

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Yesenia Chavez (“Plaintiff”) and defendants Go RN LLC, Cornerstone PEO, LLC, Cornerstone Underwriters, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. “Actions” means the following lawsuit against Defendants alleging wage and hour violations: *Yesenia Chavez vs. Go RN LLC, et al.*, Case No. 21STCV37205, initiated on October 8, 2021, pending in the Superior Court of California, County of Los Angeles.

1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” or “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.

1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in the State of California as health care employees on an hourly, non-exempt basis at any time during the PAGA Period.

1.5. “Class” means all individuals who are or previously were employed by Defendants in the State of California as health care employees on an hourly, non-exempt basis at any time during the Class Period.

1.6. “Class Counsel” means Adrian Zamora of Zamora Law Firm and Ashley Davenport of Davenport Law, PC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigations, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks, and number of PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from April 1, 2021, through the date this Agreement is executed by all Parties.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval, Plaintiff Yesenia Chavez.
- 1.15. “Class Representative Service Payment” means the service payment made to Plaintiff as a Class Representative, as approved by the Court, in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means Defendants Go RN LLC, Cornerstone PEO, LLC, and Cornerstone Underwriters, LLC.
- 1.18. “Defense Counsel” means Penny Chen, Christopher J. Kondon, and Vanuhi Zohrabians of K&L Gates LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (b) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any

appeal, writ, intervention, or other proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.23. "Gross Settlement Amount" means Seven Hundred Fifty Thousand Dollars (\$750,000.00) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The employer's share of payroll taxes will be paid by Defendants separate and apart from the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.31. “Operative Complaint” means the Second Amended Complaint filed by Plaintiff Yesenia Chavez in the Action on February 23, 2023.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period of time from April 1, 2021, through the date this Agreement is executed by all Parties.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.35. “PAGA Notice” means Plaintiff Yesenia Chavez’s February 9, 2022 letter to Go RN LLC, Cornerstone PEO, LLC, Cornerstone Underwriters, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and Plaintiff Yesenia Chavez’s October 8, 2021 letter to Go RN LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Plaintiff” means Yesenia Chavez, the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint or any prior complaints, which occurred during the Class Period during employment in an hourly, non-exempt health care position in California. Released Class Claims specifically include but are not limited to any claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, 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 reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could

have been alleged under the facts, pleaded in the Operative Complaint. The Parties intend for Released Class Claims to be interpreted broadly, and encompassing all theories of liability for Released Class Claims that could be asserted based on the allegations alleged.

- 1.41. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in an hourly, non-exempt healthcare position in California. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint and the PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged, or which could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint or PAGA Notices.
- 1.42. “Released Parties” means Defendants and any of their past and present parents, subsidiaries, predecessors, successors and affiliates, investors, as well as each of its or their current officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants for any of the Release Class Claims and Release PAGA Claims.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Class Member may not submit a Request for Exclusion as to the Released PAGA Claims.
- 1.44. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.
- 1.46. “Workweek” means any week during which a Class Member worked for Defendants as a Class Member for at least one day, during the Class Period.

2. RECITALS

- 2.1. On October 8, 2021, plaintiff Yesenia Chavez commenced a class and PAGA action by filing a complaint against Defendants in the Superior Court of the State of California, County of Los Angeles (the “Action”). Plaintiff Yesenia Chavez filed a second amended complaint on February 23, 2023. The Operative Complaint asserted the following claims against Defendants:
- (a) Failure to pay provide meal periods;
 - (b) Failure to authorize and permit meal periods;
 - (c) Failure to pay overtime wages;
 - (d) Failure to provide accurate itemized wage statements;
 - (e) Waiting time penalties;
 - (f) Violation of Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq.
 - (g) Penalties pursuant to Private Attorneys General Act, Labor Code § 2698 et seq.
- 2.2. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code §2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained sufficient documents, company records, policies and procedures, employee memoranda, and a significant sample of employee timecards and pay information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. On April 11, 2024, the Parties participated in an all-day mediation presided over by Steven Pearl, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action, the terms of which was memorialized in the form of an executed Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action or the Class have merit or that Defendants bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Actions have merit. The Court has not granted class certification. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$750,000.00 as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - (b) To Class Counsel: A Class Counsel Fees Payment not to exceed 35% of the Gross Settlement Amount, which is currently estimated to be \$262,500, and a Class Counsel Litigation Expenses Payment of not more than \$16,000. Defendants will not oppose a request for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, or any other claim for attorney's fees and costs relating to the Action. The Administrator will pay the Class Counsel Fees Payment

and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 45% to Davenport Law and 55% to the Zamora Law Firm. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (e) To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the PAGA Release and PAGA Payments will be made regardless of whether Aggrieved Employees opt out of the Settlement. PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments. The issuance of the PAGA Penalties will be split as follows:
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume

full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on their records, Defendants have represented that the Class consists of 1,287 Class Members who collectively worked a total of 22,951 Workweeks, and 1,287 Aggrieved Employees who worked a total of 22,951 PAGA Pay Periods (“Estimate”). Should the number of Class Workweeks exceed 110% of the Estimate, Defendants shall increase the Total Settlement Amount on a pro rata basis for Workweeks beyond 22,951 (e.g., if the number of Class Workweeks exceeds 25,246 Workweeks by 1%, Defendants shall increase the total Settlement Amount by 11%).
- 4.2. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount according to the payment schedule below, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes. The payments shall be held in escrow in an account to be established by the Administrator (“Escrow Account”). The payment schedule shall follow the below schedule:
 - (a) \$325,000 shall be transmitted to the Escrow Account no later than 30 days following the full execution of this Agreement (the “Initial Payment”).
 - (b) Following the Initial Payment, \$15,000 shall be transmitted to the Escrow Account on the first business day of each month until September 1, 2025.
 - (c) On September 30, 2025, any outstanding balance of the Gross Settlement Amount, and Defendants’ share of payroll taxes, shall be transmitted to the Escrow Account.

(d) Failure of Defendants to make any of the payments called for in paragraph 4(a) through (c) of this Agreement within 20 days of their due date, assuming Final Approval has been granted by the Court, allows Plaintiff the option to accelerate the entire Gross Settlement Amount, less any payments made by Defendants up to that point. Class Counsel shall provide no less than 20 days written notice to Defense Counsel of its intent to seek a court order to demand payment of the remaining Gross Settlement Amount. Should Defendants fail to make the next scheduled payment under paragraph 4.3 of this Agreement within 20 days after Plaintiff serves Defendants and Defense Counsel written notice, Plaintiff may move for an ex parte hearing or noticed motion after notice to demand payment of the remaining Gross Settlement Amount, less any payments made as of that date. This Agreement shall be fully enforceable pursuant to Code of Civil Procedure §664.6. In any legal action or other proceeding brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs incurred. The Parties hereby stipulate that the Court will maintain jurisdiction for purposes of enforcing this Agreement. This Agreement may be used as evidence in an action alleging a breach of this Agreement.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fully fund the Gross Settlement Amount, or by October 14, 2025, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update the recipients' address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Administrator's mailing or re-mailing of the Class Notice and/or payments to Participating Class Members and Aggrieved Employees will be presumed to constitute adequate notice of this Settlement and delivery of payment.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, vesting of benefits, paid time off, or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notices ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff's Release does not extend to claims in Plaintiff's lawsuit pending in Superior Court of California, Los Angeles County, Case No. 22STCV33045, which shall be subject to a separate agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

Plaintiff's above waiver of rights under section 1542 of the California Civil Code does not extend to claims released for Plaintiff's lawsuit pending in Superior Court of California, Los Angeles County, Case No. 22STCV33045, which shall be subject to a separate Confidential Settlement, Waiver, and Release Agreement. For the avoidance of doubt, Chavez's waiver herein extends to and releases all claims not specifically released by the Confidential Settlement, Waiver, and Release Agreement in the above referenced lawsuit.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration Class Counsel's firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code

section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Defendants' Declaration in Support of Preliminary Approval. Within five days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel signed Declarations from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval for filing by June 12, 2024, for hearing as set by the Court on September 5, 2024, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experience administering settlements. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under

this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 7 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator

will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 7 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 7 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In

the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Upon review of all supporting documentation, the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel along with any supporting documentation to determine whether there is a dispute supported by documentation, with the Administrator's determination on the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 7 days for Class Members whose Class Notice was re-mailed). Participating Class Members may not object to the Released PAGA Claims or any portion of this Agreement related solely to the PAGA claims.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Under no circumstance shall Class Counsel

represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement.

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement unless permitted under the California Rules of Professional Conduct or Court order.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants

may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of they elect to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

10. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such

information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3. Public Disclosure Following Preliminary Approval. Plaintiff and Class Counsel separately agree not to publicize the terms of the Agreement, or the Agreement, with the media, including but not limited to any newspaper, journal, magazine, website and/or online reporter. Nothing in this paragraph shall prevent the Parties from facilitating the approval of the settlement or prevent Class Counsel from publishing information regarding the settlement on their firm website as long as no identifying information regarding Defendants is included in the publication.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or any PAGA Employees to intervene or object, or appeal from the Judgment. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Ashley Davenport
Davenport Law, PC
2298 E. Maple Avenue
El Segundo, CA 90245
Phone: (310) 504-3989
ashley@lawdavenport.com

Adrian Zamora
Zamora Law Firm
1150 S. Olive St., Ste. 600
Los Angeles, CA 90015
Phone: (213) 536-5201
adrian@thezamoralawfirm.com

To Defendants:

Christopher J. Kondon
Penny Chen Fox
Vanuhi Zohrabians
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Tel.: (310) 553-5000
christopher.kondon@klgates.com
Penny.Chen@klgates.com
Vannie.Zohrabians@klgates.com

- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11/06/24 
Plaintiff Yesenia Chavez

Dated: _____
Vanessa Benavides
For Defendant Go RN LLC

Dated: _____
John Rousseau
For Defendants Cornerstone PEO, LLC, Cornerstone
Underwriters, LLC

APPROVED AS TO FORM:

Dated: 6/12/2024 
Ashley Davenport
Davenport Law, PC
Attorney for Plaintiff Yesenia Chavez

Dated: _____
Penny Chen Fox
K&L Gates LLP
Attorney for Defendants

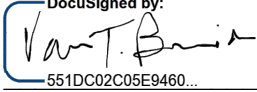
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13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Yesenia Chavez

Dated: 6/11/2024


551DC02C05E9460...
Vanessa Benavides
For Defendant Go RN LLC

Dated: _____
John Rousseau
For Defendants Cornerstone PEO, LLC, Cornerstone
Underwriters, LLC

APPROVED AS TO FORM:

Dated: _____
Ashley Davenport
Davenport Law, PC
Attorney for Plaintiff Yesenia Chavez

Dated: _____
Penny Chen Fox
K&L Gates LLP
Attorney for Defendants

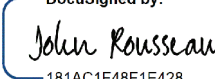
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The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Yesenia Chavez

Dated: _____
Vanessa Benavides
For Defendant Go RN LLC

Dated: 6/12/2024
DocuSigned by:

181AC1F48F1E428...
John Rousseau
For Defendants Cornerstone PEO, LLC, Cornerstone Underwriters, LLC

APPROVED AS TO FORM:

Dated: _____
Ashley Davenport
Davenport Law, PC
Attorney for Plaintiff Yesenia Chavez

Dated: _____
Penny Chen Fox
K&L Gates LLP
Attorney for Defendants

12.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Yesenia Chavez

Dated: _____
Vanessa Benavides
For Defendant Go RN LLC

Dated: _____
John Rousseau
For Defendants Cornerstone PEO, LLC, Cornerstone
Underwriters, LLC

APPROVED AS TO FORM:

Dated: _____
Ashley Davenport
Davenport Law, PC
Attorney for Plaintiff Yesenia Chavez

Dated: 06/12/2024

Penny Chen Fox
K&L Gates LLP
Attorney for Defendants

EXHIBIT A

A court authorized this Notice. This is not a solicitation from a lawyer.

**THE LOS ANGELES COUNTY SUPERIOR COURT HAS PRELIMINARILY APPROVED A
CLASS ACTION SETTLEMENT THAT MAY AFFECT YOU.**

If you were employed by Go RN, LLC, Cornerstone PEO, LLC, or Cornerstone Underwriters, LLC as a health care employee on an hourly, non-exempt basis from April 1, 2021, through June 12, 2024 (the “Class Period”), the settlement agreement discussed below may affect your rights. In this Notice, Go RN, LLC, Cornerstone PEO, LLC, and/or Cornerstone Underwriters, LLC are referred to as “Defendants.”

This proposed settlement will resolve a class action lawsuit pending in the Superior Court of the State of California, Los Angeles, titled *Chavez v. Go RN LLC, et al.*, Case No. 21STCV37205 (the “Action”). On [REDACTED], 2024, the Court preliminarily approved the settlement.

Based on Defendants’ records, you worked [INDIVIDUAL’S CLASS WORKWEEKS] workweeks during the Class Period and [INDIVIDUAL’S PAGA WORKWEEKS] during the PAGA Period (between April 1, 2024, through June 12, 2024). The proposed Settlement has two main parts: (1) a Class Settlement under which Defendants agreed to fund Individual Settlement Payments, and (2) a Private Attorney General Act (“PAGA”) Settlement under which Defendants agreed to fund Individual PAGA Payments and a settlement for penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records, and the Parties’ current calculations, **your estimated Individual Class Payment if you participate in the settlement is [ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT]** and your Individual PAGA Payment is estimated to be [ESTIMATED INDIVIDUAL PAGA PAYMENT]. The actual amount you may receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.) If you wish to challenge the number of your workweeks identified above, you must submit your challenge with any accompanying supporting documentation or evidence to the Settlement Administrator (identified below), postmarked no later than [REDACTED].

Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (“opt-out”) by submitting a written opt-out as set forth below. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any action you take with respect to the proposed Settlement.

QUESTIONS? CALL TOLL FREE: [PHONE NUMBER]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
YOU DON'T HAVE TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
YOU CAN OPT-OUT OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING	The Court's Final Approval Hearing is scheduled to take place on , at :00 a.m./p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY 	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHY DID I GET THIS NOTICE?

You received this Notice because records show that you provided services to Go RN, LLC, Cornerstone PEO, LLC, or Cornerstone Underwriters, LLC as a health care employee on an hourly, non-exempt basis from April 1, 2021, through June 12, 2024. Therefore, you are entitled to receive payment if the Court grants final approval of the settlement. You also have other options as described below.

QUESTIONS? CALL TOLL FREE: [PHONE NUMBER]

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Yesenia Chavez filed a complaint against Defendants in the Los Angeles County Superior Court. The complaint alleges that Defendants failed to provide meal periods, permit rest periods, pay overtime wages, pay double time wages, provide meal periods, permit rest periods, furnish timely and accurate wage statements, and pay waiting time penalties, violated California's Private Attorneys General Act of 2004 (California Labor Code §2698, *et seq.*, known as "PAGA"), and allegedly engaged in unfair business practices pursuant to California Business and Professions Code Section 17200, *et. seq.*

Defendants deny the allegations. Defendants contend that their policies, practices, and procedures were and are fully compliant with all applicable legal requirements. Nothing in this Notice or the Settlement Agreement means that Defendants admit to any wrongdoing.

The Court has not made any ruling on the merits of this case or that this case can proceed as a class or representative action, and Plaintiff and Defendants have agreed to settle the Action, subject to the approval of the Court.

3. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Class Member, and therefore part of the settlement, if you worked as an hourly-paid, nonexempt employee of Go RN, LLC, Cornerstone PEO, LLC, or Cornerstone Underwriters, LLC from April 1, 2021, through June 12, 2024.

4. WHAT DOES THE SETTLEMENT PROVIDE AND WHEN WILL I RECEIVE MONEY?

If the Court grants final approval, Defendants will pay a Gross Settlement Amount of \$750,000, inclusive of fees, costs, and expenses associated with the settlement, and distribution to the Class Members who participate in the settlement. Defendants are responsible for making payments to the Settlement Administrator on the following schedule: 1) a \$325,000 payment that was made in July 2024; 2) \$15,000 per month on the first business day of each month until September 1, 2025; and 3) On September 30, 2025, any outstanding balance on the \$750,000 Gross Settlement Amount. As such, **Individual Settlement Payments will be distributed in or about October 2025.**

Your check will be sent to the same address as this Notice.

If you move after receipt of this notice, please inform the administrator of your updated contact information.

The amount you are entitled to receive depends on multiple factors, including how many weeks you worked during the period covered by the settlement, and how many other Class Members participate in the settlement. The first page of this notice shows the number of weeks you worked during the relevant time period, and your *estimated* payment if you participate in the settlement.

If you challenge the Class Workweeks or PAGA Workweeks, you need to support your challenge by sending copies of pay stubs or other records by [REDACTED]. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from the Parties and counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

The parties estimate the fees, costs, and expenses associated with the settlement will be as follows: (i) Administration Costs estimated not to exceed \$10,000; (ii) an attorneys' fee award (to be requested by Class Counsel) not to exceed \$262,500; (iii) a cost award (to be requested by Class Counsel) not to exceed \$16,000; (iv) a service award payment (to be requested by the Plaintiff) up to \$10,000; and (v) a payment to the California Labor and Workforce Development Agency anticipated to be \$37,500. If the Court declines to award any of these amounts, or decides to reduce them, then those sums will be allocated to the Net Settlement Fund for payment to Class Members.

QUESTIONS? CALL TOLL FREE: [PHONE NUMBER]

Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 80% will be treated as prejudgment interest, penalties and statutory-nonwage payments. The Wage Portion is subject to payroll tax withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

You will have 180 days from the day your Individual Settlement Payment is dated to cash the settlement check. Any checks that are not cashed upon the expiration of that 180-day time period shall be distributed to the State of California State Controller’s Office Unclaimed Property Fund in your name.

5. HOW DO I RECEIVE A BENEFIT?

To receive a benefit from the settlement and recover a share of the Net Settlement Fund, you do not need to take any action. Once the notice period has passed, upon final approval by the Court and Defendants’ full payment of the Gross Settlement Amount and employer payroll taxes, settlement checks will be sent to Participating Class Members. As stated above, the Parties anticipate payments will be made in October 2025.

6. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from (or “opt-out” of) the settlement. If you exclude yourself, you will be giving up the right to receive an Individual Settlement Payment and the right to object, but you will be free to pursue claims individually against Defendants if you wish.

To exclude yourself from the settlement, you must inform the Settlement Administrator in writing of your name, address, and your intention to be excluded. ***You cannot exclude yourself by telephone, website, or e-mail.*** All Requests for Exclusion must be signed and mailed to the Settlement Administrator, postmarked no later than [REDACTED], and sent to the following address:

Chavez v. Go RN LLC Settlement Administrator
c/o Simpluris, Inc.
PO Box [REDACTED]
[REDACTED]

If you return a late Request for Exclusion, the Request will be deemed invalid and you will remain a member of the settlement class and will be bound by all of the terms of the settlement. Please note that submitting a Request for Exclusion means that your name will be shared with Plaintiff, Plaintiff’s counsel, Defendants, Defendants’ counsel, and the Court.

7. HOW DO I OBJECT TO THE SETTLEMENT?

If you do not exclude yourself, you have the right to object to the settlement. All objections must be signed and mailed to the Settlement Administrator, postmarked no later than [REDACTED], and sent to the following address:

Chavez v. Go RN LLC Settlement Administrator
c/o Simpluris, Inc.
PO Box [REDACTED]
[REDACTED]

QUESTIONS? CALL TOLL FREE: [PHONE NUMBER]

For an objection to be valid, it must contain: (a) the full name and address of the Class Member; (b) a written statement of all of the grounds for the objection, accompanied by support for the objection; and (c) the signature of the Class Member or his/her attorney (if he/she has one). Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Section 9 below sets forth the specifics for the Final Approval Hearing.

You will not be excluded from the settlement by submitting an objection, and you will be entitled to receive your respective share of the settlement even if you object. Please note that your objection may be shared with the Parties, their counsel, and the Court.

8. IS THERE A RELEASE OR WAIVER?

Yes. Unless you affirmatively exclude yourself from the settlement, you will agree to the “Release by Participating Class Members,” as described in the Settlement Agreement. (The settlement agreement is available on the settlement website at [www. \[REDACTED\]](#).) The release covers a period from April 1, 2021, through June 12, 2024. That means that you cannot sue, continue to sue, or be part of any other lawsuit against any Defendants about the legal issues in this case. It also means that the Court’s orders will apply to you and legally bind you. Here is the full text of the release language from the settlement agreement:

“Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint or any prior complaints, which occurred during the Class Period during employment in an hourly, non-exempt health care position in California. Released Class Claims specifically include but are not limited to any claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, 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 reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, pleaded in the Operative Complaint. The Parties intend for Released Class Claims to be interpreted broadly, and encompassing all theories of liability for Released Class Claims that could be asserted based on the allegations alleged.

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in an hourly, non-exempt healthcare position in California. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint and the PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged, or which could have been alleged under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint or PAGA Notices.

Separately, the Named Plaintiff Chavez is also agreeing to additional releases of claims against Defendants.

QUESTIONS? CALL TOLL FREE: [\[PHONE NUMBER\]](#)

9. WILL THERE BE A HEARING?

The Court will hold a Final Approval Hearing of the settlement on _____, at _____ a.m./p.m. in the Superior Court of California, Spring Street Courthouse, Department 11, located at 312 North Spring Street, Los Angeles, California 90012. If objections have been submitted or made at the hearing, the Court will consider them during this hearing. The Final Approval Hearing may be rescheduled to a later date/time without notice to class members. If there are no objections, the settlement will become final shortly after the Court grants final approval. If there are objections, the settlement will become final after the Court grants final approval and either the time to appeal has expired or any appeal filed has been fully and finally resolved. The Court file in this matter may also be reviewed by making an appointment with the Clerk of the Los Angeles Superior Court.

You are not required to attend the final approval hearing. However, you may appear, or may hire your own attorney at your own expense, to speak at the Final Approval Hearing. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). You can check the Court's website for the most current information.

10. IMPORTANT DATES AND DEADLINES

The following are important dates and deadlines under the settlement:

Last Day to Submit Request for Exclusion:	_____
Last Day to Submit Objections:	_____
Last Day to Challenge Workweek Calculation:	_____
Final Approval Hearing:	_____, at _____ a.m./p.m.

11. WHERE TO OBTAIN MORE INFORMATION

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Court's website at <https://www.lacourt.org/>

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES. Instead, you may obtain more information from the following resources:

SETTLEMENT WEBSITE:

SETTLEMENT ADMINISTRATOR:

Chavez v. Go RN LLC Settlement Administrator
c/o Simpluris, Inc.
PO Box _____

1-800-_____

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QUESTIONS? CALL TOLL FREE: **[PHONE NUMBER]**

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