \$6,250, will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

35. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their share of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

36. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

37. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

38. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

38(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual

Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

38(b) Payments from the PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA Member’s “Individual Settlement Payment” will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

40. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

41. Delivery of the Class List. Within 20 calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

42. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

43. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional 15 calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

44. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

45. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be

1 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
2 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
3 and will be decided within 10 business days after the Response Deadline.

4 46. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
5 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
6 Settlement Administrator will mail the Class Member a cure letter within three business days of receiving
7 the defective submission to advise the Class Member that his or her submission is defective and that the
8 defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the
9 Response Deadline or (b) 15 calendar days from the date of the cure letter, whichever date is later, to
10 postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within
11 that period, it will be deemed untimely.

12 47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
13 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
14 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
15 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
16 for Exclusion has been timely submitted.

17 48. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the
18 understanding that Class Members worked an estimated total of 738,062 Workweeks from June 15, 2019,
19 through January 31, 2024. If the actual total number of Workweeks worked during the Class Period is
20 greater than 10% over this estimate (or greater than 811,868 Workweeks), then the Gross Settlement
21 Amount will increase by 1% for every 1% increase over the 10% threshold (i.e., Proportionally Increased
22 Gross Settlement Amount = Total Number of Workweeks during the Class Period ÷ 811,868 Workweek
23 × \$400,000).

24 49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
25 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
26 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
27 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

28 50. Releases by Participating Class Members. Upon the Funding Date, each Participating

1 Class Member, together and individually, on their behalf and on behalf of their respective heirs,
2 executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the
3 Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

4 51. Releases by Plaintiffs and LWDA. Upon the Funding Date, Plaintiffs, the State of
5 California, and the LWDA shall fully and forever release and discharge all of the Released Parties, or any
6 of them, from each of the Released PAGA Claims during the PAGA Period.

7 52. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
8 void and withdraw from the Settlement if, at any time prior to Final Approval, 5% or more of Class
9 Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class
10 Counsel within 14 calendar days after the Response Deadline.

11 53. Objection Procedures. To object to the Settlement Agreement, a Class Member may
12 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
13 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
14 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
15 deemed to have waived all objections to the Settlement and will be foreclosed from making any
16 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
17 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections
18 to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will
19 not represent any Class Members with respect to any such objections to this Settlement. If a Class
20 Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
21 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
22 Class Member shall not participate in or be bound by the Settlement.

23 54. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
26 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
27 their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties
28 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

1 55. Distribution Timing of Individual Settlement Payments. Within 10 calendar days of the
2 Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and
3 PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class
4 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
5 performed in connection with the Settlement.

6 56. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
7 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
8 more than 180 calendar days after issuance will be tendered to Central California Legal Services
9 (“CCLS”). The Parties do not have a connection to or a relationship with CCLS that could reasonably
10 create the appearance of impropriety as between the selection of CCLS as the recipient of the unclaimed
11 residuals and the interests of the class.

12 57. Certification of Completion. Upon completion of administration of the Settlement, the
13 Settlement Administrator will provide a written declaration under oath to certify such completion to the
14 Court and counsel for all Parties.

15 58. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
16 be allocated as follows: (a) 20% of each Individual Settlement Payment will be allocated as wages for
17 which IRS Forms W-2 will be issued; and (b) 80% will be allocated as non-wages for which IRS Forms
18 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as
19 non-wages for which IRS Forms 1099-MISC will be issued.

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

25 60. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
26 the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any
27 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

28 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES

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

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

27 63. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
28 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other

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

4 64. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
5 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
6 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
7 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing.
8 The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as
9 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
10 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice
11 of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all
12 documents necessary to obtain preliminary approval.

13 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
14 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
15 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
16 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
17 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the LWDA
18 Payment; (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than
19 30 calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
20 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
21 attorneys' fees and costs application to be heard at the final approval hearing.

22 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
23 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval.
24 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:
25 (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
26 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
27 Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

28 67. Release by Plaintiffs. As of the Funding Date, Plaintiffs, in their individual capacities,

1 fully and finally release Defendant and the Released Parties from any and all claims, known and
2 unknown, under federal, state, and/or local law, including but not limited to claims arising from or related
3 to their employment with Defendant and their compensation while an employee of Defendant
4 (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, but are not limited to, all claims
5 asserted in the Action, as amended, and/or arising from or related to the Action, as amended, or the
6 PAGA letter sent to the LWDA on Plaintiffs’ behalf. Plaintiffs’ Released Claims include all claims for
7 unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation,
8 overtime, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time
9 rounding; meal and rest period premiums; failure to provide meal periods; failure to authorize and permit
10 rest periods; reimbursement for all necessary business expenses; payment for all hours worked, including
11 off-the-clock work; failure to pay vacation wages; timely payment of wages due; wage statements;
12 unlawful deductions; failure to keep accurate records; unfair business practices; penalties, including, but
13 not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-
14 time penalties; and attorneys’ fees and costs. Plaintiffs’ Released Claims include all claims arising under
15 the California Labor Code; all claims arising under: the Wage Orders of the California Industrial Welfare
16 Commission; the PAGA; California Business and Professions Code sections 17200, *et seq.*; the
17 California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8
18 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the
19 FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security
20 Act, 29 U.S.C. § 1001, *et seq.* Plaintiffs’ Released Claims also include all claims for lost benefits,
21 emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state,
22 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of
23 example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
24 Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair
25 Employment and Housing Act; and the law of contract and tort. This release excludes the release of
26 claims not permitted by law.

27 Plaintiffs’ Released Claims include all claims, whether known or unknown. Even if Plaintiffs
28 discover facts in addition to or different from those that they now know or believe to be true with respect

1 to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred.
2 Thus, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the
3 California Civil Code, which reads:

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

8 68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
9 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
10 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

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

18 70. Amendment or Modification. No amendment, change, or modification to this Settlement
19 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
20 by the Court.

21 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
24 this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
26 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
27 reach agreement on the form or content of any document needed to implement the Settlement, or on any
28 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties

1 may seek the assistance of the Court to resolve such disagreement.

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

4 73. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
5 will be governed by and interpreted according to the laws of the State of California.

6 74. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
9 copies of the signature page, will be deemed to be one and the same instrument.

10 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
13 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
14 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
15 fairness and reasonableness of this Settlement.

16 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
19 valid and enforceable.

20 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
21 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
22 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
23 either party may appeal any court order that materially alters the Settlement Agreement's terms.

24 78. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
25 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
26 approved, the stipulation to certification will be void. The Parties further agree that certification for
27 purposes of the Settlement is not an admission that class action certification is proper under the standards
28 applied to contested certification motions and that this Settlement Agreement will not be admissible in

1 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
2 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

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

16 80. No Public Comment: Neither Plaintiffs nor Plaintiffs' counsel shall issue any press
17 release or announcement of any kind related in any way to the settlement. Plaintiffs and Plaintiffs'
18 counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this
19 settlement confidential except for purposes of communicating with Plaintiffs and the Court only.
20 Plaintiffs shall be informed that the settlement is confidential and shall be advised to keep the settlement
21 confidential. From and after preliminary approval of the settlement, the Settlement Class members
22 (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required under the terms of
23 the settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment
24 regarding the specific terms of the settlement. In all other cases, Plaintiffs and Class Counsel agree to
25 limit their statements regarding the terms of the settlement, whether oral, written, or electronic, to say the
26 Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the settlement
27 terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to
28 faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class

Members regarding the settlement. Nothing in this Paragraph is intended to prevent Class Counsel, for the limited purpose of establishing adequacy of counsel in future actions, to reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

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

82. Enforcement Actions. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

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

86. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

87. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: 5/29/2024

DocuSigned by:
Briana Westfall
BA770DB535724FB...
Briana Westfall

Dated: 2/28/2024

DocuSigned by:
Gloria A Garcia
74A0B8379596467...
Gloria Garcia

DEFENDANT

Dated: 2/28/2024

William Chaltraw
Valley Children's Hospital

APPROVED AS TO FORM

BRADLEY/GROMBACHER, LLP

Dated: 5/29/2024

By: *[Signature]*
Marcus Bradley
Attorneys for Plaintiffs

ARENTFOX SCHIFF LLP

Dated: February 26, 2024

By: *[Signature]*
Daniel J. McQueen
Attorneys for Defendant