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Attorneys for Plaintiff MARA SANTAMARIA,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARA SANTAMARIA, and on behalf of all
others similarly situated,

Plaintiff,

v.

BRIGHT HORIZONS CHILDREN'S
CENTER, a Delaware Corporation; BRIGHT
HORIZONS FAMILY SOLUTIONS INC., a
Delaware Corporation, and DOES 1-10,
inclusive,

Defendants.

Case No.: CIVSB2210140

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION**

Assigned For All Purposes To:
Judge: Michael A. Sachs
Dept.: S28

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing re Prelim Approval: December 8, 2022
Time: 8:30 a.m.

Action Filed: May 17, 2022

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Mara Santamaria (hereinafter referred to as “Plaintiff” or “Class Representative”), who filed this action on behalf of herself and the Class Members as defined herein. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit 1** to the Settlement Agreement is a true and correct copy of the Notice of Class Action Settlement which the Parties have requested the Court approve for sending to the Settlement Class. Attached as **Exhibit 2** to the Settlement Agreement is a true and correct copy of the Request for Exclusion which the Parties have requested the Court approve for sending to the Settlement Class. Attached as **Exhibit 3** to the Settlement Agreement is a true and correct copy of the Objection Form which the Parties have requested the Court approve for sending to the Settlement Class.

3. On September 22, 2021, Plaintiff submitted a letter to the Labor and Workforce Development Agency (“LWDA”) for the purpose of complying with Labor Code § 2699.3’s notice requirement, giving notice of Plaintiff’s allegations based upon the legal claims set forth in the SF Action (defined below).

4. On September 23, 2021, Plaintiff filed a Class Action Complaint in San Francisco Superior Court against BHCC (“SF Action”). The SF Action alleged that BHCC: (1) failed to pay wages; (2) failed to provide meal periods as required; (3) failed to provide rest periods as required; (4) failed to reimburse business expenses; (5) failed to pay timely wages (6) failed to provide accurate itemized wage statements; and (7) violated Business & Professions Code § 17200, *et seq.* The SF Action has since been dismissed without prejudice.

1 5. On May 17, 2022, after conducting significant informal discovery and exchange of
2 information, the Parties prepared for and participated in a full-day mediation presided over by experienced
3 wage and hour mediator Gig Kyriacou.

4 6. Following mediation, the Parties agreed, subject to approval by the Court, to the Settlement
5 of this case, with Plaintiff agreeing to amend the Complaint and PAGA notice to conform to the allegations
6 made and forming the basis of the Settlement agreed upon.

7 7. On May 17, 2022, Plaintiff commenced the “Action,” filing a Class Action Complaint in
8 San Bernardino Superior Court against BHCC (“Complaint”). The Complaint alleged that BHCC: (1)
9 failed to pay wages; (2) failed to provide meal periods as required; (3) failed to provide rest periods as
10 required; (4) failed to reimburse business expenses; (5) failed to pay timely wages (6) failed to provide
11 accurate itemized wage statements; and (7) violated Business & Professions Code § 17200, *et seq.*

12 8. On August 5, 2022, Plaintiff submitted a second letter to the LWDA for the purpose of
13 complying with Labor Code § 2699.3’s notice requirement, giving amended and supplemental notice of
14 Plaintiff’s allegations based upon the legal claims set forth in the Operative Complaint (“PAGA Notice”).

15 9. On August 5, 2022, Plaintiff filed a First Amended Complaint against Defendantss in the
16 San Bernardino action for: (1) failure to pay wages, including minimum wages and overtime at the correct
17 rates and for all hours worked; (2) failure to provide meal periods as required, or premiums at the correct
18 rate in lieu; (3) failure to provide rest periods as required, or premiums at the correct rate in lieu; (4) failure
19 to reimburse business expenses; (5) failure to pay timely wages during employment (6) failure to timely
20 pay wages upon separation or termination from employment; (7) failure to provide accurate and itemized
21 wage statements; (8) violation of Business & Professions Code § 17200, *et seq.*; and (9) civil penalties
22 under Private Attorneys General Act , Labor Code section 2698, *et seq* (“Operative Complaint”). The
23 Operative Complaint and PAGA Notice conform to the claims made by Plaintiff during the litigation and at
24 mediation and the basis for the agreed Settlement.

25 10. During the mediation with Mediator Kyriacou, each side, represented by its respective
26 counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action pursuant to
27 the terms and conditions of the Settlement Agreement.

28 11. Throughout the Action, the Parties extensively investigated the relevant facts and

1 applicable law, potential defenses, and damages claims by Plaintiff on behalf of herself and the Settlement
2 Class.

3 12. Defendants continues to deny, each and every material allegation, dispute, and claim raised
4 in the underlying actions. Defendants has at all times denied, and continues to deny, all of these allegations,
5 and denies any and all liability for Plaintiff's claims. Defendants further denies that Plaintiff's allegations
6 are appropriate for class, and/or representative treatment for any purpose other than for settlement purposes
7 only.

8 13. Prior to mediation, Plaintiff's Counsel conducted a thorough investigation into the
9 factual and legal issues implicated by Plaintiff's claims and were able to objectively assess the
10 settlement's reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's
11 Counsel to discuss the factual bases for pursuing their actions against Defendants for Labor Code
12 violations. Plaintiff was intimately familiar with Defendants's labor policies and practices, and
13 over the course of multiple interviews, knowledgeably summarized those policies and practices to
14 Plaintiff's Counsel. During those conversations, Plaintiff explained how the policies and practices
15 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
16 violations. Based on these interviews with Plaintiff, Plaintiff's Counsel determined that there were
17 legally sufficient grounds for pursuing the Actions against Defendants. And in preparation for
18 drafting the complaints, Plaintiff's Counsel conducted their own independent preliminary
19 investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful
20 examination of Plaintiff's personnel files and associated records.

21 14. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received a
22 considerable amount of documents and data, including Plaintiff's time sheets, earnings statements,
23 and acknowledgements, employee demographic data, time and pay records, a payroll calendar,
24 postings from the location, and Defendants's policies and procedures manuals which covered a
25 broad range of topics including, *inter alia*, employee clock-in policies and procedures, attendance
26 policies, meal periods/rest periods, overtime & premium pay, etc. and sampled time and pay
27 records. Defendants also provided substantial information concerning the total number of potential
28 class members, the payroll data at issue, and the applicable hourly rates, workweeks and pay

1 periods, and other summary data related to the alleged class. The Parties have conducted
2 themselves in informed, good faith arms-length negotiations after conducting discovery and
3 exchanging extensive evidence and information about the claims and defenses of this lawsuit
4 through informal discovery, and engaging in pre-mediation discussions, telephone conferences,
5 and correspondence all aimed at settling their dispute. The document and data exchanges allowed
6 Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as
7 the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an
8 independent assessment of the reasonableness of the settlement's terms.

9 15. In summary, Class Counsel performed a thorough investigation into the claims at
10 issue, which included: (1) determining Plaintiff's suitability as private attorney general and class
11 representative through interviews, background investigations, and analyses of her employment
12 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
13 engaging in informal discovery, which included production of Defendants's timekeeping, meal
14 period and rest break policies; documents evidencing Defendants's handbooks, policies and
15 procedures for managing payment for all hours worked, meal periods and rest breaks; and other
16 relevant information, including Plaintiff's personnel and payroll file; (4) exchanging documents,
17 data, and information based on electronic time and pay records for the Putative Class Members to
18 determine the number of current and former putative class members who worked during the
19 relevant time period, the total number of workweeks at issue, the average hourly rate for the
20 putative class and aggrieved employees; (5) researching similar wage and hour class actions as to
21 the claims brought, the nature of the positions, and the type of employer; (6) analyzing employees'
22 time, pay, and wage records; (7) reviewing Defendants's employment policies and practices; (8)
23 researching settlements in similar cases; (9) evaluating Plaintiff's claims and estimating
24 Defendants's liability for purposes of settlement; (10) drafting the mediation brief; and (11)
25 participating in the mediation.

26 16. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
27 Class Counsel can opine that the Settlement, for the consideration and on the terms set forth in
28 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class

1 Members in light of all known facts and circumstances, including the risk of significant delay and
2 uncertainty associated with litigation, and various defenses asserted by Defendants.

3 17. Defendants categorically denies all of the above-mentioned assertions and
4 allegations raised in and in support of the claims in the Class and PAGA Actions. To that end,
5 Defendants has denied and continues to deny each, and all of the allegations, claims, and
6 contentions alleged by the Plaintiff in the Class and PAGA Actions. Defendants has expressly
7 denied and continues to deny all charges of wrongdoing or liability against it arising out of any of
8 the conduct, statements, acts or omissions alleged in the Class and PAGA Actions. Defendants
9 contends that it complied in good faith with wage and hour laws and has dealt legally and fairly
10 with Plaintiff and putative class members. Defendants further denies that, for any purpose other
11 than settling the Class and PAGA Actions, these claims are appropriate for class or representative
12 treatment. To date, no class has been certified and no court has made any findings that
13 Defendants engaged in any wrongdoing or in any wrongful conduct, or otherwise acted
14 improperly or in violation of any law, rule or regulation with respect to any of the issues
15 presented in this action. Nonetheless, the Parties have concluded that further proceedings in the
16 Class and PAGA Actions would be protracted and expensive and that it is desirable that the Class
17 and PAGA Actions be fully and finally settled in the manner and upon the terms and conditions
18 set forth in this Settlement in order to dispose of burdensome and protracted litigation, to permit
19 the operation of Defendants's business without further expensive litigation and the distraction and
20 diversion of its personnel with respect to matters at issue in the Class and PAGA Actions.
21 Defendants has also taken into account the uncertainty and risks inherent in any litigation,
22 especially in complex cases such as the Class and PAGA Actions. Defendants has, therefore,
23 determined that it is desirable and beneficial to it that the Class and PAGA Actions be settled in
24 the manner and upon the terms and conditions set forth in Settlement.

25 18. In connection with this Settlement, Plaintiff seeks to represent the Aggrieved
26 Employees and the Settlement Class Members. The "Settlement Class Members" are defined as
27 all current and former nonexempt, hourly-paid employees employed by Defendantss, or either of
28 them, in California at any time during April 2, 2017, through September 1, 2022.

1 19. The Parties were represented by experienced class action counsel throughout the
2 negotiations resulting in this Settlement. Plaintiff is represented by James Hawkins, APLC. Class
3 Counsel employs seasoned class action attorneys who regularly litigate wage and hour claims
4 through certification and on the merits, and have considerable experience settling wage and hour
5 class actions. Defendants is represented by Littler Mendelson P.C., a respected and seasoned
6 defense firm.

7 20. In preparation for the mediation, Plaintiff's counsel reviewed the entirety of the
8 documents and information produced with the assistance of an expert. The information had to be
9 extrapolated and processed to create a damages model. The evidence and information gathered and
10 reviewed by counsel provided a factual framework for a comprehensible and reliable damage
11 model pertaining to all Settlement Class Members. The mediation included discussions and
12 examination of the proposed Class and the Parties' respective positions on the legal and factual
13 issues raised in the Complaint.

14 21. As a result of the mediation, the Parties agreed to settle this matter for a Gross
15 Settlement Amount of \$2,500,000.00. This is a non-reversionary settlement. No portion of the
16 Gross Settlement Amount will revert to Defendantss. The Class consists of all current and former
17 nonexempt, hourly-paid employees employed by Defendantss, or either of them, in California at
18 any time during April 2, 2017, through September 1, 2022. It is estimated that there are
19 approximately 6,325 Class Members.

20 22. Counsel for the Parties investigated the applicable law as applied to the facts
21 discovered regarding the claims of Plaintiff, Defendants's defenses thereto and the damages
22 claimed by Plaintiff on behalf of the Settlement Class. Plaintiff's counsel balanced the terms of
23 the proposed Settlement against the risk of litigation and probable outcome at the class
24 certification stage, and if any Class were certified, at trial. Based on their own respective
25 independent investigations and evaluations, and after taking into account the sharply disputed
26 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
27 Defendants's defenses, the potential applicability of arbitration agreements, and the monetary
28 benefits received under the Settlement, Plaintiff's counsel is of the opinion that Settlement for the

1 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
2 adequate and is in the best interests of Plaintiff and the Class.

3 23. I believe that the consideration and terms set forth in the Settlement Agreement are
4 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
5 known facts and circumstances, including the various defenses asserted by Defendants, and
6 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
7 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
8 litigation, the lengthy process of establishing specific damages and various possible delays and
9 appeals, were also carefully considered in agreeing to the proposed Settlement.

10 24. The Total Gross Settlement Amount includes, without limitation, attorneys' fees of
11 one-third of the Maximum Gross Settlement Amount (estimated at \$833,000.00) ("Attorneys'
12 Fees") plus litigation costs according to proof not to exceed \$20,000.00; (3) class representative
13 service payment not to exceed \$10,000 to Plaintiff ("Service Payment"); (4) all settlement
14 administration fees and costs, including those of the Settlement Administrator not to exceed
15 \$52,000.00 ("Claims Administration Fees"); (5) Penalties paid pursuant to PAGA in the amount
16 of \$100,000.00 of which seventy five percent (75%) or \$75,000.00 will be paid the LWDA and
17 twenty five percent (25%) or \$25,000.00 will be distributed pro rata to all PAGA Releasees and (5)
18 all payroll taxes and all other applicable taxes, excluding the employer's portion of the payroll
19 taxes ("Payroll Taxes"). This is a non-reversionary settlement. After deductions, the Net
20 Settlement Amount is estimated to be approximately \$1,485,000.00.

21 25. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
22 involved both in not prevailing on one or more of the causes of action or theories alleged in the
23 operative Complaint and in non-certification, and if successful, Defendants's dispute of the ability
24 of Plaintiff to maintain certification in this case. Defendants also argued it maintained lawful
25 written policies that were provided to the class members. Defendantss have many strong
26 arguments, which could render the Class Members' claims worthless at either class certification or
27 trial. Yet, despite the defenses proffered by Defendants, the proposed Settlement commits
28 Defendants to pay each Class Member a portion of the NSA. The amount to be paid to the Class is

1 fair, adequate and reasonable given the significant risk to Plaintiff and the Class in continuing with
2 the litigation and not prevailing on their claims at class certification or at trial or not being paid
3 anything even if trial was successful.

4 26. The predominant claims in this action arise from alleged violations of California law
5 with respect to Defendants's failure to provide meal periods and permit and authorize rest periods,
6 failing to pay overtime at the correct rate, failure to reimburse for necessary business expenses,
7 and failing to pay all wages earned at termination. Plaintiff alleges that these practices resulted
8 directly from the implementation and enforcement of Defendants' own policies and practices.

9 27. Defendants argued that it complied with applicable law at all times and that its
10 applicable policies and procedures were legally complaint. Defendants argued that it properly
11 paid overtime as required by law and factored in all required sums and those sums that were not
12 factored into the regular rate were discretionary. Defendants argued that to the extent a meal or
13 rest period was missed, late or short, it was a matter of individual preference, and the existence of
14 a violation could not be determined without an evaluation of the circumstances of each instance.
15 Defendants argued that these issues were accordingly not ripe for certification. Defendants further
16 argued that the employees were not performing any work during the meal periods and that the
17 employees were required to take a meal period and let Defendants know if they did not take a meal
18 period. With regard to final payment of wages, Defendants argued that as a matter of policy and
19 practice, wages were timely paid in connection with termination. As for the reimbursement issue,
20 Defendantss claim they have never required Plaintiff or any other Class Member to incur a
21 business expense, but if they did, all reimbursements were lawfully given. Defendants contended
22 that any anecdotal evidence to the contrary constituted a one-off situation but was not indicative of
23 any wide-spread policy or practice.

24 28. The Labor Code section 203 claim was also uncertain given the defenses asserted for
25 the underlying meal and rest break claims and as a lack of evidence of the "willfulness" prong
26 necessary for a Labor Code § 203 claim. Further, California's Second District Court of Appeals
27 in *Gustavo Naranjo, et al. v. Spectrum Security Services, Inc.* held that unpaid premium wages for meal
28 break violations do not entitle employees to additional remedies under the California Labor Code for

1 inaccurate wage statements or waiting time penalties. Class Counsel recognized these risks of an
2 adverse finding on certification as to these claims.

3 29. Defendants's time keeping records, payroll records, and review other relevant data
4 points, were analyzed to come up with a damage model to determine Defendants's exposure.

5 30. Class certification was somewhat uncertain given the numerous hurdles necessary
6 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
7 Plaintiff also considered Defendants's; arguments that subsequent decisions citing and relying on
8 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
9 more difficult to certify a class in this case based upon the need to demonstrate that common
10 issues are superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran*
11 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due process
12 grounds. However, Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to the
13 facts in this case. Additionally, Plaintiff believes the cases denying certification are distinguishable
14 and that the facts in this case are more akin to the facts in cases where certification had been
15 granted, Class Counsel recognize the risk of an adverse finding on certification and considered and
16 weighed this risk in determining to settle and compromise these claims. Lastly, Plaintiff believe
17 the decisions in *Sav-On Drug Stores, Inc. v. Sup. Ct.*, (2004) 34 Cal. 4th 319, 340 and *Bell v*
18 *Famers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the applicable framework for class
19 certification trial by formula plans. See also *Duran v. Superior Court*, 2014 Cal. LEXIS 5569
20 (Cal. Aug. 13, 2014).

21 31. Further, beyond the risk of an adverse ruling on the merits or certification, Class
22 Counsel considered the fact that continued litigation would likely take years and would be
23 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
24 appellate proceedings are likely to occur, which will surely drag the case far into the future even
25 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
26 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
27 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
28 Given these realities, it is highly likely that the future expense of this litigation, and its likely

1 duration if the settlement is not approved, would be significant and weigh heavily in favor of
2 approval of this settlement.

3 32. The GSA is well within the acceptable range of reasonableness for the claims of the
4 Settlement Class Members. The Parties estimated that there were approximately 450,000
5 workweeks at issue in the class period (and 225,000 pay periods), 4.3 shifts per workweek,
6 1,935,000 shifts, 77,357 in the PAGA period, and approximately 5,500 employees in the class.
7 The average hourly rate was approximately \$19.11 per hour.

8 a. **Rounding**: Plaintiff alleged that Defendantss unlawfully rounded employee time
9 punches to the detriment of employees. Plaintiff alleged that while the rounding policy purported
10 to be facially neutral, it inured to the benefit of the employer because employees were required to
11 report to work early and work after their scheduled end of shift to prepare for the day, begin
12 supervision, and complete the duties and tasks assigned. Plaintiff also argued that employees were
13 encouraged to log in early and begin working before their scheduled start times by Defendants by
14 virtue of Defendants's attendance and tardy policy. Thus, Plaintiff argued that she and her co-
15 workers reported to work early and began working immediately after clocking in and should have
16 been paid for all hours worked. Plaintiff also argued that rounding practices in California were
17 unlawful in light of recent Supreme Court guidance in *Donohue v. AMN Servs., LLC*, 11 Cal. 5th
18 58 (2021) and *Troester v. Starbucks Corp.*, 5 Cal. 5th 829 (2018).

19 i. Defendantss offered evidence that the rounding policy was facially
20 neutral and employees often benefitted from the rounding practices.
21 Defendantss also disputed Plaintiff's contentions that its rounding
22 practices were unlawful in California. Defendants argued an
23 employer may use a rounding policy if it "is fair and neutral on its
24 face and '... is used in such a manner that it will not result, over a
25 period of time, in failure to compensate the employees properly for
26 all the time they have actually worked.'" (*See's Candy Shops, Inc. v.*
27 *Superior Court* (2012) 210 Cal.App.4th 889, 907.) "[C]ourts have
28 upheld an employer's rounding policy if "on average, [it] favors

1 neither overpayment nor underpayment,..”(Silva v. See's Candy
2 Shops, Inc. (2016) 7 Cal.App.5th 235, 249 (See's Candy II).
3 Defendantss argued that its rounding policy was facially neutral and
4 lawful because the system gave equal opportunity to round up or
5 down. Defendantss further argued that to the extent there was any
6 liability Plaintiff's estimates of liability were vastly overblown
7 because any such liability had to be calculated at minimum wage
8 rather than the average regular rate.

9 ii. Plaintiff estimated Defendants's maximum exposure on the
10 rounding claim to be approximately \$2,033,781.75 [.1 (6 min per
11 shift) x 1,935,000 shifts x \$19.11 (average rate of pay) x .55 (% of
12 shifts with underpayment due to rounding).] Plaintiff estimated the
13 realistic value of the claim taking into account Defendants's
14 defenses and issues of proof as \$813,512.70 [.1 (6 min per shift) x
15 1,935,000 shifts x \$19.11 (average rate of pay) x .55 (% of shifts
16 with underpayment due to rounding) x .4 (likelihood of certification
17 and success on claims)].

18 b. **Off-the-Clock Minimum Wage and Overtime:** Plaintiff further asserted that
19 Defendants failed to pay at least minimum wage for each hour worked and overtime as required,
20 as Plaintiff and the Class Members were required to work off the clock before and after shifts, and
21 during meal periods to meet Defendantss' demands and requirements. Plaintiff argued that this off
22 the clock work typically occurred on shifts of eight hours and, thus, payment for these hours
23 worked should have been made at the overtime rate. Defendantss argued that its timekeeping
24 policies were legally compliant and it strictly prohibited employees from working off the clock.
25 Defendantss also argued that they trained employees to clock in before performing any work, and
26 to promptly report any suspected violation of the policy prohibiting off the clock work.
27 Defendantss also argued that they trained employees that all hours worked should be recorded and
28

1 trained them on how to ensure such hours worked were captured (if a time clock was unavailable)
2 as necessary.

3 i. Defendantss argued that it was factually unaware of any off the
4 clock work, and did not mandate any such off the clock work. Thus,
5 Defendantss contended that to the extent any work was performed
6 off the clock (which it denied), this was an individualized issue
7 which could not be certified.

8 ii. Plaintiff estimated Defendants's maximum exposure on this claim to
9 be approximately \$5,062,500 [.75 (45 min per week) x 450,000
10 workweeks x \$15.00 (minimum wage).] Plaintiff estimated the
11 realistic value of the claim taking into account Defendants's
12 defenses and issues of proof as \$506,250 [.75 (45 min per week) x
13 450,000 workweeks x \$15.00 (minimum wage) x .1 (likelihood of
14 certification and success on claims)].

15 c. **Meal Periods, Rest Periods, and Accurate Premiums:** Plaintiff further alleged that
16 Defendants failed provide lawful meal breaks and authorize and permit rest breaks as a
17 consequence of Defendantss' staffing and scheduling practices, lack of coverage, work demands,
18 and Defendantss' policies and practices. Plaintiff also argued that employees were required to
19 carry communications devices (walkie talkies) at all times, including during meal and rest breaks.
20 Plaintiff also contended that Defendantss encouraged employees to remain on premises meal
21 periods and rest periods so such periods could be interrupted and employees could return to work
22 to assist with tasks and supervise as necessary. Plaintiff also argued that Defendants failed to
23 provide meal periods on shifts between 5 and 6 hours and on shifts over ten hours as required by
24 law without a valid waiver. Further, with regard to rest periods, Plaintiff argued that Defendantss
simply did not provide the as a matter of practice.

25 i. Defendants argued that its policies were facially compliant with the
26 law, and that employees were trained regarding the importance of
27 taking meal and rest periods, and meal and rest period requirements.
28 Defendantss further argued that they maintained extra staffing in

1 their facilities to ensure that there was coverage during meal and rest
2 periods, and that as a matter of practice they worked to ensure that
3 such periods were lawfully provided. Defendantss disputed any
4 contention that employees were required to remain on premises or
5 remain available during meal or rest periods. Further, Defendants
6 argued that employees were free to leave the premises during meal
7 and rest periods if they wished. If employees chose to remain on
8 premises during meal or rest periods, it was a matter of individual
9 preference and there was nothing unlawful about such a practice.
10 Defendantss also produced significant evidence, including time and
11 payroll records, memos, and policies, demonstrating that meal
12 periods were provided in accordance with the law, and if an
13 employee indicated that they had not been provided a meal period, a
14 meal period premium payment was paid. Defendantss produced
15 evidence demonstrating that they had paid several hundred thousand
16 dollars in meal period premiums during employment. Defendantss
17 also produced exemplars of waivers for meal periods on shifts less
18 than 6 hours and for second meal periods on shifts of between 10
19 and 12 hours. Defendantss also produced evidence that, in practice,
20 employees were free to take lawful rest periods and were free from
21 control. Thus, Defendants denied all liability and reasoned that all
22 period premiums owed were paid as required by law. Separate and
23 apart from these violations, Plaintiff also argued that Defendants
24 failed to pay premiums at the regular rate as required by *Ferra v.*
25 *Loews Hollywood Hotel, LLC*, 11 Cal. 5th 838 (2021), as such the
26 premiums did not include all earned non-discretionary sums.
27 Defendantss argued that their policies complied with the law, any
28 additional sums were discretionary, and they always paid all sums

owed, and that to the extent there was any underpayment (which they denied), it was not willful.

ii. Estimated maximum exposure for unlawful meal periods: 1,716,345 (shifts greater than six hours) x \$19.11 x .035 (violation rate) = \$1,147,977.35. Realistic value taking into account Defendants's defenses and issues of proof: \$1,147,977.35 x .5 (likelihood of certification and success on merits)= \$573,988.68

iii. Estimated maximum exposure for unlawful rest periods (assuming 100% violation rate): 1,884,690 shifts over 3.5 hours x \$19.11 = \$36,016,425.90. Realistic value taking into account Defendants's defenses and issues of proof = 1,884,690 shifts over 3.5 hours x \$19.11 x .25 (violation rate) x .2 (likelihood of certification and success on merits) = \$1,800,821.30.

d. **Reimbursement:** Plaintiff also alleged that the Class Members incurred necessary expenses in the discharge of their duties, including, without limitation, related to the use of cellular phones, and a personal home computer and internet particularly during the pandemic. Plaintiff alleged that, during the pandemic, Plaintiff and the Class Members were required to perform certain functions remotely and in furtherance of their job duties as employees for Defendantss but were never reimbursed nor indemnified by Defendantss for the cost associated, and Plaintiff and the Class Members should have been reimbursed for said usage.

i. Defendantss argued that employees were provided with all equipment necessary to perform their job functions, and there was no expectation that employees would use personal devices or computers to perform any job functions. Defendantss also contended that during the pandemic operations were wholly shut down for a period of time and that employees were not expected to use their personal computers or devices to perform any duties. Defendantss further argued that to the extent employees incurred any expenses in the course of performing their job duties, employees

1 were made aware of procedures for seeking reimbursements and that
2 Defendants maintained a legally compliant reimbursement
3 mechanism.

- 4 ii. Plaintiff estimated Defendants's maximum exposure on this claim to
5 be approximately \$2.5 million [$\40 (average expenses) $\times$ 62,500
6 months]. Plaintiff estimated the realistic value of the claim taking
7 into account the defenses and issues of proof as \$500,000 [$\40
8 (average expenses) $\times$ 62,500 months $\times$.2].

9 e. **Wage Statement Penalties:** Plaintiff also sought derivative wage statement penalties
10 for the violations set forth in the complaint and direct wage statement penalties for the failure to
11 indicate the rates earned on wage statements.

- 12 i. Defendantss contended they complied with all wage statement
13 requirements, and all information on the wage statements was
14 accurate and reflected the amount of money paid to employees.
15 Defendantss contended that Plaintiff could not demonstrate that any
16 violation (to the extent any existed which they denied) was
17 intentional or willful. Defendantss also contended penalties were
18 not available for certain derivative violations. Defendantss also
19 contended that no employee suffered injury because of any alleged
20 violations.

- 21 ii. There were approximately 1,875 employees and 77,357 pay periods
22 in the wage statement subclass. Plaintiff's expert calculated
23 maximum wage statement penalties to be approximately \$7,641,950.
24 Given the strength of Defendants's defenses and potential issues
25 related to any injury suffered under the statute, Plaintiff's counsel
26 estimated the value of this claim to be approximately \$764,195.

27 f. **Labor Code Section 203 – Waiting Time Penalties:** Plaintiff also sought waiting
28 time penalties on both a direct and derivative basis.

- 1 i. Defendantss further contended that employees could not recover
2 waiting time penalties because all wages were lawfully paid and any
3 failure to pay all wages at the time of termination was not willful.
4 ii. Plaintiff estimated Defendants's maximum exposure as
5 \$13,152,935.20 [3,059 terminated employees x 30 days x 7.5 hours
6 per day x \$19.11]. Plaintiff estimated the realistic value of the claim
7 taking into account Defendants's defenses (including lack of
8 willfulness) and issues of proof as \$2,630,587.05 [3,059 terminated
9 employees x 30 days x 7.5 hours per day x \$19.11 x .2].

10 g. **PAGA Penalties**: Plaintiff also asserted derivative claims for violations under PAGA.

11 Defendantss asserted a number of defenses in response.

- 12 i. First, Defendantss claimed the Plaintiff's notice to the LWDA was
13 insufficient to exhaust their administrative remedies and that
14 Defendantss would prevail on summary judgment as to the PAGA
15 claim.
16 ii. Second, Defendantss defend that PAGA penalties cannot and should
17 not be stacked and that, even if they could, very few Courts have
18 ever exercised discretion to stack them. Further, it is Defendantss'
19 contention that PAGA penalties cannot be stacked, and that at most
20 just one PAGA penalty can be awarded to an aggrieved employee in
21 any one pay period. See Labor Code section 2699 (f)(2) (authorizing
22 awardable PAGA penalties to be measure by "each "each aggrieved
23 employee per pay period"); *Smith v. Lux Retail North America, Inc.*,
24 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading
25 that sought the "stacking of penalties"; "[f]or the single mistake of
26 failing to include commissions in the overtime base, plaintiff has
27 asserted five (count them, five) separate labor code violations that
28 could lead to statutory penalties;" "is it plausible that we would

1 really pile one penalty on another for a single substantive wrong?";
2 noting that "no actual holding in any judicial decision has ever
3 blessed such stacking"). As such, and for this initial reason,
4 Defendantss contend that the maximum potential recovery in this
5 action is significantly lower than as stated by Plaintiff.

- 6 iii. Third, Defendantss argue that even were liability established, one
7 does not reach the second-tier penalty for that violation unless and
8 until the employer is first cited for the violation, and that
9 Defendantss had never been cited. *See Amalgamated Transit Union*
10 *Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
11 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent
12 violation penalties, the issue is not whether [Defendants] willfully
13 violated the Labor Code, but rather whether a court or commissioner
14 had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*,
15 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been
16 notified that it is violating a Labor Code provision (whether or not
17 the Commissioner or court chooses to impose penalties), the
18 employer cannot be presumed to be aware that its continuing
19 underpayment of employees is a 'violation' subject to penalties" at a
20 second tier); *Robinson v. Open Top Sightseeing San Francisco,*
21 *LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal.
22 Feb. 14, 2018) (applying "initial" penalty to each violation of § 226
23 and § 2699(f)(2) because there was no evidence showing Defendants
24 was previously notified its practice violated § 226); *Willis v. Xerox*
25 *Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for
26 a plaintiff to recover for a 'subsequent violation,' an employer must
27 have notice that it has violated the Labor Code"). As such,
28 Defendantss contend that Plaintiff's calculations are inflated not
only because they "stack" penalties for a single person during a

single pay period, but because the penalties Plaintiff would be awarded in each instances are at an inapplicable (doubled) rate.

iv. Fourth, Defendantss deny that a violation for each pay period can be established. Defendantss state that because the PAGA Action heavily relies on the same allegations made in the Class Action, they are subject to the same defenses, and, thus, for the same reason Defendantss believe there will be no damages collectible in the class action, no PAGA penalties would be awarded, either.

v. Fifth, Defendantss assert that individualized issues predominate the PAGA claims, making the claims unmanageable for trial (despite Plaintiff's contentions that there is no manageability requirement for trial).

vi. Sixth, Defendantss asserted that Plaintiff could not obtain penalties under Labor Code section 226.3, because Defendantss maintained they did not violate Labor Code section 226, and, to the extent there was any violation, it was inadvertent.

vii. Finally, Defendantss point out that there is no conduct shown by Plaintiff that would demonstrate any Labor Code violations by Defendantss are knowing and intentional such that PAGA penalties would be justified. Defendantss argued that the Court could reduce any penalty potentially due where, as Defendantss contend, any technical violation of law would have been inadvertent and in good faith, particularly where the law is undefined and capable of differing interpretations. Section 226, for example, is not violated where the employer acted in "good faith." See *Pedroza v. PetSmart, Inc.*, 2012 WL 9506073 (C.D. Cal. June 14, 2012) ("The good faith defense to the willfulness element of these sections [226, 203] is clearly established under California law"); *Woods v. Vector Mktg. Corp.*, 2015 WL 2453202, at *3 (N.D. Cal. May 22, 2015) ("The

1 'good faith dispute' rule has been extended by courts to apply to
2 California Labor Code Section 226 wage statement penalties").
3 "Mere recklessness" is not a basis for liability. *Pedroza*, 2012 WL
4 9506073, *5. Defendantss further contend that an award of PAGA
5 penalties in addition to class action damages is discretionary, and
6 thus insists a Court is unlikely to exercise its discretion to award any
7 PAGA penalties in this Action where class action damages are
8 available to Class Members. See Labor Code section 2699 (e)(2).
9 Defendantss further contend that such an award of PAGA penalties
10 in addition to class action damages would constitute an unjust,
11 arbitrary, oppressive or confiscatory double recovery.

12 viii. While Plaintiff believes that it is possible to recover the subsequent
13 violation rate for penalties and that stacking is permissible, Plaintiff
14 also understands the risks inherent should the Court not exercise its
15 discretion to grant any PAGA penalties, in addition to potential
16 issues on the merits, trial manageability, and the possibility that the
17 Court does not use permit stacking of penalties or permit the use of
18 the subsequent violation rate when providing penalties. Plaintiff
19 also understands that the bar for establishing knowing and
20 intentional violations of the Labor Code may not be easily met under
21 the circumstances.

22 ix. Plaintiff estimated that for each PAGA violation, there was a
23 maximum liability of approximately \$15,283,900 (based upon 1875
24 employees, 77,357 pay periods at \$100/\$200 penalties). At \$100 per
25 pay period, each PAGA violation posed a maximum liability of
\$7,735,700.

26 33. Based on these figures, taking into account the risks associated with continued
27 litigation and certification, and differences in the Parties' estimates of violation rates, Plaintiff
28 estimated the maximum exposure for the claims asserted to be approximately \$67.56 million

1 (exclusive of PAGA). Plaintiff estimated the realistic exposure for the claims asserted (exclusive
2 of PAGA) to be approximately \$7.59 million. The realistic exposure including one PAGA
3 violation at \$100 for each pay period was estimated to be \$15.33 million. Accordingly, the \$2.5
4 million settlement is approximately 32.9% of the realistic exposure for the claims asserted
5 exclusive of PAGA (16.5% of the realistic exposure for the claims inclusive of PAGA at \$100 per
6 pay period). Thus, I respectfully submit that the settlement is well within the ballpark of
7 reasonableness. Even though Plaintiff disputes the merits of Defendantss’ defenses to class
8 certification and liability, she cannot ignore the fact that if those defenses were successful,
9 they would eliminate or substantially reduce any recovery on behalf of the Settlement
10 Class.

11 34. As a result, the GSA of \$2,500,000 represents a reasonable recovery. The proposed
12 GSA is within the “ballpark of reasonableness” and should be approved. Counsel for Plaintiff
13 believe that this is a fair and reasonable Settlement in light of the complexities of the case, the
14 state of the law and uncertainties of class certification and litigation, the policies and practices
15 Defendants has had in place or implemented during the purported liability period, and the benefit
16 to be recovered for the Class. Given the risks inherent in litigation, this settlement is fair,
17 adequate, and reasonable and is in the best interests of the Settlement Class, and should be
18 preliminarily approved. The risk of further litigation is substantial, while the benefit of the
19 Settlement is immediate and real.

20 35. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs
21 or Enhancements are not awarded, the difference in those amounts will be added to the NSA. This
22 is a guaranteed amount of money paid to Settlement Class Members now, rather than the
23 continued risk of further litigation and receiving no money sometime in the far future and after
24 trial and appeals.

25 36. The Class Representative has provided extensive supporting documents and
26 assisted Class Counsel in developing information necessary to litigate and settle this case. Plaintiff
27 also conducted record review and consultation with counsel in preparation for discovery and
28 eventual mediation, and to assist in evaluating and proving the claims. The settlement provides for

1 a Payment to be paid to the Class Representative in the amount of \$10,000 subject to Court
2 approval. The purpose is to compensate the Class Representatives an additional enhanced
3 payment, taking into consideration the risks, time, effort and expenses incurred in coming forward
4 to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement
5 Class Members who otherwise, would probably not file their own individual claims to recover
6 what may be relatively low damages. 5,500 Settlement Class Members have little incentive to
7 litigate their claims that were worth a relatively small amount on an individual basis where the
8 out-of-pocket expense and personal commitment necessary to litigate each claim potentially
9 outweighs the recovery. Further, the Payment of \$10,000.00 as a Service Payment to the Class
10 Representative is a very fair and justified as part of the Settlement based on the risks Plaintiff has
11 taken and benefits conferred upon the Settlement Class. Plaintiff provided additional data and
12 information to counsel, relayed her experiences to counsel, and analyzed the Settlement and
13 determined that it was in the best interests of the Settlement Class of which she was a part. Her
14 consultation with counsel to assist in evaluating the Settlement was vital in bringing this matter to
15 a resolution.

16 37. Class certification, as requested by the Parties for the purposes of the settlement
17 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
18 claims all stem from the same alleged conduct, i.e., that Defendants violated California law
19 because they: (1) failed to pay all wages earned; (2) failed to provide rest periods and meal
20 periods; (3) failed to reimburse business expenses; (4) failed to timely pay wages; (5) failed to
21 provide accurate and itemized wage statements; and (6) engaged in unfair competition. In
22 addition to compensatory damages and penalties, Plaintiff and the Settlement Class seek
23 restitution, attorneys' fees, costs, and interest. Under these specific circumstances, the
24 commonality requirement for class certification is satisfied as these claims are susceptible to
25 common proof. The typicality requirement for certification is also met as it is alleged that the
26 Class Representative and the proposed Settlement Class were subjected to similar violations based
27 upon similar conduct, policies and practices. The typicality requirement for class certification for
28 settlement purposes is further satisfied because the Class Representative and the proposed

1 Settlement Class Members all claim that Defendantss committed similar violations based upon
2 similar conduct, policies, and practice and they seek the same remedies.

3 38. The adequacy requirement for certification is also met. The Class Representative
4 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
5 Class Representative will receive a reasonable award for the time and effort spent assisting Class
6 counsel with factual issues surrounding the case. Other than this specific payment to the Class
7 Representative, all of the Settlement Class Members will receive a proportionate share of the
8 NSA, as detailed above provided they do not exclude themselves. Further, all PAGA Members
9 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
10 no conflict of interest between the Class Representative and the Settlement Class Members.
11 Further, the NSA will be fairly distributed among Participating Settlement Class Members, and no
12 “settlement allocation” questions will be raised.

13 39. Common questions of law and fact predominate over individual questions and
14 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
15 proposed Settlement Class in this case is sufficiently cohesive, since all Settlement Class Members
16 share a common nucleus of facts and potential legal remedies, and since all of the Settlement Class
17 Members and the Class Representatives seek compensation for unpaid wages and other civil and
18 statutory penalties from Defendants for the allegations described in the Complaints. Common
19 questions about compensation or lack thereof for work performed by Settlement Class Members
20 and the Settlement Class Members’ potential legal remedies are identical. The alternative method
21 of resolution is individual claims for relatively small amounts of damages, but individual cases
22 would be uneconomical for potential Plaintiff because the cost of litigation dwarfs potential
23 recovery. Therefore, a class action is the preferred method of resolution.

24 40. The class notice plan here calls for the Settlement ILYM Group, Inc. to mail a
25 Notice of Proposed Class Action Settlement to all known and reasonably ascertainable Settlement
26 Class Members based on Defendants’ records.

27 41. Within forty-five (45) calendar days from the Order granting preliminary approval,
28 Defendants shall provide a database containing the following information for each Settlement

1 Class Member (“Settlement Class database”): (1) the full name, last known address, and full social
2 security number of all Settlement Class Members; and (2) the information necessary to determine
3 the estimated settlement allocation to each Settlement Class Member, including without limitation,
4 the total number of work weeks in which each Settlement Class Member worked any regular hours
5 in the Settlement Class Period and the total number of pay periods in which each PAGA
6 Employee worked any regular hours during the PAGA Period.

7 42. Within fourteen (14) calendar days upon receipt of the Class database, the
8 Settlement Administrator will run a check of the Class Members’ addresses against those on file
9 with the U.S. Postal Service’s National Change of Address List; this check will be performed only
10 once per Settlement Class Member by the Settlement Administrator.

11 43. Within twenty-one (21) calendar days after the Class Database is provided to the
12 Settlement Administrator, the Settlement Administrator will mail the Class Notices and Notices of
13 Settlement Award to Settlement Class Members by first class United States mail. There will be a
14 forty-five (45) day period from the date the Class Notices are mailed during which Class Members
15 can dispute the information contained in the Class Notice, file an objection, or “opt-out” by
16 submitting a Request for Exclusion Form. In the case of a second mailing to the Settlement Class
17 Member, for example because of an undeliverable mailing, the forty-five (45) day period shall be
18 computed from the date of the second mailing.

19 44. To provide the best notice practicable, any Class Notice returned to the Settlement
20 Administrator as non-deliverable with an updated mailing address affixed shall be sent by First
21 Class U.S. Mail to the forwarding address affixed thereto. If a Class Notice is returned as
22 undeliverable without a forwarding address affixed thereto, the Settlement Administrator shall
23 attempt to locate a current mailing address for the Settlement Class Member by skip tracing and
24 will mail the Class Notice to the updated address identified. If no current address can be located,
25 the Class Notice for that individual will be deemed undeliverable.

26 45. Each Qualified Class Member will be paid a pro-rata share of the Net Settlement
27 Amount, as calculated by the Settlement Administrator. The pro-rata share will be determined by
28 multiplying the Net Settlement Amount by the fraction that results from dividing the number of

1 work weeks the Qualified Class Member worked any regular hours as a non-exempt, hourly paid
2 employee in California during the Settlement Class Period divided by the total of all weeks in
3 which the Qualified Class Members worked any regular hours during the Settlement Class Period.
4 If a Class Member disputes the number of Workweeks, any evidence to support that dispute may
5 be presented to the Settlement Administrator in accordance with the procedures set forth in the
6 Class Notice.

7 46. The notice is consistent with the class certification notices approved by numerous
8 state and federal courts, and is the best notice practicable under circumstances of this case. The
9 proposed Settlement Class Members are ascertainable because all of the Settlement Class
10 Members have worked for Defendants during the Class Period and can be identified through
11 Defendants' records. To the best of my knowledge, neither party or its counsel owns or is
12 affiliated with ILYM.

13 47. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
14 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
15 is accurate, objective, and understandable to Settlement Class Members, as is required under
16 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
17 liability by Defendants and recognizes the Court has not ruled on the merits. It also states the final
18 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
19 Class Members on how to object or exclude themselves from the Settlement. Therefore,
20 Settlement Class Members will have the option to participate or exclude themselves simply by
21 following the instructions in the notice. The Settlement Class consists of primarily of non-exempt
22 employees who speak English and worked for Defendantss during the relevant time period. Thus,
23 the Notice of Class Action Settlement is drafted in a manner that is likely to be readily understood
24 by the Settlement Class. Accordingly, the Notice complies with the standards of fairness,
25 completeness and neutrality required of a Notice of Class Action Settlement. The Notice therefore
26 is neutral, objective and understandable.

27 48. The Parties agree to fully cooperate with each other to accomplish the terms of the
28 Settlement including, but not limited to, execution of such documents and taking such other action

1 as reasonably may be necessary to implement the terms of the Settlement. The Parties to the
2 Settlement shall use their best efforts, including all efforts contemplated by the Settlement and any
3 other efforts that may become necessary by order of the Court, or otherwise, to effectuate the
4 Settlement and the terms set forth herein.

5 49. I have a great deal of experience in wage and hour class action litigation. I have
6 obtained certification of several classes, I have been approved as class counsel in many other
7 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
8 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
9 lead counsel, all of which implicated similar law and facts to those associated with this action:

10 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
11 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
12 wages for meal period and rest periods and resultant penalties. Class
13 Notice pending.

14 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case
15 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
16 classification of insurance claims adjusters employed by Gallagher Bassett, a third
17 party administrator (TPA) in the State of California. Certification granted. Plaintiff'
18 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
19 fully distributed.

20 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
21 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
22 overtime and meal and rest break violations for production workers in the State of
23 California. Plaintiff' Counsel appointed as Lead Counsel. Case settled, Final Approval
24 granted, no objections and funds fully distributed.

25 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
26 Wage and Hour Class Action case seeking past wages for meal and rest period
27 violations for retail employees in the State of California. Plaintiff' counsel appointed
28 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully

distributed.

e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff' counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal

1 and rest break violations for security officers in the State of California. Plaintiff'
2 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
3 objections and funds fully distributed.

4 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
5 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
6 seeking past wages for meal and rest break violations for security officers employed by
7 Defendants in the State of California. Plaintiff' counsel and co-counsel. Case settled,
8 Final Approval granted and funds fully distributed.

9 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
10 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
11 meal and rest break violations for housekeepers employed by Defendants in the State
12 of California. Plaintiff' counsel appointed as lead counsel. Case settled, Final Approval
13 granted, no objections and funds fully distributed.

14 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
15 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
16 rest period violations for non-exempt employees employed by Defendants in the state
17 of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
18 petitioned the Court for Lead Counsel.

19 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
20 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
21 for field and branch employees of Defendants in the State of California. Plaintiff'
22 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

23 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
24 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
25 employees of Defendants in the State of California. Plaintiff' counsel appointed as lead
26 counsel. Case settled, Final Approval granted, no objections and funds fully
27 distributed.

28 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.

07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of California. Plaintiff' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co., Inc.*, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by Defendants in the State of California. Plaintiff' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendants, DBA Carl's Jrs. in the State of California. Plaintiff' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by Defendants in the State of California. Plaintiff' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendants in the State of California. Plaintiff' counsel appointed lead counsel. Case settled, Final Approval granted, no objections

1 and funds fully distributed.

2 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
3 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
4 and rest break violations for production workers employed by Defendants in the State
5 of California. Plaintiff' counsel appointed lead counsel. Cased settled; final approval
6 granted; no objections and funds fully distributed.

7 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
8 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
9 meal and rest period violations for production employees employed by Defendants in
10 the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
11 Approval granted, no objections and funds fully distributed.

12 50. Here, the Parties' agreement to pay Class Counsel Fees of 33.33% of the GSA is
13 reasonable. My firm and I have been the only counsel to represent Plaintiff the Settlement Class in
14 this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee
15 basis. The legal issues raised drew significantly upon our experience and the extensive review and
16 analysis of documents and information by me and others at my firm. In a complex action such as
17 this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for
18 contingency fees.

19 51. Additional hours will be required due to the administration of the Settlement by Class
20 Counsel, administration of the Settlement, and preparation for final approval, the attorneys' fees
21 exceed the requested amounts. To the extent the Court would like to receive detail regarding the
22 hours our firm has invested in this matter as Class Counsel, we will provide this information to the
23 Court in advance of the final approval hearing. Plaintiff's counsel will file a motion for attorneys'
24 fees and costs to be heard concurrently with the motion for final approval in accordance with the
25 terms of the settlement agreement.

26 52. Despite the complexity of the case, Class Counsel has, through the investment of
27 substantial effort and the resources of my law firm been able to secure an outstanding settlement
28 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual

1 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
2 required to establish a significant amount of witness testimony, pattern and practice evidence,
3 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
4 their case both at the class certification stage and trial. Defendants vigorously contested liability,
5 the amount of claimed damages, and the propriety of class certification, and would have continued
6 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
7 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
8 confirmed by all known facts and circumstances, including the risk of significant delay and
9 uncertainty associated with litigation, the various defenses asserted by Defendants, and numerous
10 potential appellate issues.

11

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on November
13 14, 2022 at Irvine, California.

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James R. Hawkins, Esq.

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EXHIBIT A

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“**Settlement Agreement**” or “**Settlement**”) is reached by and between Defendants Bright Horizons Family Solutions Inc. (“**BHFS**”) and Bright Horizons Children’s Centers LLC (“**BHCC**”) (collectively “**Defendants**”) and Plaintiff Mara Santamaria (“**Plaintiff**”) (collectively Plaintiff and together with Defendants, the “**Parties**”) in connection with the case entitled *Mara Santamaria v. Bright Horizons Children’s Center, et al.* San Bernardino County Superior Court, Case No. CIVSB2210140 (“**Santamaria Case**”).

Plaintiff is represented by James R. Hawkins and Christina M. Lucio of James Hawkins APLC (“**Settlement Class Counsel**”). Defendants are represented by Elizabeth Staggs Wilson, Elisa Nadeau, and Matthew Lerner of Littler Mendelson P.C. (“**Defense Counsel**”).

On September 23, 2021, Plaintiff filed a Class Action Complaint in San Francisco Superior Court against BHCC (“**SF Complaint**”). The SF Complaint alleged that BHCC: (1) failed to pay wages; (2) failed to provide meal periods as required; (3) failed to provide rest periods as required; (4) failed to reimburse business expenses; (5) failed to pay timely wages (6) failed to provide accurate itemized wage statements; and (7) violated Business & Professions Code § 17200, *et seq.* On May 17, 2022, Plaintiff filed a Class Action Complaint in San Bernardino Superior Court against BHCC (“**Complaint**”). The Complaint alleged that BHCC: (1) failed to pay wages; (2) failed to provide meal periods as required; (3) failed to provide rest periods as required; (4) failed to reimburse business expenses; (5) failed to pay timely wages (6) failed to provide accurate itemized wage statements; and (7) violated Business & Professions Code § 17200, *et seq.* On August 5, 2022, Plaintiff filed a First Amended Complaint against Defendants in the San Bernardino action for: (1) failure to pay wages, including minimum wages and overtime at the correct rates and for all hours worked; (2) failure to provide meal periods as required, or premiums at the correct rate in lieu; (3) failure to provide rest periods as required, or premiums at the correct rate in lieu; (4) failure to reimburse business expenses; (5) failure to pay timely wages during employment (6) failure to timely pay wages upon separation or termination from employment; (7) failure to provide accurate and itemized wage statements; (8) violation of Business & Professions Code § 17200, *et seq.*; and (9) civil penalties under Private Attorneys General Act , Labor Code section 2698, *et seq* (“**Operative Complaint**”).

On September 22, 2021, Plaintiff submitted a letter to the Labor and Workforce Development Agency (“**LWDA**”) for the purpose of complying with Labor Code § 2699.3’s notice requirement, giving notice of Plaintiff’s allegations based upon the legal claims set forth in the SF Complaint. On August 5, 2022, Plaintiff submitted a second letter to the LWDA for the purpose of complying with Labor Code § 2699.3’s notice requirement, giving amended and supplemental notice of Plaintiff’s allegations based upon the legal claims set forth in the Operative Complaint (“**PAGA Notice**”).

On May 17, 2022, following mediation, the Parties agreed, subject to approval by the Court, to the Settlement of this case, with Plaintiff agreeing to amend the Complaint and PAGA notice to conform to the allegations made and forming the basis of the settlement agreed upon. The Operative Complaint and PAGA Notice conform to the claims made by Plaintiff during the litigation and at mediation and the basis for the agreed settlement. This Settlement Agreement memorializes the Parties’ settlement of the Santamaria Case.

Defendants have denied and continue to deny any liability or wrongdoing of any kind associated with the claims alleged in the Santamaria Case and those released as part of the Settlement Agreement. Defendants further deny that, for any purpose other than settling the Santamaria Case, the Santamaria Case is appropriate for class or representative treatment. Defendants contend that they complied with federal and California law in all respects and do not concede that any joint employment, alter ego, integrated enterprise, or similar relationship exists between or amongst them. Nothing in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any Defendants.

Nonetheless, Defendants have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Santamaria Case. The Defendants have concluded that further proceedings in the Santamaria Case would be protracted and expensive and that it is desirable and beneficial that the Santamaria Case be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Santamaria Case.

Accordingly, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiff, individually and as a representative of the putative class and the State of California, and Defendants agree that the Santamaria Case is finally and fully compromised as to all non-exempt, hourly-paid employees employed by BHCC and/or BHFS and settled on the following terms and conditions:

Definitions

- a) **Defendants:** Refers to Defendants Bright Horizons Family Solutions Inc. and Bright Horizons Children's Centers LLC.
- b) **Effective Date:** of the Settlement shall mean the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then sixty (60) calendar days after the date the Court enters Judgment; or (ii) if a Settlement Class Member files an objection to the Settlement, the Effective Date shall be the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.
- c) **Escalator Provision:** For purposes of mediation, Defendants represented there are approximately 450,000 weeks worked by the Settlement Class Members from April 2, 2017, through May 17, 2022. In the event that the difference between the total work weeks in Defendants' final data through September 1, 2022 and 450,000 is more than 15% of 450,000, at the option of Defendants, the Defendants shall either increase the Gross Settlement Amount pro rata, with a 15% grace margin (e.g., if the numbers increase by 16%, the Gross Settlement Amount shall

increase by 1%), or elect to move the end date for the Settlement Class Period to the latest date before September 1, 2022, with a total number of work weeks that is within the 15% buffer.

d) **Final Approval Order:** means the Court's entry of a final order approving this Stipulation of Settlement, including all settlement considerations as set forth in this Settlement Agreement: (1) releasing the Released Parties from (a) the Released Claims of each of the Qualified Class Members, and (b) the Released Claims of Plaintiff; and (2) entering judgment in accordance with this Settlement Agreement.

e) **Gross Settlement Amount:** Defendants agree to pay Two Million, Five Hundred Thousand Dollars and no cents (\$2,500,000) (the "Gross Settlement Amount") to resolve the claims in the Operative Complaint. With the exception of Defendants' share of employment taxes, which shall be paid separately by Defendants, the Gross Settlement Amount will include all payments to be made to Qualified Settlement Class Members, the Labor and Workforce Development Agency ("LWDA"), the PAGA Employees, attorneys' fees and costs approved by the Court, fees to be paid to a settlement administrator, and the enhancement award to Plaintiff. In no event shall Defendants be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes due and payable as a result of this Settlement, which shall be paid separately from the Gross Settlement Amount.

f) **Net Settlement Amount:** The Gross Settlement Amount less the Class Counsels' court-awarded attorneys' fees and costs, any court-approved enhancement award to Plaintiff, PAGA payment to the LWDA, PAGA payments to the PAGA Employees, and Settlement Administrator costs.

g) **Notice Period:** Settlement Class Members will have forty-five (45) days from the mailing or re-mailing of the class settlement notice (the "Notice Period") to mail to the Settlement Administrator their objection to the Settlement or to indicate their decision to opt out of the Class Settlement.

h) **PAGA Employees:** All persons who are Settlement Class Members who were employed at any time during the PAGA Period.

i) **PAGA Period:** The time period from April 2, 2020 through September 1, 2022 or an earlier date based on the Escalator Provision.

j) **Preliminary Approval Date:** means the date the Court enters the preliminary approval order preliminarily approving the settlement set forth in this Settlement Agreement.

k) **Released Parties:** Defendants Bright Horizons Family Solutions Inc., and Bright Horizons Children's Centers LLC, and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

- l) **Qualified Class Member:** Any individual who is a Settlement Class Member who does not opt out within the Notice Period.
- m) **Qualified Class Member Payment:** A Qualified Class Member's share of the Net Settlement Amount.
- n) **Settlement Administrator:** ILYM Group, Inc. shall be the Settlement Administrator and will administer the payments to the Qualified Class Members and PAGA Employees and otherwise carry out the administration of this Agreement pursuant to the Court's order.
- o) **Settlement Class Counsel:** James R. Hawkins and Christina M. Lucio of James Hawkins APLC.
- p) **Settlement Class Members:** All current and former nonexempt, hourly-paid employees employed by Defendants, or either of them, in California at any time during the Settlement Class Period.
- q) **Settlement Class Period:** The time period is April 2, 2017 through September 1, 2022, or an earlier date based upon the Escalator Provision.

Terms

1. Settlement Class

For purposes of this Settlement Agreement only, the Parties stipulate to the certification of one "**Settlement Class**" consisting of: all current and former nonexempt, hourly-paid employees of Defendants, or either of them, employed in California at any time from April 2, 2017, through the end of the Settlement Class Period.

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

The Parties are not certifying any PAGA claims. In support of this Settlement Agreement, Plaintiff will request that the Court certify, for settlement purposes only, all non-PAGA claims that have been asserted as to the Settlement Class Members, to which Defendants do not oppose or object.

2. Release

Upon the Effective Date and Defendants' depositing of the Gross Settlement Amount, the claims released by the Qualified Class Members and PAGA Employees will include all claims pleaded in the Operative Complaint in the Santamaria Case, all claims under the Fair Labor

Standards Act (“FLSA”) related to the claims in the Santamaria Case, any PAGA letters and amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Santamaria Case, and all claims which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Santamaria Case, against the Released Parties, for work performed during the Settlement Class Period, including the following:

- a. The claims set forth in the Santamaria Case, specifically, (1) failure to pay and/or accurately calculate minimum, regular, overtime, and double time wages (Violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199); (2) failure to provide meal periods or properly pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to provide rest periods or properly pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure to reimburse and indemnify expenses (Violation of Labor Code §§ 2800, 2802); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failure to furnish and/or keep timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5, 1175); (7) violation of California’s Unfair Competition Law (Violation of Business & Professions Code § 17200 et seq.) in connection with claims asserted in the Santamaria Case; and (8) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) in connection with claims asserted in the Santamaria Case;
- b. Any claims predicated on the same or similar facts and/or claims alleged in the Operative Complaint and/or any PAGA letter or amended PAGA letter sent to the LWDA by Plaintiff during the pendency or prior to the Santamaria Case and incorporated therein, as well as any claims that could have been pled which arise from the facts alleged in the Santamaria Case concerning the Plaintiff or the Settlement Class, including any claims for unpaid wages (including minimum, regular, vacation and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, failure or properly pay meal period premiums in lieu of a meal period, failure to properly pay rest period premiums in lieu of a rest period, non-compliant wage statements, failure to reimburse and indemnify business expenses, failure to correctly calculate the regular rate of pay, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Santamaria Case;
- c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged, or which could have been alleged, under the facts, allegations and/or claims pleaded in the Santamaria Case; and
- d. In addition, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from

any claims predicated under the FLSA that arose in the State of California and could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Santamaria Case. The Settlement Administrator shall include a legend on the settlement check stating, "To the extent required by law, by cashing this check, I am opting into the settlement in Mara Santamaria v. Bright Horizons Children's Centers LLC, et al. San Bernardino County Superior Court, Case No. CIVSB2210140, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement."

- e. This release also includes such claims whether known or unknown, whether anticipated or unanticipated, including such claims that Settlement Class Members did not know or suspect to exist in their favor that accrued during the Settlement Class Period. This provision is limited to those claims set forth in subparagraphs (a)-(d) hereinabove.
- f. The claims set forth in subparagraphs herein and immediately above shall be collectively referred to as the "**Released Claims.**"

In addition to the Released Claims, in consideration for the enhancement payment being paid to Plaintiff, Plaintiff, upon the Effective Date and Defendants' depositing of the Gross Settlement Amount, hereby fully and finally releases and discharges the Released Parties from all known and unknown claims she has or may have against the Released Parties, of every nature and description whatsoever, up to the date of the Court's final approval of the Settlement Agreement, in addition to the Settlement Class Members' Released Claims described in the preceding paragraph. This general release of claims includes any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of Plaintiff's employment with Defendants, the termination of her employment and her other dealings with the Defendants and the Released Parties (collectively "**Class Representative's Released Claims**"). As to the Class Representative's Released Claims, the Plaintiff, understanding the significance of this waiver, waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR 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.

3. Gross Settlement Amount

The Gross Settlement Amount is to be deposited with the Settlement Administrator in accordance with this Settlement Agreement.

In no event shall Defendants be liable for the payment of any amounts exceeding \$2,500,000 with the exception of the employer's share of payroll taxes due and payable as a result of the Settlement, which shall be paid separately from the Gross Settlement Amount.

Once Defendants deposited the Gross Settlement Amount, they will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to Defendants under this Agreement, and shall have no further obligations under the terms of the Agreement regardless of what occurs with respect to those sums. Additionally, no Released Party shall have any further obligation or liability to the Plaintiff or Qualified Class Members or PAGA Employees under this Agreement.

4. Attorneys' Fees and Expenses, Plaintiff's Enhancement and Settlement Administrator Expenses

Settlement Class Counsel may petition the Court for attorneys' fees not to exceed 1/3 of the Gross Settlement Amount – i.e., \$833,333.33 (Eight Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents) – and reasonable costs not to exceed \$20,000.00 (Twenty Thousand Dollars), subject to approval by the Court. Attorneys' fees paid pursuant to this Settlement Agreement shall be inclusive of all fees in this matter. Defendants agree not to object to Settlement Class Counsel's fees up to \$833,333.33 (Eight Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents) of the Gross Settlement Amount.

Settlement Class Counsel shall also be entitled to recover their reasonable costs/expenses as approved by the Court, which shall also be paid from the Gross Settlement Amount. Any reduction by the Court of Settlement Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement Agreement.

Settlement Class Counsel may also petition the Court for an enhancement award for Plaintiff to be paid from the Gross Settlement Amount. Subject to the Court's approval, the amount of the enhancement award will not exceed \$10,000.00 (Ten Thousand Dollars and No Cents) for Plaintiff. Defendants agree not to object to an enhancement award up to the amount in this paragraph to Plaintiff, which is to be deducted from the Gross Settlement Amount.

Settlement Class Counsel may also petition the Court for an administration expenses payment for the Settlement Administrator to reimburse its reasonable fees and expenses. Subject to the Court's approval, the amount of the administration expenses payment will not exceed \$52,000.00 (Fifty-Two Thousand Dollars) to be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this Settlement Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Settlement Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Qualified Class Members.

5. PAGA Allocation from Gross Settlement Amount

The “**PAGA Allocation**” from the Gross Settlement Amount will be \$100,000 (One Hundred Thousand Dollars and Zero Cents), 75% of which (\$75,000.00 (Seventy Five Thousand Dollars and Zero Cents)) will be distributed to the LWDA as a PAGA payment, with the remaining 25% of which (\$25,000.00 (Twenty Five Thousand Dollars and Zero Cents)) to be distributed to the PAGA Employees on a pro rata basis based upon each PAGA Employee’s total pay periods worked during the PAGA Period divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period. Upon the Effective Date and Defendants’ depositing of the Gross Settlement Amount, all PAGA Employees shall be deemed to have released their claims under PAGA in their entirety and may not opt out of or object to the PAGA release. All PAGA payment distributions to PAGA Employees shall be treated as non-wages for tax purposes.

6. Preliminary Approval

Within thirty (30) days of the execution of this Settlement Agreement and after providing the moving papers and attachments to Defense Counsel with two (2) business days for review and comment, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing James Hawkins and Christina Lucio of James Hawkins APLC, as Settlement Class Counsel;
- C. Appointing Plaintiff Mara Santamaria as the Class Representative for the Settlement Class Members;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

7. Notice to Settlement Class Members

Notice to the Settlement Class Members will be provided as follows:

- A. Defendants agree to provide the Settlement Administrator, within 45 calendar days of the Preliminary Approval Date the following information: (1) the full name, last known address, and full social security number of all Settlement Class Members; and (2) the information necessary to determine the estimated settlement allocation to each Settlement Class Member, including without limitation, the total number of work weeks in which each Settlement Class Member worked any regular hours in

the Settlement Class Period and the total number of pay periods in which each PAGA Employee worked any regular hours during the PAGA Period. Within 5 calendar days from receipt of this information, the Settlement Administrator shall calculate the total number of work weeks worked by all Settlement Class Members and report that number to Settlement Class Counsel and Defense Counsel for purposes of determining whether the Escalator Provision has been triggered.

- B. Within 14 calendar days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet (comprised of the Class Notice, Notice of Settlement Award, and Request for Exclusion Form) to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as undelivered within the Notice Period shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member promptly, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have 45 days from the date of re-mailing to mail a Request for Exclusion, objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. It shall be conclusively presumed that each Settlement Class Member whose Notice Packet is not returned to the Settlement Administrator as undeliverable within 30 calendar days after the mailing date has received the Notice Packet.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion to the Settlement Administrator within the **Notice Period**.
 - i. The Request for Exclusion must be in writing and must: (1) explicitly and unambiguously state the following statement or similar statement: “I wish to exclude myself from the settlement reached in the matters of *Mara Santamaria v. Bright Horizons Children’s Centers LLC, et al.* I understand by excluding myself, I will not receive any money from the settlement reached in this matter.”; (2) contain the name, address, and the last four digits of the Social Security number or employee identification number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked within the Notice Period and returned to

the Settlement Administrator at the specified address stated in the Notice Packet. A Request for Exclusion form will be included in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted. The Settlement Administrator shall send all Requests for Exclusion to Defense Counsel and Settlement Class Counsel not later than two (2) business days after receipt of said Request for Exclusion. A Settlement Class Member who fails to comply with the opt-out procedure set forth in the Class Settlement Notice within the Notice Period, shall not be excluded and shall instead be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any potential Settlement Class Member who validly requests to be excluded from the Settlement will not be a Qualified Class Member, will not be entitled to any recovery under this Settlement Agreement (except to the extent the PAGA Settlement is approved and the Settlement Class Member is entitled to receive a share of the PAGA Allocation), and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.

- ii. At no time will the Parties or their counsel directly or indirectly seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class Member to appeal from the final judgment.

- E. Objections. Any Settlement Class Member who does not submit a valid and timely Request for Exclusion (i.e., a Qualified Class Member) may object to the proposed Settlement Agreement. The Class Notice will provide that Settlement Class Members who wish to object to the Settlement may serve on the Settlement Administrator, not later than 45 calendar days after the date the Settlement Administrator initially mails the Notice Packet to the Class Members (“Objection Deadline”), a written Objection and any supporting papers objecting to the Settlement. The Notice of Objection must be signed by the Settlement Class Member and state: (a) the full name, address, telephone number, and last four digits of the social security number or employee identification number of the Settlement Class Member; (b) the basis for the objection; (c) list identifying witness(es) the Settlement Class Member may call to testify at the Final Approval hearing; (d) provide true and correct copies of any exhibit(s) the Settlement Class Member intends to offer at the Final Approval hearing; and (e) whether the Settlement Class Member is represented by counsel and contact information of the counsel. A Settlement Class Member who does not serve an objection in the manner and by the deadline specified in the Class Notice or does not make an oral objection at the time of the Final Approval Hearing, will be deemed to have waived all right to make any objections to the Settlement, whether by appeal or otherwise. The Settlement Administrator shall send all written objections to Defense Counsel and Settlement Class Counsel not later than two (2) business days after receipt of said

objections. Any Settlement Class Member who submits a Request for Exclusion shall have no right to object to the Settlement.

- F. Notice of Settlement Award/Disputes. Each Notice Packet mailed to Settlement Class Members shall contain a Notice of Settlement Award, which shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment, as well as all of the information that was used from Defendants' records in order to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the end of the Notice Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be determined by the Settlement Administrator. The personnel records, including payroll records, of Defendants shall be considered by the Settlement Administrator and the Parties as the presumptive best evidence of the wages earned during the class period.
- G. The Settlement Administrator shall give Settlement Class Counsel and Defense Counsel a weekly update on the number of opt-out requests and/or objections it receives that week. Further, within 10 calendar days after the end of the Notice Period, the Settlement Administrator will provide Defense Counsel with a report by name and last four digits of Social Security Number listing the amount of all Individual Settlement Payments to be made to the Class Members. In addition, the Settlement Administrator shall provide Settlement Class Counsel and Defense Counsel with a list by name of all Settlement Class Members who timely opted out or objected. The name of the Settlement Class Members who timely opted out shall be included in the Settlement Administrator's declaration that will be filed with the court at the time of the hearing on the Motion for Final Approval. Within that same time period, the Settlement Administrator will provide to Settlement Class Counsel a report stating the total number of Qualified Class Members and the total number of Settlement Class Members who timely opted out or objected. The Settlement Administrator shall also promptly provide the Parties with information and/or a declaration upon request, including a declaration at or before the Final Approval Hearing confirming that the Notice Packets were mailed to all Settlement Class Members as required by this Agreement, as well as any additional information Settlement Class Counsel and Defense Counsel both deem appropriate to provide to the Court.
- H. A Qualified Class Member must cash his or her Qualified Class Member Payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Qualified Class Member at his or her correct address. If any Qualified Class Member's check is not cashed within 90 days of its initial issuance to the Qualified Class Member, the Settlement Administrator will send the Qualified Class Member a postcard, dated 90 days from the initial mailing,

informing him or her that, unless the check is cashed within 90 days of the date of this postcard, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 90-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Qualified Class Member. The Settlement Administrator will then disburse said funds to Next Door Solutions, San Jose - <https://www.nextdoorsolutions.org/>, as cy pres. In such event, the Qualified Class Member will nevertheless remain bound by the Settlement and the releases contained herein.

8. Final Approval Order and Judgment.

Within thirty (30) days after the end of the Notice Period, and after providing the moving papers and attachments to Defense Counsel with two (2) business days for review and comment, Plaintiff shall apply to the Court for entry of a Final Approval Order and Judgment:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving the PAGA Allocation and the amount and manner of payments to the PAGA Employees and the LWDA for their share of PAGA penalties as set forth in this Agreement;
- C. Approving Plaintiff's and Settlement Class Counsel's application for attorneys' fees and costs, the Class Representative Enhancement Payment, and Settlement Administrator costs;
- D. Requiring the Parties to carry out the provisions of this Agreement;
- E. Fully and finally releasing and discharging the Released Parties as to all Qualified Class Members, forever barring the assertion of the released claims as to all such Qualified Class Members as set forth in this Agreement; and
- F. Entering judgment in accordance with the release in Paragraph 2 of this Settlement Agreement, and pursuant to California Rule of Court 3.769. Pursuant to Rule 3.769(h), the Final Approval Order and Judgment shall also provide for the retention of the Court's jurisdiction over the parties to interpret and enforce the terms of the Judgment.

9. Allocation of the Settlement Amounts and Distribution of Payments

The Gross Settlement Amount shall be deposited with the Settlement Administrator within 15 calendar days after the Effective Date. Within 21 calendar days of Defendants funding the Gross Settlement Amount, the Settlement Administrator shall distribute the payments as set forth herein and ordered by the Court.

- A. The Settlement Administrator shall tender payment as follows:

- i. The attorneys' fees approved by the Court and set forth in the Final Approval Order and Judgment to be tendered to Settlement Class Counsel.
 - ii. The costs and expenses approved by the Court and set forth in the Final Approval Order and Judgment to be tendered to Settlement Class Counsel.
 - iii. The enhancement award approved by the Court and set forth in the Final Approval Order and Judgment to be tendered to Plaintiff.
 - iv. The LWDA's share of the PAGA Allocation to be tendered to the LWDA.
 - v. The PAGA Employees' share of the PAGA Allocation to be tendered to the PAGA Employees.
 - vi. The Settlement Administrator's costs as approved by the Court to be tendered to the Settlement Administrator.
 - vii. The Net Settlement Amount, as further described herein.
- B. Payment of the Net Settlement Amount. The Net Settlement Amount will be distributed to all Qualified Class Members who, by definition, have not opted out, as follows:
- i. Qualified Class Members will receive a pro rata share of the Net Settlement Amount. To calculate each Qualified Class Member's share of the Net Settlement Amount, the Net Settlement Amount shall be multiplied by a fraction, the numerator of which is the number of work weeks the Qualified Class Member worked any regular hours as a non-exempt, hourly paid employee in California during the Settlement Class Period, and the denominator of which is the total of all weeks in which the Qualified Class Members worked any regular hours during the Settlement Class Period. The resulting number shall be the Qualified Class Member's Payment.
 - ii. Thirty-Three and One-Third percent (33.33%) of the Net Settlement Amount distributed to each Qualified Class Member will be considered wages and will be reported as such to each Qualified Class Member on an IRS Form W-2.
 - iii. Sixty-Six and Two-Thirds percent (66.67%) of the Net Settlement Amount distributed to each Qualified Class Member will be considered penalties and interest and will be reported as such to each Qualified Class Member on an IRS Form 1099 misc., if applicable.
 - iv. The foregoing tax allocation shall not apply to any enhancement award paid to Plaintiff as Plaintiff will receive an IRS Form 1099 misc. for the total sum of the enhancement payment.

v. The PAGA payment distributed to each PAGA Employee will be treated entirely as civil penalties and will be reported as such to each PAGA Employee on an IRS Form 1099 misc., if applicable.

vi. Qualified Class Members and PAGA Employees shall be responsible for the proper payment of the employee's taxes on all payments and any tax withholding and deductions shall be deducted from any payments hereunder as required by law and paid from the Net Settlement Amount.

There will be no claims process and no reversion. The Settlement Administrator's failure to distribute the Gross Settlement Amount within 21 calendar days shall *not* be grounds for termination of this Agreement.

10. Confidentiality

Plaintiff and Settlement Class Counsel will not make any public disclosure of the Settlement until the filing of the motion for preliminary approval of the Settlement and motion for approval of the PAGA settlement, except that Plaintiff and Settlement Class Counsel may disclose the Settlement to the LWDA prior to the filing of the motion for approval of the PAGA settlement. Plaintiff and Settlement Class Counsel represent that they have not made any such disclosure. Settlement Class Counsel will take all steps necessary to ensure that 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 preliminary approval of the class settlement and motion for approval of the PAGA settlement are approved by the Court. Thereafter, Plaintiff and Settlement Class Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

11. Voiding Agreement

Defendants' Right to Terminate. If five percent (5%) or more Settlement Class Members timely opt out of the class settlement, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within ten (10) days after receiving from the Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. If Defendants elect to terminate the agreement based on this provision, Defendants will be responsible for paying all of the Settlement Administration costs as of the date they terminate the agreement.

Parties' Right to Terminate. Plaintiff or Defendants may terminate this settlement if after submitting the Settlement for approval to the Court, any Court declines to enter the Preliminary Approval order, the final approval order, or judgment in substantially the form submitted by the

Parties, or if the Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other party (through its/her counsel) written notice of its/her decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, Class Member, PAGA Employee, or attorney, except to the extent that the Settlement Administrator has incurred costs, in which case the Party electing to terminate the Settlement Agreement shall pay all costs incurred by the Settlement Administrator through the date of termination.
- c. The preliminary approval order, final approval order, and judgment, if entered at the time of termination, shall be vacated.
- d. The stipulation of settlement 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 prior to the settlement.
- e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Santamaria Case, or any other action for any purpose whatsoever.

12. Non-Admission of Liability

Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract, violated, or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Plaintiff or any Settlement Class Member or PAGA Employee. Defendants do not concede certification is proper for a litigation class; and the Court has not evaluated manageability of any PAGA claim. Defendants deny all liability for the claims alleged in the Santamaria Case and that any Settlement Class Member or PAGA Employee is owed any damages or penalties or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce

this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

13. Warranties and Representations

Each of the Parties to this Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement; (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Plaintiff and Settlement Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendants may distribute funds to the Qualified Class Members, PAGA Employees, Settlement Class Counsel, and the Plaintiff as provided by this Agreement.

14. Waiver and Amendment

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

15. Enforcement Action

In the event that one 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.

16. Notices to Counsel

All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Elizabeth Staggs Wilson
estaggs-wilson@littler.com
633 West Fifth Street, 63rd Floor
Los Angeles, CA 90071

Elisa R. Nadeau

ENadeau@littler.com
Matthew D. Lerner
MLerner@littler.com
50 W San Fernando St 7th Floor
San Jose, CA 95113

if to Plaintiff: James Hawkins
james@jameshawkinsaplc.com
Christina Lucio
Christina@Jameshawkinsaplc.com
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, California 92618

17. Binding Agreement

This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

18. Ongoing Cooperation

The Parties shall support the Settlement, execute all documents, and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Agreement. The execution of documents must take place prior to the Preliminary Approval Hearing. Further, Settlement Class Counsel agrees to provide preliminary and final approval papers to Defense Counsel for review at least two (2) business days before they are due to be filed.

19. Governing Law

This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

20. Severability

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Agreement shall be considered severable, except for the release provisions of Paragraph 2 of this Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 2 of this Agreement to be unenforceable or invalid as against a Qualified Class Member, then this Agreement shall become voidable by Defendants, at Defendants' election, and the payments made pursuant to this Agreement to that Qualified Class Member shall be returned to Defendants by that Qualified Class Member as to whom the release provisions have been found unenforceable or invalid. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 2, or part thereof to be invalid or

unenforceable for any reason, that provision, or part thereof, shall be severed from the Agreement, and all of the remaining provisions of this Agreement shall remain in full force and effect.

21. Entire Agreement

This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

22. Counterparts

This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

23. Singular and Plural

Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

24. Captions

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

25. Mutual Preparation of Agreement

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

Dated: October , 2022

BRIGHT HORIZONS FAMILY SOLUTIONS INC.

By: 
Name: John G. Casagrande
Title: General Counsel

Dated: October 25, 2022

BRIGHT HORIZONS CHILDREN'S CENTERS
LLC

By: 
Name: John G. Casagrande
Title: General Counsel

Dated: October , 2022

MARA SANTAMARIA
By: 
Mara L Santamaria (Oct 31, 2022 15:49 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

Dated: October 31, 2022



James Hawkins
Christina Lucio
Counsel for Plaintiff Mara Santamaria, and the
Settlement Class Members

Dated: October 26, 2022



Elizabeth Staggs Wilson
Elisa R. Nadeau
Matthew D. Lerner
Counsel for Defendants
Bright Horizons Family Solutions Inc. and
Bright Horizons Children's Centers LLC

4868-9874-7180.12 / 101872-1002

EXHIBIT 1

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY
GENERAL ACT (“PAGA”) SETTLEMENT**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

TO: All hourly paid non-exempt employees who are or have been employed by Defendants in the State of California during the period of April 2, 2017 through September 1, 2022.

The California Superior Court, County of San Bernardino, has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action” or “Santamaria Case”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court certified the following class for settlement purposes (“Class” or “Class Members”):

All hourly paid or non-exempt employees who are or have been employed by Defendant in the State of California during the period of April 2, 2017 through September 1, 2022.

The Court also approved a settlement of claims under the Private Attorney General Act (“PAGA”) for “PAGA Employees” who are:

All hourly paid or non-exempt employees who are or have been employed by Defendants in the State of California during the period of April 2, 2020 through September 1, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received this Notice?

Bright Horizons Children’s Centers LLC’s (“BHCC”) and Bright Horizons Family Solutions Inc.’s (“BHFS”) (collectively “Defendant(s)” or “Bright Horizons”) records indicate that you may be a Class Member and/or PAGA Employee. The Settlement will resolve all Class Members’ Released Claims, as described below, from April 2, 2017 through September 1, 2022 (the “Release Period”) unless you opt out of the Settlement or successfully object. You are a member of the Class if you were employed as a hourly paid non-exempt employee by Defendant in the State of California during the period of April 2, 2017 through September 1, 2022.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval] in the California Superior Court, County of San Bernardino. The Court conditionally certified the putative Class for settlement purposes only and directed that you receive this Notice. The Court also approved the PAGA settlement (described in Section 12 below).

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2023 at [time a.m./p.m.] before Judge Michael A. Sachs, located in Department S28 at the San Bernardino Justice Center located at 247 W 3rd St., San Bernardino, CA 92415.

2. What is this Case About?

The action entitled *Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140 was commenced by Plaintiff Mara Santamaria in the San Bernardino County Superior Court as a putative class action. Santamaria also pursued various claims as private attorneys general against Defendants under the California Private Attorney General Act of 2004. In effect, Plaintiff sought to represent California as a private attorney general pursuing PAGA claims by the State against Defendants relating to its wage and hour practices.

Plaintiff Mara Santamaria is referred to as “Plaintiff.” Plaintiff’s action against Defendants seeks damages, restitution, penalties, interests, costs, attorney’s fees, and other relief based on the following alleged causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay wages during employment; (6) failure to timely pay wages due upon separation or termination from employment; (7) knowing and intentional failure to comply with itemized wage statement provisions; (8) failure to indemnify necessary expenditures; (9) violation of the Unfair Competition Law; and (10) enforcement of the Private Attorneys General Act. Defendants have disputed and denied these claims.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or the Company. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff, the putative Class, the Settlement Class, or PAGA Employees.

3. *Am I a Class Member?*

You are a member of the putative Class if you were employed as an hourly paid non-exempt employee by one or more Defendants in the State of California during the period of April 2, 2017 through September 1, 2022 .

4. *How Does this Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of herself and all other similarly-situated employees. For purposes of settlement, Plaintiff and these other current and former employees comprise a “Settlement Class” and are “Settlement Class Members”. The settlement of this Action resolves the Released Claims of all Settlement Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Settlement Class. The Court file has the Settlement documents which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy via e-mail free of charge.

5. *Who are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Bright Horizons Children’s Centers LLC, and Bright Horizons Family Solutions Inc.
James R. Hawkins, Esq. SBN 192925 james@jameshawkinsapl.com Christina M. Lucio, Esq. SBN 253677 christina@jameshawkinsapl.com JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 TEL: (949) 387-7200 FAX: (949) 387-6676 Attorneys for Plaintiff MARA SANTAMARIA	Elizabeth Staggs Wilson (SBN 183160) estaggs-wilson@littler.com LITTLER MENDELSON, P.C. 633 West Fifth Street, 63rd Floor Los Angeles, CA 90071 Telephone: (213) 443-4272 Facsimile: (310) 553-5583 Elisa R. Nadeau (SBN 199000) ENadeau@littler.com Matthew D. Lerner (SBN 320776) MLerner@littler.com LITTLER MENDELSON, P.C.

	50 W San Fernando St 7th Floor San Jose, CA 95113 Telephone: (408) 961-7119 Facsimile: (408) 851-6831 Attorneys for Defendants BRIGHT HORIZONS CHILDREN'S CENTERS LLC, and BRIGHT HORIZONS FAMILY SOLUTIONS INC.
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The Court has decided that JAMES HAWKINS APLC is qualified to represent you and the other Class Members simultaneously. As part of this settlement, Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may use your own attorney or you may hire one at your own cost.

6. ***What are My Options?***

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Bright Horizons will take no actions against you in any way for either participating or not participating in this Settlement.*

- DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment based on the total number of workweeks during which you were employed as a hourly paid non-exempt employee in California during the Release Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims as defined in Section No. 9 below.
- OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Settlement Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Bright Horizons, for any of the Released Claims as defined in Section No. 9 below. If you are a PAGA Employee, you will, however, still release the PAGA Released Claims and receive a payment from the PAGA Fund (described in Question 12).
- OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How do I Opt Out or Exclude Myself from this Settlement?” and “How do I Object to the Settlement?”

7. How do I Opt Out or Exclude Myself from this Settlement?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely written Request for Exclusion. You may choose to use the form that comes with this Notice or you may submit a separate written Request that contains your name, address, telephone number, the last four digits of your Social Security number, and the name of the case and case number (*Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140).

If you opt out of the Settlement, you will not be releasing the claims set forth in Question 9.

The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, postmarked no later than [the Response Deadline], to: Mara Santamaria v. Bright Horizons Children’s Center, et al., c/o _____.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, Release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. How do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at Mara Santamaria v. Bright Horizons Children’s Center, et al., c/o _____ by [the Response Deadline]. The Objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection”; (c) describe, in clear and concise terms, the grounds for objection; (d) whether you are represented by counsel; (e) whether you would like to appear at the Final Approval Hearing; and (f) identify the name of the case (*Mara Santamaria v. Bright Horizons Children’s Center, et al.*, Case No. CIVSB2210140).

Class Members who timely file valid written objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector’s own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objection(s) to the Settlement Administrator, postmarked no later than [the Response Deadline]. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How does this Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not validly opt-out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Bright Horizon’s Children’s Centers LLC, Bright Horizons Family Solutions Inc.,

and their past, present, and future agents, managing agents, employees, officers and directors (“Released Parties”) from the Released Claims. The Released Claims are as follows:

Released Claims.

The claims that Plaintiff and the other participating Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement include any and all claims set forth in the Santamaria Case, specifically, (1) failure to pay and/or accurately calculate minimum, regular, overtime, and double time wages (Violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199); (2) failure to provide meal periods or properly pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to provide rest periods or properly pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure to reimburse and indemnify expenses (Violation of Labor Code §§ 2800, 2802); (5) failure to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failure to furnish and/or keep timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5, 1175); (7) violation of California’s Unfair Competition Law (Violation of Business & Professions Code §§ 17200 et seq.) in connection with claims asserted in the Santamaria Case; and (8) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.).

The claims that Plaintiff and the other participating Settlement Class Members are releasing in exchange for the consideration provided for by this Agreement also includes any and all claims predicated on the same or similar facts and/or claims alleged in the Santamaria case and/or any PAGA letter or amended PAGA letter sent to the Labor and Workforce Development Agency by Plaintiff during the pendency or prior to the Santamaria Case and incorporated therein, as well as any claims that could have been pled which arise from the facts alleged in the Santamaria Case concerning the Plaintiff or the Settlement Class, including any claims for unpaid wages (including minimum, regular, vacation and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, failure or properly pay meal period premiums in lieu of a meal period, failure to properly pay rest period premiums in lieu of a rest period, non-compliant wage statements, failure to reimburse and indemnify business expenses, failure to correctly calculate the regular rate of pay, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Santamaria Case, as well as claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged, or which could have been alleged, under the facts, allegations and/or claims pleaded in the Santamaria Case.

The Release will be as to the Released Parties for the period from April 2, 2017 through September 1, 2022. The Released Claims include all claims described above—that is, those claims that are, or reasonably could have been, asserted in the First Amended Complaint—whether known or unknown. This means that even if the participating Settlement Class Member discovers facts in addition to, or different from, those facts that they now know or believe to be true, or otherwise fail to discover facts with respect to the subject matter of the Released Claims, those claims will remain released and forever barred.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Bright Horizons could be required to pay under this Agreement shall be \$2,500,000 plus the employer's share of applicable payroll taxes with respect to the Settlement Fund ("Settlement Fund").

The "Net Settlement Fund" or "NSF" means the portion of the Settlement Fund available for distribution to Class Members after the deduction of:

- Attorneys' Fee Award (up to \$833,333.33),
- Cost Award (up to \$20,000),
- Class Representative Enhancement (up to \$10,000);
- the PAGA Payment (\$100,000), and
- Administration Costs (up to \$52,000).

All of these payments are subject to Court approval.

After deducting the above-referenced items, the remaining Net Settlement Fund will be distributed amongst all Settlement Class Members (that is those Class Members who have not opted out).

Individual Settlement Payments will be calculated and apportioned from the NSF based on the number of qualifying workweeks a Class Member worked during the Class Period, as follows:

- a. Settlement Class Members will receive a pro rata share of the NSF. To calculate each Settlement Class Member's share of the NSF, the NSF shall be multiplied by a fraction, the numerator of which is the number of work weeks the Settlement Class Member worked any regular hours as a non-exempt, hourly paid employee in California during the Settlement Class Period, and the denominator of which is the total of all weeks in which the Settlement Class Members worked any regular hours during the Settlement Class Period. The resulting number shall be the Individual Settlement Payment.
- b. Thirty-Three and One-Third percent (33.33%) of the NSF distributed to each Settlement Class Member will be considered wages and will be reported as such to each Settlement Class Member on an IRS Form W-2.
- c. Sixty-Six and Two-Thirds percent (66.67%) of the NSF distributed to each Settlement Class Member will be considered penalties and interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable.

Although your exact share of the Net Settlement Fund cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Fund is as follows: \$ [REDACTED], less tax withholdings customarily made from employee's wages. This is based on Bright Horizon's records, which show you worked [REDACTED] workweeks during the period of April 2, 2017 through September 1, 2022.

If you believe the number of workweeks is incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Mara Santamaria v. Bright Horizons Children's Center, et al., c/o _____ on or before [the Response Deadline].

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Questions? Call the Settlement Administrator toll free at [phone number]

Your Individual Settlement Payment check will remain valid for 180 calendar days, and will be canceled thereafter. The amount of any uncashed checks will be disbursed to Next Door Solutions, San Jose as cy pres.

11. *How Will the Attorneys for the Class and the Class Representative be Paid?*

The attorneys for Plaintiff and the Settlement Class will be paid from the Settlement Fund. Subject to Court approval, the attorneys shall be paid an amount not to exceed 33 ⅓% of the Settlement Fund (\$2,500,000) for attorney fees and up to \$833,333.33 for litigation costs.

Bright Horizons has paid all of its own attorneys' fees and costs.

The Plaintiff will also be paid a Class Representative Enhancement Payment, up to \$10,000.00, subject to Court approval.

12. *What are the PAGA Released Claims?*

If you were employed by Bright Horizons in the State of California during the period of April 2, 2020 through September 1, 2022 you are a PAGA Employee. The Court approved the PAGA settlement on [date of Preliminary Approval].

As part of the Settlement, Bright Horizons has agreed to pay a PAGA Payment of \$100,000. Seventy-five percent (75%) of this payment goes to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) is divided among PAGA Employees. The 25% that goes to PAGA Employees is called the PAGA Fund.

The PAGA Fund is allocated to each PAGA Employee based on the number of weeks worked by each PAGA Employee during the period of April 2, 2020 through September 1, 2022. The amount to be paid per workweek worked by a PAGA Employee will be calculated on a pro rata basis by dividing the value of the portion of the PAGA Fund that will be paid to each PAGA Employee by the total number of weeks worked by all PAGA Employees during the PAGA Period.

Plaintiff, on behalf of herself and as representatives of the State of California as a private attorney general and all PAGA Employees, fully release and forever discharge the Released Parties (described above) from any and all claims for PAGA penalties under Labor Code Sections 2698, *et seq.* for all claims that were, or could have been, alleged in the First Amended Complaint or are based upon the factual allegations contained in the First Amended Complaint, for the period April 2, 2020 through September 1, 2022. As a result of this Release, the PAGA Employees will be unable to bring a claim under the California Private Attorneys General Act, and California Labor Code Sections 2698 *et seq.* for any alleged violations of the PAGA Released Claims that took place between April 2, 2020 through September 1, 2022.

If you are a Settlement Class Member who does not opt-out of the Settlement and a PAGA Employee, you will only receive one check that combines your Individual Settlement Payment and your payment related to PAGA.

Your check for the PAGA Payment will remain valid for 180 calendar days, and will be canceled thereafter. The amount of any uncashed checks will be disbursed to Next Door Solutions, San Jose as cy pres..

* * *

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Bright Horizons Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at the San Bernardino Justice Center, located at 247 W 3rd St., San Bernardino, CA 92415 between 8:30 a.m. and 2:00 p.m.

You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy via email of the Settlement Documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

PLEASE DO NOT CONTACT DEFENSE COUNSEL. YOU MAY CONTACT THE ADMINISTRATOR WHICH MAY BE ABLE TO ANSWER QUESTIONS BUT CANNOT PROVIDE ANY LEGAL ADVICE.

EXHIBIT 2

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of San Bernardino

Mara Santamaria v. Bright Horizons Children's Centers, et al.

Case No. CIVSB2210140

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2022.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

BRIGHT HORIZONS SETTLEMENT ADMINISTRATOR, C/O [INSERT ADMINISTRATOR NAME]. [INSERT ADMINISTRATOR ADDRESS]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT AND ANY CLAIMS I MAY HAVE WILL NOT BE RELEASED. I UNDERSTAND THAT THERE MAY BE TIME LIMITS ON THE CLAIMS THAT MAY PREVENT ME FROM FILING A LAWSUIT OR PURSUING CLAIMS AGAINST BRIGHT HORIZONS CHILDREN'S CENTERS LLC AND BRIGHT HORIZONS FAMILY SOLUTIONS INC.

Dated: _____

(Signature)

(Last 4 digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

EXHIBIT 3

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

MARA SANTAMARIA, and on behalf of
all others similarly situated,

Plaintiffs,

v.

BRIGHT HORIZONS CHILDREN'S
CENTER, a Delaware Corporation;
BRIGHT HORIZONS FAMILY
SOLUTIONS INC., a Delaware
Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CIVSB2210140

OBJECTION FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN [REDACTED], 2022.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by claims administrator]

OBJECT

If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. If you participate in the Settlement and receive an Individual Settlement Payment, you do so in exchange for a release of the Released Claims as more fully discussed below.

If you wish to Object to the Settlement, you should submit your objection to the Settlement Administrator. You may use this Objection Form to submit your objection. Your objection should state why you object to the settlement. The objection must be mailed to the Settlement Administrator at the address below and must be postmarked no later than [REDACTED], **2022**. Late objections will not be considered. If your objection is overruled, you will still receive your Individual Settlement Payment and you will have released the Released Parties from the Released Claims as provided for in the Notice of Class Action and Private Attorney General Act ("PAGA") Settlement.

You may also, if you wish, appear at the Final Fairness and Approval Hearing set for [REDACTED], [REDACTED] at [REDACTED] a.m. in Dept. S28 of the San Bernardino Justice Center

located at 247 W 3rd St., San Bernardino, CA 92415 and discuss your objections with the Court and the Parties. If you submit an objection, counsel for the Plaintiff will notify you of any continued hearing date. Otherwise, the Final Approval Hearing may be continued to another date without further notice. You may withdraw your objections at any time. You may not present an objection at the Final Approval Hearing unless you have submitted a timely objection that complies with the terms of the Notice of Class Action and Private Attorney General Act Settlement. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. Any reasons not included in the written objection will not be considered. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Bright Horizons Children's Centers LLC and Bright Horizons Family Solutions Inc. by email within two business days after receipt thereof.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(address)

(telephone number)

(last four digits of social security number)

If you object, please mail the completed form by _____, 2022 to:
BRIGHT HORIZONS WAGE AND HOUR SETTLEMENT ADMINISTRATOR
c/o ILYM Group
[ADDRESS and phone number]