

## JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to final approval by the Court, it is stipulated, by and between Plaintiffs Carlos Contreras and Lisa Buchanan (“Plaintiffs,” “Plaintiff Contreras,” and “Plaintiff Buchanan”), on behalf of themselves, other similarly situated putative class members, and other aggrieved employees, on the one hand and Defendant MeriCal, LLC (“Defendant”) on the other hand, that the Action as defined herein is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”). Plaintiffs and Defendant are collectively referred to as the “Parties”.

### **I. DEFINITIONS**

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

- A. **Action**: The term “Action” herein includes: (1) the Class Action lawsuit filed by Plaintiff Contreras on August 2, 2021 entitled *Carlos Contreras, individually and on behalf of other members of the general public similarly situated v. MeriCal, LLC*, a California limited liability company and Does 1-100, Case No. 30-2021-01214079-CU-OE-CXC in the Superior Court of California, County of Orange, including the First Amended Complaint to be filed by Plaintiff Contreras as a condition of this settlement (“Contreras Complaint”); (2) the consolidated Representative Action Complaint filed by Plaintiff Buchanan on May 12, 2022 entitled, *Lisa Buchanan, individually and on behalf of aggrieved employees pursuant to the Private Attorneys General Act v. MeriCal, LLC*, Case No. 30-2022-01259256-CU-OE-CXC in the Superior Court of California, County of Orange (“Buchanan Complaint”); and (3) the written notice to the LWDA submitted by Plaintiff Buchanan on November 24, 2021 pursuant to Labor Code section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by Defendant, LWDA-CM-854469-21 (“PAGA Notice”).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement pursuant to the terms of this Agreement, which shall not exceed \$12,950. All Administration Costs shall be paid from the Qualified Settlement Fund.
- C. **Agreement, Settlement Agreement, or Settlement**: The settlement terms reflected in this document, titled “Joint Stipulation of Class Action and PAGA Settlement”.
- D. **Attorney Fee Award**: The amount of thirty-five percent (35%) of the Gross Settlement Amount in the event it is finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant.

- E. **Class**: All current or former hourly-paid or non-exempt employees of Defendant who worked directly for Defendant within the State of California at any time during the period from February 3, 2017, through June 18, 2024.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, Lily Short of Justice Law Corporation.
- G. **Class Data**: Information regarding Class Members that Defendant will compile from its available, existing, electronic records and provide to the Settlement Administrator. The Class Data shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member's: (1) full name; (2) last known address; (3) last known telephone number; (4) Social Security Number; and (5) number of Class work weeks per each Class Member and PAGA pay periods per each Eligible Aggrieved Employee.
- H. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. **Class Notice**: The "Notice of Class Action and PAGA Settlement" provided to all Class Members regarding the terms of this Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval. The Class Notice shall constitute notice to the Class pursuant to Rule of Court, rule 3.769(f) and, once approved by the Court, shall be deemed compliant with Rule of Court, rule 3.766.
- J. **Class Period**: The time period from February 3, 2017, through June 18, 2024.
- K. **Class Representatives or Plaintiffs**: Carlos Contreras and Lisa Buchanan.
- L. **Class Representative Enhancement Payments**: The amount the Court awards to Plaintiffs for their services as Class Representatives, which will not exceed \$10,000 each (totaling \$20,000). This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. This enhancement is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. **Complaints**: The Contreras Complaint and the Buchanan Complaint as referenced above.
- N. **Cost Award**: The amount that the Court awards Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

- O. **Court:** The Superior Court of California, County of Orange.
- P. **Defendant:** MeriCal, LLC.
- Q. **Defense Counsel:** Attorney Boris Sorsher and Christine Baran of Fisher and Phillips LLP.
- R. **Effective Date:** The date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.
- S. **Eligible Aggrieved Employees:** The aggrieved employees eligible to recover settlement funds from the PAGA Payment consist of all current or former hourly-paid or non-exempt employees of Defendant who directly worked for Defendant within the State of California at any time during the period from November 24, 2020, through June 18, 2024.
- T. **Exclusion Form:** The Request for Exclusion Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- U. **Final Approval, Final Approval Order, Judgment, and Final Judgment:** "Final Approval" or "Final Approval Order" means the final order entered by the Court, following the Final Fairness and Approval Hearing, finally approving this Agreement. "Judgment" or "Final Judgment" means the final judgment entered by the Court following the exhaustion of any appeal rights.
- V. **Final Approval Hearing:** The hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

- W. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary sum of \$3,725,000. This is the gross amount Defendant shall be required to pay under this Settlement Agreement, which includes without limitation: (1) Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to be paid Class Counsel for attorneys' fees and costs, as approved by the Court; (3) Class Representative Enhancement Payments to be paid to the Class Representatives, as approved by the Court; (4) Administration Costs to be paid to the Settlement Administrator, as approved by the Court; and (5) PAGA Payment to be paid to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer is not included in the GSA and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- X. **Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form, unless the Class Member timely submits a valid Exclusion Form.
- Y. **LWDA:** California Labor and Workforce Development Agency.
- Z. **Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members.
- AA. **Notice Packet:** Collectively, the Class Notice Exclusion Form, and Objection Form in English and Spanish mailed to all identified Class Members by the Settlement Administrator.
- BB. **Objection Form:** The Objection Form, substantially similar to the form attached hereto as **Exhibit C**, subject to Court approval.
- CC. **PAGA:** The Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).
- DD. **PAGA Payment:** The PAGA Payment consists of \$150,000 of the Gross Settlement Amount allocated for the settlement and release of claims for civil penalties under the PAGA. Seventy-five percent (75%) of the PAGA Payment (\$112,500) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$37,500) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.

- EE. **PAGA Period**: The time period from November 24, 2020, through June 18, 2024.
- FF. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. Participating Class Members will release all the Released Claims and will be bound by all terms of the Settlement and any final judgment entered in the Action.
- GG. **Parties**: Plaintiffs, individually and as Class Representatives, and Defendant.
- HH. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement following the Preliminary Approval Hearing.
- II. **Qualified Settlement Fund or QSF**: A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiffs, and Class Counsel.
- JJ. **Released Class Claims**: Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiffs and Participating Class Members release and forever discharge, for the duration of the Class Period, all claims based on the factual allegations and statutes asserted or that could have been asserted in the Complaints and PAGA Notice. This includes claims for: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work) and sick and vacation pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) unfair competition or business practices; (13) PAGA penalties; (14) associated penalties, whether civil or statutory in nature, interest, attorneys' fees and costs, or any other associated damages, and all other alleged violations of the Labor Code and Business and Professions Code section 17200, *et seq.*; and (15) all other claims and allegations alleged in or which could have been alleged in the Action based on the facts and allegations pled in the Action. This release excludes the release of claims not permitted by law.
- KK. **Released PAGA Claims**: Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiffs and Eligible Aggrieved Employees release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties under PAGA based on the factual allegations and

statutes asserted or that could have been asserted in the Complaints and PAGA Notice. These are all claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work) and sick and vacation pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; and (11) failure to reimburse business-related expenses. The Released PAGA Claims include a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA Period).

- LL. **Released Parties:** Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and clients.
- MM. **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Notice Packet and the last date on which Class Members may request exclusion from or object to the Settlement. Class Members who receive a remailed Notice Packet will have an additional ten (10) calendar days, for a total of seventy (70) calendar days from the initial mailing of the Notice Packet, to request exclusion from or object to the Settlement.
- NN. **Settlement Administration:** The Settlement Administrator will mail the Notice Packet via first-class regular U.S. Mail to all identified Class Members. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out of (exclude themselves from) the Settlement. Any Class Member who does not receive a Notice Packet after the steps outlined above have been taken will still be bound by the Settlement and/or Judgment.
- OO. **Settlement Administrator:** The agreed-upon third-party administrator to administer this Settlement is Phoenix Class Action Administration Solutions.

## II. **RECITALS**

- A. **Procedural History.** On August 2, 2021, Plaintiff Contreras filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code

sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200, *et seq.* (Case No. 30-2021-01214079-CU-OE-CJC).

On November 24, 2021, Plaintiff Buchanan provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions, LWDA-CM-854469-21.

On May 12, 2022, Plaintiff Buchanan filed a representative PAGA action against Defendant in the Superior Court of California, County of Orange, predicated on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide paid sick leave; (3) failure to provide meal periods and rest breaks; (4) failure to timely pay wages during employment; (5) failure to timely pay wages upon termination; (6) failure to provide complete and accurate wage statements; (7) failure to keep complete and accurate payroll records; and (8) failure to reimburse business expenses (Case No. 30-2022-01259256-CU-OE-CXC).

After engaging in discovery, investigations, and negotiation, on June 18, 2024, the Parties remotely attended mediation with the mediator Jason Marsili, eventually resulting in a global settlement via a mediator's proposal.

In line with the settlement, Plaintiff Contreras will be filing a First Amended and Consolidated Class and Representative Action Complaint to consolidate the lawsuits and adjust the "class" and "aggrieved employees" definitions.

- B. Investigation and Discovery.** Prior to mediation, the Parties conducted significant investigation and discovery of the relevant facts and law. Defendant produced documents relating to its wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, overtime, and logging hours worked. In addition, Plaintiffs reviewed time and pay records and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of workweeks and pay periods within the Class Period. Plaintiff also interviewed several putative class members who worked for Defendant during the Class Period. The Parties agree the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Mediation.** On June 18, 2024, the Parties participated in a private mediation with Jason Marsili, a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties exchanged extensive information and data. The mediation and

subsequent negotiations resulted in the Settlement described herein to resolve the Action in its entirety.

- D. Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel have also considered the uncertainty and risks of further litigation, potential outcomes, and difficulties and delays inherent in litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including a full day of formal mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members.
- E. Benefits of Settlement to Defendant.** Defendant recognizes the defense of this litigation will be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been expended and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant considered the risks of further litigation in reaching its decision to enter this Settlement. Despite continuing to contend it is not liable for any of the claims set forth by Plaintiffs, and the existence of enforceable arbitration agreements, Defendant agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.
- F. Defendant's Denial of Wrongdoing.** The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, makes no concessions or admissions that any Class Member is or was employed by Defendant, and contends that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendant asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

Nor should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class Representatives. There has been no final determination by any court as to the merits of the claims asserted or as to whether a class or classes should be certified, other than for settlement purposes only. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall anything in this Agreement be construed or deemed an admission that the Action was properly brought as a class action pursuant to Code of Civil Procedure section 382 and under Business and Professions Code section 17200 and/or that the Action was properly brought as Private Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of Class Members or Aggrieved Employees in the future.

- G. Plaintiffs' Claims.** Plaintiffs assert Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. If this Settlement is approved, none of Plaintiffs, Class Members, or Class Counsel will oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from relitigating the Released Claims.

### **III. SETTLEMENT TERMS AND CONDITIONS**

- A. Workweeks and Pay Periods.** Based on a review of its records to date, Defendant estimates there are 770 Class Members who worked a total of 113,593 workweeks within the Class Period, and approximately 551 Eligible Aggrieved Employees who worked a total of approximately 27,615 pay periods within the PAGA Period.
- B. Settlement Consideration by Defendant.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding payroll taxes, that Defendant is obligated to pay under this Settlement Agreement is \$3,725,000. In no event shall Defendant be required to pay more than the Gross Settlement Amount, other than its share of payroll taxes or as specifically described in Section III(Q)(24).
- C. Notice to the LWDA ("PAGA Notice).** November 24, 2021, Plaintiff Buchanan submitted a Notice of Labor Code Violations Pursuant to Labor Code section 2699.3.

- D. Class Certification.** Solely for the purposes of this Agreement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. The Parties stipulate and agree that for this Settlement to occur, the Court must conditionally certify the Class as defined in this Agreement.
- E. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. This Settlement is contingent upon Preliminary and Final Approval. If the Settlement does not become final and effective, for whatever reason, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in the Action or in any other lawsuit. Defendant reserves the right to oppose class certification should this Settlement be materially modified, withdrawn, or reversed on appeal, or otherwise fails to become final and Effective. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Attorney Fee Award, Cost Award, and/or Class Representative Enhancement Payments will not constitute a material modification to the Settlement within the meaning of this Section.
- F. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.
- G. Appointment of Class Counsel.** For the purposes of this Settlement, the Parties stipulate and agree Class Counsel shall be appointed to represent the Class.
- H. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.
- 1. Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (ii) multiplying the result by each Participating Class Member's workweeks during the Class Period. One day worked in a given week will be credited as a week for purposes of this calculation. Thus, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.
  - 2. Tax Withholdings.** Each Individual Settlement Share will be apportioned as follows: twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other

authorized and required withholdings and shall be reported by an IRS Form W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-9 is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by an IRS Form 1099. The employees' share of payroll tax withholdings and other legally required withholdings shall be withheld from the portion of each Individual Settlement Share attributed to wages. Eligible Aggrieved Employees' portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties and shall be reported by IRS Form 1099.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of each Participating Class Member's portion of normal payroll withholding taxes out of each Individual Settlement Share. The Settlement Administrator will also calculate the amount of the Participating Class Members' and Defendant's portions of payroll withholding taxes. The Settlement Administrator will also submit Defendant's portion of payroll withholding tax calculation to Defendant for additional funding and forward that amount along with each Individual Settlement Share withholdings to the appropriate taxing authorities.

#### **I. Settlement Disbursement.**

1. **Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and Effective Date. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount, other than Defendant's share of payroll taxes or as specifically described in Section III(Q)(24). The Settlement Administrator shall keep the Parties' counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from the Parties' counsel. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Class Counsel, or Settlement Administrator based on the distributions and payments made in accordance with this Agreement.
2. **Funding the Settlement.** No later than fourteen (14) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into the QSF (as defined below). Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate the Individual Settlement Shares.

3. **Disbursement.** Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, Administration Costs, and PAGA Payment. The Settlement Administrator will forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA.
4. **QSF.** The Parties agree the QSF is intended to be a “Qualified Settlement Fund” under section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. section 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
5. **Uncashed Checks.** Participating Class Members and Eligible Aggrieved Employees must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, pay the amount of the uncashed funds to the California State Controller’s Unclaimed Property Division in accordance with California Unclaimed Property Law so that the Participating Class Member and Eligible Aggrieved Employee will have his or her settlement payment available to him or her per the applicable claim procedure to request that money from the State of California. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
6. **Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements.
7. **Payments.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- a. To the Plaintiffs.** In addition to their Individual Settlement Shares, and subject to the Court's approval, Plaintiffs will each receive \$10,000 as their Class Representative Enhancement Payments (totaling \$20,000) in exchange for their time, effort, and risks they undertook in bringing and prosecuting this matter. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Payments and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke the settlement and it will remain binding. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiffs, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- b. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to thirty-five percent (35%) of the Gross Settlement Amount and a Cost Award not to exceed \$30,000. Class Counsel, Plaintiffs, and Participating Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the GSA. The Parties agree that, over and above the Court-approved Attorney Fee Award and Cost Awards, each of the Parties, including all Participating Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; negotiation, execution, or implementation of this Agreement; and/or process of obtaining, administering, or challenging an Order Granting Preliminary Approval and/or Final Approval. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Settlement Administrator will also

pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or Cost Award. An IRS Forms 1099 will be issued to Class Counsel with respect to these payments. If the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

- c. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount not to exceed \$12,950. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members. If the Court does not approve the entirety of the requested Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor Plaintiffs shall be responsible for paying the difference between the amount requested and the amount awarded.
- d. **PAGA Payment.** \$150,000 shall be allocated from the Gross Settlement Amount for the settlement and release of claims for civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$112,500) to the LWDA. The Settlement Administrator shall also distribute twenty-five percent (25%) of the PAGA Payment (\$37,500) to the Eligible Aggrieved Employees as described in this Agreement.
- e. **To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees. This will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (i) dividing the amount of the Eligible Aggrieved Employees' twenty-five percent (25%) share of PAGA Payment (\$37,500) by the total number of pay periods worked by all Eligible Aggrieved Employees during

the PAGA Period; and (ii) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period.

**f. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above.

**J. Appointment of Settlement Administrator.** By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all the terms, conditions and obligations described in this Settlement Agreement. The Settlement Administrator shall be responsible for, among other things: (1) preparing, translating, printing, and mailing the Notice Packet to the Class Members; (2) keeping track of any objections or requests for exclusion from Class Members; (3) calculating each Class Member's and Eligible Aggrieved Employee's Individual Settlement Share; (4) calculating any and all payroll tax deductions as required by law; (5) mailing Individual Settlement Shares to Participating Class Members; (6) performing skip traces and remailing Notice Packets to Class Members and settlement checks to Participating Class Members and Eligible Aggrieved Employees; (7) providing weekly status reports to the Parties' counsel, which are to include updates on any objections or requests for exclusion that have been received; (8) providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; (9) mailing the portion of the PAGA Payment to the LWDA; (10) distributing the Attorney Fee Award and Cost Award to Class Counsel; (11) printing and providing Class Members and Plaintiffs with W-2 and 1099 forms as required; (12) providing a due diligence declaration for submission to the Court upon the completion of the Settlement; (13) providing any funds remaining in the QSF as a result of uncashed checks to the California State Controller's Unclaimed Property Division; and (14) performing such other tasks as the Parties agree.

The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Plaintiffs, Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Shares, or any other distribution of monies contemplated by this Agreement.

**K. CIRCULAR 230 DISCLAIMER.** Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

(1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

- (2) The Acknowledging Party: (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement; (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

**L. Procedure for Approving Settlement.**

**1. Motion for Preliminary Approval and Conditional Certification.**

- a. Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice Packet. The Motion for Preliminary Approval shall include this Settlement Agreement.
- b. At the Preliminary Approval Hearing, Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval Hearing.
- c. If the Court declines to certify the Class or Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no obligations under it. The sum of the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items is not a condition of this Agreement and shall be considered separate and apart from the fairness, reasonableness, and adequacy of this Agreement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, or Administration Costs shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiffs or Class Counsel's ability to appeal any decision by the

Court to award less than the requested Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, or Administration Costs.

**2. Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver the Class Data to the Settlement Administrator. If any or all the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or agree upon how to deal with the unavailable information. The Class Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a National Change of Address Database search for all Class Members to obtain the most up-to-date address information. The Settlement Administrator shall maintain the Class Data and all information contained therein as confidential. This provision shall not impede Class Counsel's ability to discharge its fiduciary duties, including effectuating the terms of this Settlement.
- b. Within fourteen (14) calendar days after the Settlement Administrator delivers the Class Data to Defendant, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail, using the most current mailing address information available.
- c. If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (i) tracking of all undelivered mail; (ii) performing address searches for all mail returned without a forwarding address; and (iii) promptly re-mailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its

own records the date and address of each remailing. Those Class Members who receive a remailed Notice Packet, whether by skip trace or forwarded mail, will have an additional ten (10) calendar days from the original Response Deadline to postmark an Exclusion Form or objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a remailed notice.

- d. Class Members will have the opportunity, should they disagree with the number of eligible workweeks and/or pay periods with which they have been credited, as provided in their Notice Packets, to dispute such information. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. Mail to the Settlement Administrator, explaining the basis for the dispute and including any supporting documentation showing that the workweeks and/or pay periods credited to him or her is inaccurate. Defendant's records will be presumed determinative absent credible evidence to rebut the accuracy of the workweeks and/or pay periods credited to a Class Member based thereon. The Settlement Administrator will evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination. The Court will make the final decision on disputes.
- e. If the Settlement Administrator receives an incomplete or deficient Exclusion Form, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. If the Settlement Administrator does not receive a cured Exclusion Form postmarked by the last and fourteenth (14th) day of the cure period, the Class Member will be deemed not have excluded himself or herself from the Settlement and will be bound by the Settlement.
- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform the Parties' counsel of the number of Notice Packets mailed, number of Notice Packets returned as undeliverable, number of Notice Packets remailed, and number of Exclusion Forms and objections received.

- g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than sixteen (16) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.

**3. Objections to Settlement.** The Notice Packet will provide that Class Members who wish to object to the Settlement may do so by mailing a written objection to the Settlement Administrator, postmarked no later than the Response Deadline. The date of the postmark will be the exclusive means for determining whether an objection has been timely submitted.

- a. For an objection to be valid, it must: (i) be signed by the objecting Class Member or his or her lawful representative; (ii) include the objecting Class Member's full name, address, telephone number, and last four digits of the Social Security Number; (iii) include the words "Notice of Objection" or "Formal Objection;" (iv) state the case name and case number of the Action; (v) include any and all supporting papers, briefs, written evidence, and/or other evidence; and (5) be postmarked no later than the Response Deadline. The Parties agree the Settlement Administrator shall not disclose the last four digits of any Class Member's Social Security number to anyone but the Parties, that such information will be securely held, and that the disclosure of those last four digits to the Parties shall not be used for any purpose except to ascertain the identity of the objector for administration of this Settlement.
- b. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing (either in person or through the objecting Class Member's own counsel). In other words, Class Members wishing to object to this Agreement may do so by simply appearing at the Final Approval Hearing to orally object.
- c. If a Class Member objects to this Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

- d. The Settlement Administrator shall send all objections to the Parties' counsel. Class Counsel will be responsible for filing the objections with the Court in advance of the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to respond in writing to any properly submitted objections no later than nine (9) court days before the Final Approval Hearing.
- e. If a Class Member submits both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact this Class Member to determine if they intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact the Class Member within ten (10) calendar days of receiving both the Exclusion Form and written objection or the Class Member fails to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. The Class Member's written objection will be invalid, and the Class Member will no longer be considered a member of the Class, will not receive his or her Individual Settlement Share, and will not be bound by the Released Claims.

**4. Request for Exclusion from the Settlement ("Opt Out").** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail an Exclusion Form to the Settlement Administrator by the Response Deadline. The date of the postmark will be the exclusive means for determining whether an Exclusion Form has been timely submitted.

- a. The Exclusion Form shall state the Class Member wishes to exclude himself or herself from the Settlement and must also: (i) include the Class Member's name, address, and the last four digits of the Class Member's Social Security Number; (ii) be addressed to the Settlement Administrator at the specified address; (iii) be signed by the Class Member or his or her lawful representative; and (iv) be postmarked no later than the Response Deadline. All Exclusion Forms received by the Settlement Administrator shall be submitted to the Court.
- b. An Exclusion Form will not be valid if it is not timely submitted (*e.g.*, postmarked on or before the Response Deadline), not signed by the Class Member, and/or does not contain the name and address of the Class Member. Class Members who fail to submit valid and timely Exclusion Forms will automatically be included in the Settlement and will become Participating Class Members upon the expiration of the Response Deadline. Each Participating

Class Member shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is finally approved by the Court and becomes Effective and shall receive an Individual Settlement Share regardless of whether the Participating Class Member has objected to the Settlement.

- c. Any Class Member who returns a valid and timely Exclusion Form will not participate in or be bound by the terms of the class portion of the Settlement or any Final Judgment entered if the Settlement becomes Effective and will not have any right to object to, appeal, or comment thereon. Class Members who return valid and timely Exclusion Forms will not be entitled to any payment from the Net Settlement Amount. Nothing in this Settlement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely submits an Exclusion Form.
- d. If there is a question about the authenticity of a signed Exclusion Form, the Settlement Administrator may demand additional proof of the Class Member's identity.
- e. Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any Eligible Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. An Eligible Aggrieved Employee who submits a valid and timely request for exclusion shall still receive his or her share of the PAGA Payment and shall release the PAGA claims.

**5. No Solicitation of Objections or Exclusion Forms.** Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal the Final Approval Order or Judgment.

**6. Motion for Final Approval.**

- a. At the earliest practicable time following the expiration of the Response Deadline, Class Counsel will file a motion and memorandum in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (i) Attorney Fee Award; (ii) Cost Award; (iii) Administration Costs; (iv) Class Representative Enhancement Payments; and (v) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), pursuant to which all Participating Class Members and Aggrieved Employees shall release all Released Class Claims and

Released PAGA Claims as defined above, pursuant to Rule of Court 3.769. Said judgement shall be posted on the Settlement Administrator's website.

- b. The Settlement Administrator shall submit a declaration in support of the Motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and remailed to Class Members, number of undeliverable Notice Packets, number of valid and timely Exclusion Forms received, number of valid and timely written objections received, lowest, average, and highest amount of the Individual Settlement Share, Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.
- c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (i) enforcing this Settlement Agreement; (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

**7. Defendant's Legal Fees.** Defendant is responsible for paying all its legal fees, costs, and expenses incurred in this Action in addition to and separate from payment of the Gross Settlement Amount.

**M. Released Class Claims.** Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims as set forth above.

**N. Released PAGA Claims.** Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiffs and Eligible Aggrieved Employees shall fully and finally release and discharge the Released Parties from the Released PAGA Claims as set forth above.

**O. Plaintiffs' Comprehensive Release of Claims.** Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth herein, Plaintiffs irrevocably and unconditionally release, acquit and forever discharge Defendant, all its subsidiaries, parents, predecessors, successors, investors, affiliates, current and former employees, professional employer organizations (PEO), staffing agencies (including but not limited to Manpower, Inc.), managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and the current and former servants, agents, employees, PEO's, or staffing agencies, directors, officers,

independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with Plaintiffs' employment and/or staffing services provided by Plaintiffs to Defendant and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance. This includes, without limitation: (1) Civil Rights Act of 1964, as amended; (2) 42 U.S.C. section 1981; (3) Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) Fair Labor Standards Act (including Equal Pay Act); (6) California and United States Constitution; (7) Labor Code and PAGA (including any and all provisions authorizing Plaintiffs to seek civil penalties against Defendant for wage-hour violations and/or relief under Labor Code section 132(a)); (8) Business and Professions Code Section 17200, *et. seq.*; (9) Employee Retirement Income Security Act, as amended; (10) Family and Medical Leave Act; (11) Family Rights Act; (12) Americans with Disabilities Act; (13) Pregnancy Discrimination Act; (14) Worker Adjustment and Retraining Notification Act; (15) National Labor Relations Act; (16) Immigration Reform and Control Act; (17) Government Code; (18) Wage Orders; (19) Occupational Safety and Health Act, or the Federal equivalent (20) Families First Coronavirus Relief Act and (21) any and all claims for wages, bonuses, commissions, overtime, minimum wages, meal and rest break premiums, "off-the-clock" violations, waiting time penalties, pay stub penalties, recordkeeping violations, unreimbursed business expenses, deductions from pay, statutory penalties, civil penalties, liquidated damages, restitution, paid sick leave, vacation pay, severance pay, or any other form of compensation of any kind (hereinafter collectively referred to as "Claim," "Claims" or "Released Claims"), which Plaintiffs now have, own or hold, or claim to have, own or hold, or which Plaintiffs at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Agreement, including the provisions of section 1542 of the Civil Code, ARE EXPRESSLY WAIVED.

Section 1542 of the Civil Code reads as follows:

**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 release party**

**P. Conditions Precedent.** This Settlement will become final and effective only upon the occurrence of all the following events:

1. The Court enters an order granting Preliminary Approval of the Settlement;
2. The Court enters an order granting Final Approval of the Settlement and a Final Judgment; and
3. The Effective Date occurs.

**Q. Miscellaneous Terms.**

1. **No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs.
2. **No Solicitation of Individual Settlements.** Defendant and Defense Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement becomes null and void, Defendant and Defense Counsel will not attempt to procure any individual settlements from the Class Members. Should this clause be violated, Plaintiffs reserve the right to terminate the Settlement. Plaintiffs and Class Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement becomes null and void, Plaintiffs and Class Counsel shall not attempt to procure any Exclusion Forms. Should this clause be violated, Defendant reserves the right to terminate the Settlement.
3. **Publicity.** Plaintiffs and Class Counsel agree they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiffs will state that "the case was resolved, and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of

Plaintiffs or the Class or the Settlement Agreement on their website and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiffs and Class Members and in any filings with the Court.

4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the settlement. It will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements stated herein. In entering this Agreement, the Parties agree this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
5. **Authorization to Enter the Agreement.** The Parties' counsel warrant and represent they are authorized by Plaintiffs and Defendant to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court. All such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
6. **No Unalleged Claims.** Plaintiffs and Class Counsel represent they, as of the date of execution of this Settlement, have no current intention of pursuing any claims against Defendant in any judicial, administrative, or arbitral forum, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant, and that Class Counsel are not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the Action. The Parties acknowledge, understand, and agree this representation is essential to the Agreement and that this Agreement would not have been entered were it not for this representation. Nothing in this Section will be construed as a restraint on the right of any counsel to practice.
7. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members

shall not seek any indemnification from the Parties or any of the Released Parties in this regard. If any taxing body determines that additional taxes are due from any Class Member, the Parties agree that such Class Member assumes all responsibility for the payment of such taxes.

- 8. Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Parties request the Court attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.
- 9. Fair, Adequate, and Reasonable Settlement.** The Parties and their counsel believe and warrant this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, considering all relevant factors, current and potential. The Parties further agree this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in the drafting of this Agreement.
- 10. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the settlement and must be approved substantially as written. The descriptive headings of any sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 11. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith. The Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection.
- 12. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in this Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

- 14. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest and subject to Court approval.
- 15. No Assignment.** Plaintiffs represent, covenant, and warrant they have not assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 16. Waiver of Certain Appeals.** The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement unless the Court materially modifies the Settlement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 17. Notice of Settlement to LWDA.** Plaintiffs represent that at the same time they file the Motion for Preliminary Approval, they will provide notice of this Agreement and proposed settlement to the LWDA as required by Labor Code section 2699(1)(2).
- 18. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 19. 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.
- 20. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
- 21. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 22. Right to Withdraw Due to Opt-Outs.** Notwithstanding any other provision of this Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to unilaterally withdraw from and terminate the Settlement if the Participating Class Members representing more than an aggregate total of ten percent (10%) of the verified workweeks opt out of the Settlement. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than five (5) court days after the

Administrator sends the final weekly report. A late election will have no effect. The Parties agree if Defendant withdraws, 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 Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason.

**23. Right to Withdraw Due to Material Changes.** Defendant and Plaintiffs shall retain the right, in the exercise of their sole discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the Basic Settlement terms. Basic Settlement terms include: (a) amount of the Gross Settlement Amount; (b) time period of the Released Class Claims; (c) covered Class Period or PAGA Period; (d) Escalator Clause; and/or (e) Parties' respective option to revoke the Settlement as set forth. In the event the Settlement is terminated due to the Court making or ordering material changes to the Basic Settlement terms as defined herein, the Parties shall equally be responsible for paying all settlement administration costs incurred to that point.

**24. Escalator Clause.** At the time of mediation and settlement of this matter, it was believed that there were approximately 125,000 workweeks. If the number of workweeks through the Class Period is more than ten percent (10%) (*i.e.*, more than 137,500 workweeks worked), then Defendant shall, at its option, either: (a) increase the GSA proportionally by the workweeks in excess of the ten percent (10%); or (b) cap the Class Period as of the date the number of workweeks reaches but does exceed ten percent (10%) greater than 125,000 workweeks. Under option (a), an increase of more than ten percent (10%) shall mean that if the number of workweeks increase by more than ten percent (10%) through the Class Period, this will increase the GSA proportionally over the ten percent (10%) increase (*i.e.*, if the number of workweeks increase by 11% through the Class Period, and Defendant elects option (a) set forth above, then the GSA shall increase by 1%).

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

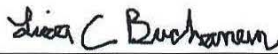
Dated: 12/03/2024

**Carlos Contreras**

By: 

Dated: 12/03/2024

**Lisa Buchanan**

By: 

Dated: December 5, 2024

**Justice Law Corporation [Approving as to Form Only]**

By:   
Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Lily Short, Esq.  
*Attorneys for Plaintiffs*

Dated: Jan 9, 2025

**MeriCal, LLC**

By:   
On behalf of MeriCal, LLC

Dated: December 9, 2024

**Fisher and Phillips LLP [Approving as to Form Only]**

By:   
Boris Sorsher  
*Attorneys for Defendant*

# **EXHIBIT A**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
*Contreras v. MeriCal, LLC*  
Case No. 30-2021-01214079-CU-OE-CJC  
(Consolidated With Case No. 30-2022-01259256-CU-OE-CXC)

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

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

**TO: All current or former hourly-paid or non-exempt employees of Defendant MeriCal, LLC (“Defendant”) who directly worked for Defendant within the State of California at any time during the period from February 3, 2017, through June 18, 2024.**

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

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

All current or former hourly-paid or non-exempt employees of Defendant who directly worked for Defendant within the State of California at any time during the period from February 3, 2017, through June 18, 2024.

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

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

### **WHAT INFORMATION IS IN THIS NOTICE**

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## **1. *Why Have I Received This Notice?***

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Class Claims from February 3, 2017, through June 18, 2024 ("Class Period"), and all Eligible Aggrieved Employees' Released PAGA Claims from November 24, 2020, through June 18, 2024 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED] in the Superior Court of California, County of Orange. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

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

The Court will hold a Final Approval Hearing concerning the settlement on [REDACTED] at [REDACTED] before Judge Melissa McCormick at Department CX-104 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

## **2. *What Is This Case About?***

On August 2, 2021, Carlos Contreras ("Plaintiff Contreras") filed a wage-and- hour class action lawsuit in the Superior Court of California, County of Orange, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200 (Case No. 30-2021-01214079-CU-OE-CJC).

On November 24, 2021, Plaintiff Lisa Buchanan ("Plaintiff Buchanan") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

On May 12, 2022, Plaintiff Buchanan filed a representative Private Attorneys' General Act of 2004 ("PAGA") action against Defendant in the Superior Court of California, County of Orange, predicated on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide paid sick leave; (3) failure to provide meal periods and rest breaks; (4) failure to timely pay wages during employment; (5) failure to timely pay wages upon termination; (6) failure to provide complete and accurate wage statements; (7) failure to keep complete and accurate payroll records; and (8) failure to reimburse business expenses (Case No. 30-2022-01259256-CU-OE-CXC).

After engaging in discovery, investigations, and negotiation, on June 18, 2024, the Parties remotely attended mediation with the mediator Jason Marsili, eventually resulting in a global settlement via a mediator's proposal. In line with the settlement, Plaintiff Contreras filed a First Amended and Consolidated Class and Representative Action Complaint to consolidate the lawsuits and adjust the "class" and "aggrieved employees" definitions.

Defendant disagrees with the allegations made by Plaintiff Contreras and Plaintiff Buchanan (collectively, the "Plaintiffs"). Defendant expressly denies it did anything to Plaintiffs or any other Class Member that was illegal or would result in any liability under the employment laws. Defendant also does not admit it employed any Class Member at any time.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated nor has it decided in favor of the Parties. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

### **3. *Am I A Class Member?***

You are a Class Member if you are current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from February 3, 2017, through June 18, 2024.

### **4. *How Does This Class Action Settlement Work?***

Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed as hourly-paid or non-exempt employees of Defendant within the State of California during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members”. The settlement of this Class Action resolves the Released Class Claims of all Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents that explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiffs’ counsel (“Class Counsel”), whose contact information is below, and they will provide you with a copy free of charge.

### **5. *Who Are the Attorneys Representing the Parties?***

| <b>Attorneys for Plaintiffs and the Class</b>                                                                                                                                                                       | <b>Attorneys for Defendant</b>                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>JUSTICE LAW CORPORATION</b><br>Douglas Han<br>Shunt Tatavos-Gharajeh<br>Lily Short<br>751 N. Fair Oaks Avenue, Suite 101<br>Pasadena, California 91103<br>Telephone: (818) 230-7502<br>Facsimile: (818) 230-7259 | <b>FISHER AND PHILLIPS LLP</b><br>Boris Sorsher<br>Christine Baran<br>2050 Main Street, Suite 1000<br>Irvine, California 92614<br>Phone: (949) 798-2101 |

The Court has preliminarily approved the appointment of Justice Law Corporation to represent you and all Class Members simultaneously with respect to the Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

### **6. *What Are My Options?***

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

**Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.**

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid or non-exempt employee of Defendant within the State of California during the Class Period. You will release all the Released Class Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Class Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Class Claims as defined in Section No. 9 below. If you do “opt-out”, you will still receive a portion of the PAGA Payment (defined below). Your right to pursue a claim pursuant to PAGA will be extinguished regardless of whether you opt out.
- **OBJECT:** You may file a written objection to the Settlement. If you would like to object, you may not opt out of this Settlement. If you submit both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and written objection or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your written objection will be invalid, and you will no longer be considered a member of the Class, will not receive your Individual Settlement Share, and will not be bound by the Released Class Claims.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

#### **7. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not wish to participate in the Settlement, you may be excluded from the Settlement by sending a timely exclusion form. A Request for Exclusion Form (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Class Claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first-class regular U.S. Mail, postmarked no later than [REDACTED] to: **MERICAL, LLC C/O [REDACTED]**. You cannot exclude yourself by phone.

**Eligible Aggrieved Employees May Not Opt Out of PAGA Portion of the Settlement.** You do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the Released PAGA Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the Released PAGA Claims.

If you receive a remailed Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from [REDACTED] to postmark an Exclusion Form or objection to the Settlement. The envelope should indicate whether the Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

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

If a Class Member submits both an Exclusion Form and written objection, the Exclusion Form will be deemed valid, and the objection will be deemed invalid, as set forth in the Settlement.

You are responsible for ensuring that the Settlement Administrator receives any Exclusion Form you submit.

#### **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at [REDACTED] by [REDACTED]. The objection must: (1) be signed by the objecting Class Member or his or her lawful representative; (2) include the objecting Class Member's full name, address, telephone number, and last four digits of the Class Member's Social Security Number; (3) include the words "Notice of Objection" or "Formal Objection;" and (4) state the case name and case number.

Class Members' valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Absent good cause found by the Court, Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

If a Class Member submits both an Exclusion Form and written objection, the Exclusion Form will be deemed valid, and the objection will be invalid, as set forth in the Settlement.

#### **9. *How Does This Settlement Affect My Rights?***

If the Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and clients ("Released Parties"). The Released Class Claims are as follows:

##### **A. Released Class Claims.**

Upon the Effective Date and Defendant's fulfillment of its payment obligations set forth in the Settlement Agreement, Plaintiffs and Participating Class Members release and forever discharge, for the duration of the Class Period, all claims based on the factual allegations and statutes asserted or that could have been asserted in the Complaints and PAGA Notice. This includes claims for: (1) failure to pay earned wages; (2) failure to pay

minimum wages (including any claims for additional wages owed due to “off-the-clock” work) and sick and vacation pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) unfair competition or business practices; (13) PAGA penalties; (14) associated penalties, whether civil or statutory in nature, interest, attorneys’ fees and costs, or any other associated damages, and all other alleged violations of the Labor Code and Business and Professions Code section 17200, *et seq.*; and (15) all other claims and allegations alleged in or which could have been alleged in the Action based on the facts and allegations pled in the Action. This release excludes the release of claims not permitted by law.

#### **B. Released PAGA Claims.**

Upon the Effective Date and Defendant’s fulfillment of its payment obligations set forth in the Settlement Agreement, Plaintiffs and Eligible Aggrieved Employees release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties under PAGA based on the factual allegations and statutes asserted or that could have been asserted in the Complaints and PAGA Notice. These are all claims for civil penalties based upon or arising out of Defendant’s alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to “off-the-clock” work) and sick and vacation pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; and (11) failure to reimburse business-related expenses. The Released PAGA Claims include a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA Period).

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

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to but no more than \$3,725,000 (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to all Class Members who do not submit valid and timely requests to exclude themselves from the Settlement (“Participating Class Members”) after the deduction of the following:

- 1) Attorney Fee Award of up to thirty-five percent (35%) of the Gross Settlement Amount to Class Counsel;
- 2) Cost Award of up to \$30,000 to Class Counsel. These payments are each subject to court approval;
- 3) Class Representative Enhancement Payments of up to \$10,000 to each Plaintiff (totaling \$20,000);
- 4) Administration Costs of up to \$12,950 to the Settlement Administrator; and
- 5) PAGA Payment of up to \$150,000 to the LWDA and Eligible Aggrieved Employees.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (1) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each Participating Class Member's workweeks during the Class Period. One day worked in a given week will be credited as a week for purposes of this calculation. Thus, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records that show you worked [REDACTED] workweeks during the Class Period.

If you believe the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid separate and apart of the Gross Settlement Amount.

Defendant is expected to fund the Gross Settlement Amount no later than fourteen (14) calendar days after the Effective Date. Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

- The "Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

#### ***11. What is the PAGA Payment and Am I Eligible for it?***

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themselves and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. Aggrieved employees do retain the right to pursue the class claims if they timely opt out of the settlement.

Under the terms of the Settlement, \$150,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$112,500) will be sent to the State of California. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$37,500) based on the number of pay periods they worked during the PAGA Period.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you current or former hourly-paid or non-exempt employee of Defendant who directly worked for Defendant within the State of California at any time during the period from November 24, 2020, through June 18, 2024.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the \$37,500 of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (1) dividing the amount of the Eligible Aggrieved Employees' twenty-five percent (25%) share of PAGA Payment (\$37,500) by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period.

Based on the total number of pay periods during the PAGA Period during which you were employed, your portion of the PAGA Payment is \$[REDACTED]. This is based on Defendant's records that show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval. Moreover, you will be bound by the Released PAGA Claims even if you do not cash your settlement check for your portion of the PAGA Payment.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

#### **12. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount for attorneys' fees and an amount not to exceed \$30,000 for litigation costs. Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiffs will also be paid Class Representative Enhancement Payments, subject to Court approval.

#### **13. Final Approval Hearing**

The Court will hold a Final Fairness and Approval Hearing concerning the Settlement on [REDACTED] at [REDACTED] before Judge Melissa McCormick at Department CX-104 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at the Final Approval Hearing. Any changes to the Final Approval Hearing date will be reflected on the Settlement Administrator's website [REDACTED]. A copy of this Notice along with the most important documents in this Class Action will also be made available on Settlement Administrator's website reflected above.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "MeriCal, LLC class action settlement".

The Settlement Administrator will post all key documents on its website set forth above, including the operative complaint, written notice to the LWDA, Settlement Agreement and any amendments, Notice Packet (comprised of this Notice, Exclusion Form, and Objection Form), Order Granting Preliminary Approval, and Order and Judgment Granting Final Approval. The Order and Judgment Granting Final Approval will be posted on the Settlement Administrator's website for at least one hundred eighty (180) calendar days.

This Notice does not contain all the terms of the Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the "Online Services" tab, then the "Case Access" subtab, and then the link for "Civil Case & Document Access". Once at this screen, you must read the "Information Disclaimer" and click on "Accept Terms". Next, you must input the case number 30-2021-01214079-CU-OE-CJC, the year the case was filed (2021), confirm that you are not a robot, and click "Search". Next, click on the "Register of Actions" tab and scroll down to the document containing the full Settlement Agreement, titled [REDACTED] filed on [REDACTED]. Click on the blank box next to this document and then click on the "Cart" tab. Finally, click on "Checkout" to purchase the document.

You may contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement or case documents free of charge.

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



CONTACT INFO: 1-888-999-8628

EMAIL: [INFO@TRANSAPTION.COM](mailto:INFO@TRANSAPTION.COM)

### Certification of Translation Accuracy

#### Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024\_12\_03\_Class Notice, Contreras v. MeriCal, LLC, Case No - 30-2021-01214079-CU-OE-CJC**

Order Date: December 06, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: *Christina Harmon*



**TRANSAPTION**



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

### TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024\_12\_03\_Class Notice**, in the case Contreras v. MeriCal, LLC, Case No - 30-2021-01214079-CU-OE-CJC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on DEC 06, 2024.

*Christina Harmon*

Christina Guerrero Harmon

12/06/2024

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>



**AVISO DE DEMANDA COLECTIVA Y ACUERDO DE PAGA**

*Un Tribunal autorizó este aviso. No se trata de una oferta personalizada de servicios.  
No se trata de una demanda contra usted y no se le está demandando.  
Sin embargo sus derechos legales se verán afectados en caso que usted actúe o no.*

**PARA: Todos los empleados actuales o anteriores pagados por hora o no exentos del Demandado MeriCal, LLC (“Demandado”) que hayan sido directamente empleados por el Demandado dentro del estado de California en algún momento durante el período comprendido entre el 3 de febrero de 2017 y el 18 de junio de 2024.**

El Tribunal Superior del Estado de California, Condado de Orange ha aprobado preliminarmente un Acuerdo (“Acuerdo”) de la Demanda mencionada (“Demanda Colectiva”). Debido a que sus derechos pueden verse afectados por este Acuerdo es importante que lea detenidamente este Aviso de Acción Colectiva y Acuerdo PAGA (“Aviso”).

El Tribunal ha certificado la siguiente clase a efectos del Acuerdo (“Clase” o “Miembros de la Clase”):

Todos los empleados actuales o anteriores pagados por hora o no exentos del Demandado que hayan sido directamente empleados por el Demandado dentro del estado de California en algún momento durante el período comprendido entre el 3 de febrero de 2017 y el 18 de junio de 2024.

El propósito de este Aviso es proporcionar una breve descripción de las reclamaciones alegadas en la Demanda Colectiva, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

**ES POSIBLE QUE USTED TENGA DERECHO A RECIBIR UN PAGO EN VIRTUD DEL ACUERDO COLECTIVO PROPUESTO. LEA ATENTAMENTE ESTE AVISO; LE INFORMA SOBRE SUS DERECHOS LEGALES.**

**QUÉ INFORMACIÓN SE INCLUYE EN ESTE AVISO**

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**1. ¿Por qué he recibido este Aviso?**

Los expedientes de recursos humanos del Demandado indican que es posible que usted sea Miembro de la Clase. El Acuerdo resolverá todas las Reclamaciones Exoneradas de los Miembros de la Clase desde el 3 de febrero de 2017 hasta el 18 de junio de 2024 (“Período de la Clase”), y todas las Reclamaciones PAGA Exoneradas de los Empleados Agraviados que Califican desde el 24 de noviembre de 2020 hasta el 18 de junio de 2024 (“Período PAGA”), como se describe en la Sección No. 9 a continuación.



Se celebró una Audiencia de Aprobación Preliminar el [REDACTED] en el Tribunal Superior de California, Condado de Orange. El Tribunal certificó condicionalmente a la Clase sólo a efectos del Acuerdo y ordenó que usted recibiera este Aviso.

El Tribunal ha determinado únicamente que existen pruebas suficientes que sugieren que el Acuerdo podría ser justo, adecuado y razonable y que cualquier determinación final sobre estas cuestiones se realizará en la Audiencia de Aprobación Definitiva.

El Tribunal celebrará una Audiencia de Aprobación Definitiva relativa al Acuerdo el [REDACTED] a las [REDACTED] ante la Jueza Melissa McCormick en el Juzgado CX- 104 en el Tribunal Superior de California, Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701.

## **2. ¿De qué trata esta Causa?**

El 2 de agosto de 2021, Carlos Contreras (“el Demandante Contreras”) presentó una Demanda Colectiva por salarios y horas ante el Tribunal Superior de California, Condado de Orange, alegando incumplimientos de: (1) los artículos 510 y 1198 del Código Laboral (horas extraordinarias no pagadas); (2) los artículos 226.7 y 512(a) del Código Laboral (primas por períodos de comida no pagadas); (3) el artículo 226.7 del Código Laboral (primas por períodos de descanso no pagadas); (4) los artículos 1194 y 1197 del Código Laboral (salarios mínimos no pagados); (5) los artículos 201 y 202 del Código Laboral (salarios finales no pagados a tiempo); (6) el artículo 226(a) del Código Laboral (declaraciones salariales no conformes); (7) los artículos 2800 y 2802 del Código Laboral (gastos empresariales no reembolsados); y (8) el artículo 17200 del Código de Comercio y Profesiones (Causa n° 30-2021-01214079-CU-OE-CJC).

El 24 de noviembre de 2021 la Demandante Lisa Buchanan (“la Demandante Buchanan”) les notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA” por sus siglas en inglés) y al Demandado las disposiciones específicas del Código Laboral que ella alega fueron incumplidas y las teorías que sustentan sus alegatos.

El 12 de mayo de 2022 la Demandante Buchanan presentó una Demanda representativa de la Ley General de Abogados Privados de 2004 (“PAGA” por sus siglas en inglés) contra el Demandado en el Tribunal Superior de California, condado de Orange, basada en la supuesta (1) falta de pago del salario mínimo y de las horas extraordinarias; (2) falta de baja por enfermedad retribuida; (3) falta de períodos de comida y de descanso; (4) falta de pago puntual de los salarios durante el empleo; (5) falta de pago puntual de los salarios tras el despido; (6) falta de presentación de declaraciones de salarios completas y exactas; (7) falta de mantenimiento de registros de nóminas completos y exactos; y (8) falta de reembolso de los gastos empresariales (Causa n° 30-2022-01259256-CU-OE-CXC).

Después de realizar la entrega de pruebas, las investigaciones y negociaciones, el 18 de junio de 2024 las partes asistieron a una sesión de conciliación a distancia con el conciliador Jason Marsili, que finalmente resultó en un Acuerdo general a partir de una propuesta del conciliador. En línea con el Acuerdo, el Demandante Contreras presentó una Primera Demanda Colectiva y representativa enmendada y consolidada para consolidar las Demandas y ajustar las definiciones de “Clase” y “Empleados Perjudicados”.

El Demandado no está de Acuerdo con las alegaciones hechas por el Demandante Contreras y la Demandante Buchanan (colectivamente, los “Demandantes”). El Demandado niega expresamente haber cometido alguna irregularidad en contra de los Demandantes o a algún otro Miembro de la Clase o haber hecho alguna cosa que pudiera generar alguna responsabilidad civil virtud de las leyes laborales. El Demandado tampoco admite haber empleado a ningún Miembro de la Clase en ningún momento.

El Tribunal no ha determinado si las reclamaciones presentadas por los Demandantes tienen algún mérito. En otras palabras el Tribunal no ha determinado si se ha incumplido alguna ley ni ha decidido a favor de las Partes. Ambas partes en cambio acordaron resolver la demanda sin tomar alguna decisión o admitir quién tiene la razón. Al acordar resolver la Demanda todas las Partes evitan los riesgos y el coste de un juicio.

## **3. ¿Soy Miembro de la Clase?**

Usted es un Miembro de la Clase si es o fue empleado por hora o no exento por el Demandado dentro del estado de California en algún momento durante el período comprendido entre el 3 de febrero de 2017 y el 18 de junio de 2024.



#### 4. *¿Cómo funciona este Acuerdo Colectivo?*

Los Demandantes demandaron en nombre propio y en nombre de todos los demás empleados en situación similar que fueron contratados como empleados pagados por hora o no exentos por el Demandado dentro del estado de California durante el Período de la Demanda Colectiva. Los Demandantes y estos otros empleados actuales y anteriores conforman una “Clase” y son “Miembros de la Clase”. El Acuerdo de esta Demanda Colectiva resuelve las Reclamaciones Exoneradas de la Clase de todos los Miembros de la Clase excepto de aquellos que se excluyan de la Clase solicitando ser excluidos en la forma que se establece a continuación.

Los Demandantes y los Abogados de la Clase creen que el Acuerdo es justo y razonable. El Tribunal también debe revisar las cláusulas del Acuerdo y determinar si es justo y razonable para la Clase. En el expediente del Tribunal se encuentran los documentos del Acuerdo que explican el Acuerdo con mayor detalle. Si desea obtener copias de los documentos del Acuerdo, puede ponerse en contacto con el abogado de los Demandantes (“Abogado de la Clase”), cuyos datos de contacto figuran más abajo, y le facilitarán una copia de forma gratuita.

#### 5. *¿Quiénes son los abogados que representan a las partes?*

| Abogados de los Demandantes y de la Clase de Demandantes                                                                                                                                                     | Abogados del Demandado                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>JUSTICE LAW CORPORATION</b><br>Douglas Han<br>Shunt Tatavos-Gharajeh<br>Lily Short<br>751 N. Fair Oaks Avenue, Suite 101<br>Pasadena, California 91103<br>Teléfono: (818) 230-7502<br>Fax: (818) 230-7259 | <b>FISHER AND PHILLIPS LLP</b><br>Boris Sorsher<br>Christine Baran<br>2050 Main Street, Suite 1000<br>Irvine, California 92614<br>Teléfono: (949) 798-2101 |

El Tribunal ha aprobado de forma preliminar el nombramiento de Justice Law Corporation para que le represente a usted y a todos los Miembros de la Clase simultáneamente con respecto al Acuerdo. El Abogado de la Clase está trabajando en su nombre. Si desea tener su propio abogado puede contratar uno a su propio costo.

#### 6. *¿Cuáles son mis opciones?*

El propósito de este Aviso es informarle del Acuerdo y de sus opciones. Cada opción tiene sus consecuencias las cuales debe comprender antes de tomar una decisión. A continuación se resumen sus derechos en relación con cada opción y los pasos que debe dar para seleccionar cada una de ellas y se explican con más detalle en este Aviso.

**Nota importante:** *El Demandado no tomará ningún tipo de represalia contra usted por participar o no en este Acuerdo.*

- **NO HACER NADA:** Si no hace nada y el Tribunal otorga la aprobación final del Acuerdo, usted formará parte de esta Demanda y recibirá una Participación Individual en el Acuerdo basada en la cantidad total de Semanas Laborales que estuvo empleado como empleado por hora o no exento por el Demandado dentro del estado de California durante el Período de la Demanda Colectiva. Usted renunciará a todas las Reclamaciones Exoneradas de la Clase, tal como se definen en la Sección No. 9 a continuación, y renunciará a su derecho de perseguir las Reclamaciones Exoneradas de la Clase, tal como se definen en la Sección No. 9 a continuación.
- **EXCLUIRSE:** Si no desea participar como Miembro de la Clase, puede “renunciar”, lo que le eliminará de la Clase y de esta Demanda Colectiva. Si el Tribunal concede la aprobación definitiva del Acuerdo, no recibirá una Parte Individual del Acuerdo y no renunciará al derecho de Demandar a las Partes Exoneradas, incluido el Demandado, por ninguna de las Reclamaciones Exoneradas de la Clase, tal



y como se definen en la Sección nº 9 a continuación. Si se “excluye”, seguirá recibiendo una parte del Pago PAGA (definido más adelante). Su derecho a presentar una reclamación en virtud de PAGA se extinguirá independientemente de si opta por la exclusión voluntaria.

- **OBJETARSE:**

Puede presentar una objeción por escrito al Acuerdo. Si desea presentar una objeción no podrá excluirse de este Acuerdo. Si presenta tanto un Formulario de Exclusión como una objeción por escrito al Administrador del Acuerdo antes de la Fecha Límite de Respuesta, el Administrador del Acuerdo intentará primero ponerse en contacto con usted para determinar si su intención era presentar sólo el Formulario de Exclusión o la objeción por escrito. Si el Administrador del Acuerdo no puede ponerse en contacto con usted en un plazo de diez (10) días naturales a partir de la recepción tanto del Formulario de Exclusión como de la objeción por escrito, o si usted no le responde al Administrador del Acuerdo en un plazo de diez (10) días naturales a partir de que éste se haya puesto en contacto con usted, sólo se considerará válido el Formulario de Exclusión. Su objeción por escrito no será válida y dejará de ser considerado Miembro de la Clase, no recibirá su Parte Individual del Acuerdo y no quedará vinculado por las Reclamaciones Exoneradas de la Clase.

Los procedimientos para optar por no participar y objetarse se exponen más adelante en las secciones tituladas “¿Cómo puedo optar por no participar o excluirme de este Acuerdo?” y “¿Cómo puedo oponerme al Acuerdo?”

## 7. ¿Cómo puedo optar por no participar o excluirme de este Acuerdo?

Si no desea participar en el Acuerdo, puede ser excluido del mismo enviando a tiempo un formulario de exclusión. Junto con este Aviso se le ha facilitado un Formulario de Solicitud de Exclusión (“Formulario de Exclusión”) que puede utilizar para este fin. Alternativamente, puede enviar su propio documento escrito que incluya esta misma información. Si opta por excluirse del Acuerdo, no estará liberando las Reclamaciones Exoneradas de la Clase establecidas en la Sección 9. El Formulario de Exclusión debe ser firmado, fechado y enviado por correo ordinario de primera clase de EE. UU., con matasellos no posterior a [REDACTED] a: **MERICAL, LLC C/O [REDACTED]**. No puede excluirse por teléfono.

**Los empleados agraviados que califiquen no podrán optar por excluirse de la porción PAGA del Acuerdo.** Usted no tiene derecho a optar por no participar o excluirse de otro modo de la porción PAGA del Acuerdo, que libera las Reclamaciones PAGA Exoneradas. Si presenta una solicitud de exclusión válida y oportuna, seguirá recibiendo su parte del Pago PAGA y liberará las Reclamaciones PAGA Exoneradas.

Si recibe un Aviso reenviado, ya sea por skip-trace o por correo reenviado, dispondrá de un plazo adicional de diez (10) días naturales a partir del [REDACTED] para enviar por correo un Formulario de exclusión o una objeción al Acuerdo. El sobre deberá indicar si el Aviso ha sido reenviado o reenviado por correo. Le recomendamos que conserve copias de todos los documentos, incluido el sobre, por si se impugna el plazo.

Los Formularios de Exclusión que no incluyan toda la información requerida y/o que no se presenten a tiempo se considerarán nulos, inválidos e ineficaces. Cualquier Miembro de la Clase que no presente un Formulario de Exclusión válido y oportuno en la fecha límite especificada anteriormente o antes de la misma quedará obligado por todos los términos del Acuerdo, la exoneración y cualquier Sentencia dictada en la Demanda Colectiva si el Acuerdo recibe la aprobación final del Tribunal. Todos los Formularios de Exclusión recibidos por el Administrador del Acuerdo se presentarán al Tribunal.

Si un Miembro de la Clase presenta tanto un Formulario de Exclusión como una objeción por escrito, el Formulario de Exclusión se considerará válido y la objeción se considerará inválida, tal y como se establece en el Acuerdo.

Usted es responsable de asegurarse de que el Administrador del Acuerdo reciba cualquier Formulario de Exclusión que presente.

## 8. ¿Cómo puedo oponerme al Acuerdo?

Si usted es un Miembro de la Clase que no opta por excluirse del Acuerdo puede objetarse al Acuerdo personalmente o a través de un abogado, enviando por correo una objeción al Administrador del Acuerdo a [REDACTED] por [REDACTED]. La objeción debe: (1) estar firmada por el Miembro de la Clase que presenta la objeción o por su representante legal; (2) incluir el nombre completo, la dirección, el número de teléfono y los cuatro últimos dígitos del número de la Seguridad Social del Miembro de la



Clase que presenta la objeción; (3) incluir las palabras “Notificación de objeción” u “Objeción formal”; e (4) indicar el nombre y el número de la causa.

Las objeciones válidas y oportunas por escrito de los Miembros de la Clase al Acuerdo seguirán siendo tenidas en cuenta aunque el objetor no comparezca en la Audiencia de Aprobación Definitiva. Salvo causa justificada apreciada por el Tribunal, se considerará que los Miembros de la Clase que no presenten objeciones en la forma especificada anteriormente han renunciado a cualquier objeción y no podrán presentar objeciones (ya sea por apelación o de otro modo) al Acuerdo. Si el Tribunal rechaza la objeción, el Miembro de la Clase recibirá una Participación Individual en el Acuerdo y quedará vinculado por los términos del Acuerdo.

Si un Miembro de la Clase presenta tanto un Formulario de Exclusión como una objeción por escrito, el Formulario de Exclusión se considerará válido y la objeción no será válida, tal y como se establece en el Acuerdo.

## **9. ¿Cómo afecta este Acuerdo a mis derechos?**

Si el Acuerdo es aprobado por el Tribunal, éste dictará una Sentencia Definitiva. Todos los Miembros de la Clase de Demandantes que no opten por no participar en el Acuerdo quedarán vinculados por la sentencia definitiva del tribunal y liberarán y exonerarán totalmente al Demandado y a sus directores, directivos, accionistas, propietarios, Miembros, agentes gestores, abogados, aseguradores, cesionarios, empresas matrices, subsidiarias, filiales, predecesores, sucesores, socios comerciales, socios contractuales y clientes pasados y presentes (“partes exoneradas”). Las Reclamaciones Exoneradas de la Clase son las siguientes:

### **A. Reclamaciones Colectivas Exoneradas.**

A partir de la Fecha de entrada en vigor y del cumplimiento por parte del Demandado de sus obligaciones de pago establecidas en el Acuerdo de conciliación, los Demandantes y los Miembros Participantes de la Clase liberan y exoneran para siempre, durante la duración del Periodo de la Clase, de todas las reclamaciones basadas en las alegaciones de hecho y en los estatutos afirmados o que podrían haber sido afirmados en las Demandas y en la Notificación PAGA. Esto incluye las reclamaciones por: (1) falta de pago de los salarios devengados; (2) falta de pago de los salarios mínimos (incluyendo cualquier reclamación por salarios adicionales debidos debido al trabajo “fuera de horario”) y de la paga por enfermedad y vacaciones a la tasa adecuada; (3) falta de pago de la compensación por horas extraordinarias (incluyendo la falta de cálculo adecuado de la tasa regular de pago de aquellos que trabajaron horas extraordinarias y ganaron la paga de incentivos); (4) no proporcionar pausas para comer; (5) no proporcionar pausas para descansar; (6) no pagar los salarios de prima por periodo de comida a la tasa regular de pago; (7) no pagar los salarios de prima por periodo de descanso a la tasa regular de pago; (8) no proporcionar declaraciones salariales exactas; (9) no pagar puntualmente los salarios finales durante el empleo y en el momento de la separación; (10) no mantener registros exactos de las nóminas; (11) no reembolsar los gastos relacionados con la empresa; (12) competencia desleal o prácticas empresariales; (13) sanciones PAGA; (14) sanciones asociadas, ya sean de naturaleza civil o estatutaria, intereses, honorarios de abogados y costas, o cualquier otro daño asociado, y todas los demás supuestos incumplimientos del Código Laboral y del Código de Negocios y Profesiones artículo 17200, y siguientes; y (15) todas las demás reclamaciones y alegaciones alegadas en la Acción o que podrían haberse alegado en la misma basándose en los hechos y alegaciones declarados en la Acción. Esta exoneración excluye la exoneración de reclamaciones no permitidas por la ley.

### **B. Reclamaciones Exoneradas PAGA.**

A partir de la Fecha de Entrada en Vigor y del cumplimiento por parte del Demandado de sus obligaciones de pago establecidas en el Acuerdo de Conciliación, Los Demandantes y los Empleados Agraviados que Califican liberan y descargan para siempre, por la duración del Periodo PAGA, todas las reclamaciones por sanciones civiles en virtud de PAGA basadas en las alegaciones de hecho y los estatutos afirmados o que podrían haber sido afirmados en las Demandas y la Notificación PAGA. Se trata de todas las reclamaciones de sanciones civiles basadas en o derivadas de la supuesta (1) falta de pago de los salarios devengados; (2) falta de pago de los salarios mínimos (incluyendo cualquier reclamación de salarios adicionales adeudados debido al trabajo “fuera de horario”) y de la paga por enfermedad y vacaciones a la tasa adecuada; (3) falta de pago de la compensación por horas extraordinarias (incluyendo la falta de cálculo adecuado de la tasa regular de pago de aquellos que trabajaron horas extraordinarias y ganaron la paga de incentivos); (4) falta de provisión de pausas para comer; (5) no proporcionar pausas de descanso; (6) no pagar los salarios de prima por periodo de comida a la tasa regular de pago; (7) no pagar los salarios de prima por periodo de descanso a la tasa regular de pago; (8) no proporcionar declaraciones salariales precisas; (9) no pagar puntualmente los salarios finales durante el empleo y en el momento de la separación; (10) no mantener registros de nóminas precisos; y (11) no reembolsar los gastos relacionados con la empresa. Las Reclamaciones PAGA Exoneradas incluyen una exoneración del Estado de California



(en la medida en que se permita a los Demandantes proporcionar dicha exoneración para el Estado de California durante el Periodo PAGA).

#### **10. ¿Cuánto puedo esperar recibir de este Acuerdo?**

La cantidad máxima total que el Demandado podría verse obligado a pagar en virtud del Acuerdo de conciliación será de hasta \$3,725,000, pero no superior a (“Cantidad Bruta del Acuerdo” o “GSA” por sus siglas en inglés).

El “Importe Neto del Acuerdo” o “NSA” (por sus siglas en inglés) significa la parte del Importe Bruto del Acuerdo disponible para su distribución a todos los Miembros Participantes de la Clase que no presenten solicitudes válidas y oportunas para excluirse del Acuerdo (“Miembros Participantes de la Clase”) tras la deducción de lo siguiente:

- 1) Concesión de honorarios de abogado de hasta el treinta y cinco por ciento (35%) del importe bruto del Acuerdo a los abogados de la Clase;
- 2) Adjudicación de costes de hasta \$30,000 a los abogados de la Clase. Cada uno de estos pagos está sujeto a la aprobación del tribunal;
- 3) Pagos de mejora a los representantes de la Clase de hasta \$10,000 a cada Demandante (por un total de \$20,000);
- 4) Costes de administración de hasta \$12,950 al administrador del Acuerdo; y
- 5) Pago PAGA de hasta \$150,000 a la LWDA y a los empleados agraviados que califiquen.

Una vez deducidas las partidas mencionadas anteriormente, el Importe Neto del Acuerdo restante se distribuirá proporcionalmente entre todos los Miembros Participantes de la Clase. El Administrador del Acuerdo pagará una Parte Individual del Acuerdo del Importe Neto del Acuerdo a cada Miembro Participante de la Clase. Cada Miembro Participante de la Clase recibirá una parte proporcional del Monto Neto del Acuerdo que será igual a: (1) dividir el Importe Neto del Acuerdo entre el número total de semanas Laborales trabajadas por todos los Miembros Participantes de la Clase durante el Periodo de la Clase; y (2) multiplicar el resultado por las Semanas Laborales de cada Miembro Participante de la Clase durante el Periodo de la Clase. Un día trabajado en una semana determinada se acreditará como una semana a efectos de este cálculo. Así, el valor de la parte individual del Acuerdo de cada Miembro Participante de la Clase está ligado directamente al número de semanas que trabajó durante el Periodo de la Clase.

Aunque su parte exacta del Importe Neto del Acuerdo no puede calcularse con precisión hasta que concluya el plazo durante el cual los Miembros de la Clase pueden objetar o solicitar su exclusión del Acuerdo, basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo, es la siguiente: \$ [REDACTED], menos impuestos. Esto se basa en los registros del Demandado que muestran que usted trabajó [REDACTED] Semanas Laborales durante el Período de la Demanda Colectiva.

Si cree que el número de Semanas Laborales que califican es incorrecto, puede disputar esta información enviando una explicación por escrito y/o documentación que proporcione información contraria al Administrador del Acuerdo a [REDACTED] en o antes del [REDACTED]. El Administrador del Acuerdo evaluará cualquier prueba que usted presente y tomará la decisión inicial sobre el número de Semanas Laborales que califican que se le deben acreditar. El Tribunal tendrá derecho a revisar la decisión del Administrador del Acuerdo y tomará la determinación final.

El veinte por ciento (20%) de su Participación Individual en el Acuerdo se tratará como salarios no pagados. Los impuestos aplicables se retendrán únicamente de la parte correspondiente a salarios de su Participación Individual en el Acuerdo y se declararán en un formulario W-2 del IRS. El ochenta por ciento (80%) restante de su Parte individual del Acuerdo se tratará como multas e intereses y se pagará conforme a un Formulario 1099 del IRS. La porción del Demandado de los impuestos sobre la nómina como empleador actual o anterior de los Miembros de la Clase se pagará separada y aparte del Monto Bruto del Acuerdo.

Se espera que el Demandado financie el Importe Bruto del Acuerdo a más tardar catorce (14) días naturales después de la Fecha de Entrada en Vigor. Su Parte Individual del Acuerdo se calculará y distribuirá dentro de los catorce (14) días naturales siguientes a la financiación del Importe Bruto del Acuerdo.



- La “Fecha de Entrada en Vigor” significa la fecha en que se han producido todos los acontecimientos siguientes: (1) el Acuerdo Colectivo ha sido ejecutado por todas las Partes, el Abogado de la Clase y el Abogado de la Defensa; (2) el Tribunal ha dado su aprobación preliminar al Acuerdo Colectivo; (3) la Notificación Colectiva ha sido enviada por correo a los Miembros de la Clase, dándoles la oportunidad de objetar a los términos del Acuerdo Colectivo o de optar por no participar en el Acuerdo Colectivo; (4) el Tribunal haya celebrado una Audiencia de Aprobación Definitiva y dictado una Orden y Sentencia de Aprobación Definitiva; (5) hayan transcurrido sesenta y cinco (65) días naturales desde que el Tribunal dictó una Orden y Sentencia de Aprobación Definitiva; y (6) en caso de que existan objeciones por escrito al Acuerdo Colectivo presentadas antes de la Audiencia de Aprobación Definitiva que no sean retiradas o denegadas posteriormente, se produzca el último de los siguientes hechos (a) cinco (5) días hábiles después de que haya transcurrido el plazo para presentar cualquier recurso, escrito u otro procedimiento de apelación contra la Orden de Aprobación Definitiva y la Sentencia del Tribunal sin que se haya presentado ningún recurso, escrito u otro procedimiento de apelación; o (b) si se ha presentado cualquier apelación, escrito u otro procedimiento de apelación en oposición a la Orden de Aprobación Definitiva y Sentencia del Tribunal, cinco (5) días hábiles después de que cualquier apelación, escrito u otro procedimiento de apelación en oposición a la Orden de Aprobación Definitiva y Sentencia del Tribunal haya sido definitiva y concluyentemente desestimado sin derecho a interponer nuevos recursos o desagravios.

Se recomienda encarecidamente que, una vez recibido el cheque de su Participación en el Acuerdo Individual, lo cobre inmediatamente o lo haga efectivo antes de la fecha de caducidad de 180 días que figura en cada cheque. Si alguno de los cheques sigue sin cobrarse o no se ha depositado antes de que expire el plazo de 180 días tras el envío, el Administrador del Acuerdo pagará, en un plazo de doscientos (200) días naturales tras el envío de los cheques, el importe de la Participación Individual en el Acuerdo a la División de Propiedad No Reclamada del Controlador del Estado de California, de Acuerdo con la Ley de Propiedad No Reclamada de California.

## 11. ¿Qué es el pago PAGA y tengo derecho a percibirlo?

Una acción representativa PAGA es un tipo de Demanda representativa autorizada por el artículo 2698 del Código Laboral (PAGA), que permite a los empleados agraviados presentar Demandas para recuperar sanciones civiles en nombre propio, de otros empleados y del Estado de California por violaciones del Código Laboral. Un empleado agraviado es cualquier persona que haya estado empleada por el empleador en cuestión y contra la que se haya cometido una o más de las supuestas infracciones del Código Laboral. Un empleado que presenta una acción PAGA representativa está actuando como agente de los organismos de aplicación de la legislación laboral de California, que tienen la facultad de iniciar una acción de aplicación directamente.

Una acción representativa PAGA es diferente a una acción colectiva en el sentido de que un empleado que presenta una acción representativa PAGA no está resolviendo las reclamaciones de otros empleados en situación similar. En su lugar, el empleado está actuando como agente del estado de California para obtener sanciones para sí mismo y para los empleados perjudicados por los incumplimientos del Código Laboral supuestamente cometidas contra esos empleados en virtud de PAGA. Las sanciones concedidas en una acción representativa PAGA se miden por el número de incumplimientos del Código Laboral cometidas por el empleador, una parte de las cuales (75%) debe pagarse al estado de California.

Los Miembros de una Demanda Colectiva tienen derecho a optar por no participar o excluirse de la Demanda Colectiva. Los Miembros de la Demanda Colectiva que opten por excluirse no quedarán vinculados por los términos de ninguna sentencia dictada por el Tribunal en la Demanda Colectiva. Los Miembros de la clase que no opten por excluirse quedarán vinculados por los términos de cualquier sentencia emitida y se les impedirá presentar cualquier reclamación que se haya presentado o que se hubiera podido presentar contra el empleador en el juicio en el que el individuo era Miembro de la clase. Los empleados perjudicados no tienen derecho a optar por no participar (u objetar) en una acción PAGA representativa. Los empleados perjudicados sí conservan el derecho a proseguir con las reclamaciones colectivas si optan oportunamente por no participar en el Acuerdo.

Según los términos del Acuerdo se han reservado \$150,000 como pago PAGA. Esta parte es el importe total de las sanciones civiles recaudadas en nombre del estado de California. El setenta y cinco por ciento (75%) del Pago PAGA (\$112,500) se enviará al estado de California. Los Empleados Agraviados que Califican compartirán el veinticinco por ciento (25%) restante del Pago PAGA (\$37,500) basado en el número de periodos de pago que trabajaron durante el Periodo PAGA.

Usted es un empleado agraviado que califica para recuperar los fondos del Acuerdo del Pago PAGA (“Empleado Agraviado que Califica”) si es o fue un empleado por hora o no exento del Demandado empleado directamente por el Demandado dentro del estado de California en algún momento durante el período comprendido entre el 24 de noviembre de 2020 y el 18 de junio de 2024.



El Administrador del Acuerdo pagará a cada Empleado Agravado que Califica según su parte proporcional de los \$37,500 del Pago PAGA asignados a los Empleados Agravados que Califican, la cual se basará en el número total de periodos de pago durante los cuales el Empleado Agravado que Califica estuvo empleado durante el Período PAGA. Cada parte individual se calculará (1) dividiendo el monto de la parte del veinticinco por ciento (25%) del Pago PAGA de los Empleados Agravados que Califican (\$37,500) por el número total de periodos de pago trabajados por todos los Empleados Agravados que Califican durante el Período PAGA; y (2) multiplicando el resultado por los periodos de pago de cada Empleado Agravado que Califica durante el Período PAGA.

Basado en el número total de periodos de pago durante el Período PAGA durante el cual usted estuvo empleado, su porción del Pago PAGA es de \$ [redacted]. Esto se basa en los registros del Demandado que muestran que usted trabajó [redacted] periodos de pago durante el Período PAGA. El cien por cien (100%) de este pago se considerará penalización. Usted es responsable de pagar cualquier impuesto federal, estatal o local adeudado debido a este pago.

Si cree que el número de periodos de pago con los que se le ha acreditado es incorrecto, puede disputar esta información enviando una explicación por escrito y/o documentación que proporcione información contraria al Administrador del Acuerdo a [redacted] en o antes del [redacted]. El Administrador del Acuerdo evaluará cualquier prueba que usted presente y tomará la decisión inicial en cuanto al número de periodos de pago con los que se le debe acreditar. El Tribunal tendrá derecho a revisar la decisión del Administrador del Acuerdo y tomará la determinación final.

Debido a que estas sanciones sólo pueden ser solicitadas por el Estado de California, usted no puede excluirse de la porción PAGA del Acuerdo si el Tribunal otorga la aprobación final. Además, usted estará obligado por las Reclamaciones PAGA Exoneradas incluso si no cobra el cheque del Acuerdo por su parte del Pago PAGA.

Se recomienda encarecidamente que una vez recibido el cheque de su Participación en el Acuerdo Individual lo cobre inmediatamente o lo haga efectivo antes de la fecha de caducidad de 180 días que figura en cada cheque. Si alguno de los cheques sigue sin cobrarse o no se ha depositado antes de que expire el plazo de 180 días tras el envío, el Administrador del Acuerdo pagará en un plazo de doscientos (200) días naturales tras el envío de los cheques, el importe de la Participación Individual en el Acuerdo a la División de Propiedad No Reclamada del Controlador del estado de California, de Acuerdo con la Ley de Propiedad No Reclamada de California.

Si usted no es un Empleado Agravado que Califica, esta Sección no se aplica a usted.

## **12. ¿Cómo se pagará a los abogados de la Clase y al representante de la Clase?**

Los abogados de los Demandantes y de la Clase se pagarán con cargo al Importe Bruto del Acuerdo. Sujeto a la aprobación del Tribunal, se pagará a los Abogados de la Clase una cantidad que no superará el treinta y cinco por ciento (35%) del Importe Bruto del Acuerdo en concepto de honorarios de abogados y una cantidad que no superará los \$30,000 en concepto de costas procesales. El Demandado ha pagado todos los honorarios y costas de sus propios abogados.

Tal y como se establece en la Sección nº 10 anterior, los Demandantes también recibirán Pagos de Mejora como Representantes de la Clase, sujetos a la aprobación del Tribunal.

## **13. Audiencia de Aprobación Definitiva**

El Tribunal celebrará una Audiencia de Aprobación Definitiva relativa al Acuerdo el [redacted] a las [redacted] ante la Jueza Melissa McCormick en el Juzgado CX-104 del Tribunal Superior de California, Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701. Usted no está obligado a comparecer en la Audiencia de Aprobación Definitiva. Cualquier cambio en la fecha de la Audiencia de Aprobación Definitiva se reflejará en la página web del Administrador del Acuerdo [redacted]. Una copia de esta Notificación junto con los documentos más importantes de esta Demanda Colectiva también estarán disponibles en el sitio web del Administrador del Acuerdo reflejado anteriormente.

**SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA**, puede ponerse en contacto con el Abogado de la Clase, mencionado anteriormente, o con el Administrador del Acuerdo en el número de teléfono que se indica a continuación, gratuito. Consulte el “Acuerdo de Demanda Colectiva de MeriCal, LLC”.



El Administrador de la Conciliación publicará en su sitio web todos los documentos clave antes mencionados, incluyendo la Demanda operativa, la notificación escrita a la LWDA, el Acuerdo de conciliación y cualquier enmienda, el Paquete de Notificación (compuesto por esta Notificación, el Formulario de Exclusión y el Formulario de Objeción), la Orden que Concede la Aprobación Preliminar y la Orden y Sentencia que Conceden la Aprobación Final. La Orden y Sentencia que Conceden la Aprobación Definitiva se publicarán en el sitio web del Administrador del Acuerdo durante al menos ciento ochenta (180) días naturales.

Este Aviso no contiene todos los términos del Acuerdo ni todos los detalles de este procedimiento. Para obtener información más detallada, puede consultar los documentos y papeles subyacentes archivados en el Tribunal Superior del Condado de Orange en 751 West Santa Ana Boulevard, Santa Ana, California 92701 entre las 8:30 a.m. y las 4:00 p.m. o visitando <https://www.occourts.org/> y pulsando en la pestaña “Online Services” (Servicios en línea), luego en la subpestaña “Case Access” (Acceso a Causas) y luego en el enlace para “Civil Case & Document Access” (Acceso a Causas y Documentos civiles). Una vez en esta pantalla deberá leer el Information Disclaimer” (Descargo de Responsabilidad de la Información) y pulsar en “Accept Terms” (Aceptar términos). A continuación deberá introducir el número de causa 30-2021-01214079-CU-OE-CJC, el año en que se presentó la causa (2021), confirmar que no es un robot y hacer clic en “Search” (Buscar). A continuación haga clic en la pestaña “Register of Actions” (Registro de acciones) y desplácese hacia abajo hasta el documento que contiene el Acuerdo de conciliación completo, titulado [REDACTED] archivado en [REDACTED]. Seleccione la casilla en blanco situada junto a este documento y, a continuación, haga clic en la pestaña “Cart” (Cesta). Por último, haga clic en “Checkout” (Pagar) para adquirir el documento.

Puede ponerse en contacto con los Abogados de la Clase visitando Justice Law Corporation en 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 durante el horario laboral habitual, de 9:00 a.m. a 6:00 p.m., o llamando al (818) 230-7502. Los abogados de la Clase le facilitarán gratuitamente una copia electrónica del Acuerdo o de los documentos de la causa.

**POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.**



# **EXHIBIT B**

**REQUEST FOR EXCLUSION FORM**

Superior Court of California, County of Orange

*Contreras v. MeriCal, LLC*

Case No. Case No. 30-2021-01214079-CU-OE-CJC

(Consolidated With Case No. 30-2022-01259256-CU-OE-CXC)

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

**THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN [REDACTED]. IT MUST BE SENT VIA FIRST-CLASS REGULAR U.S. MAIL.**

**PLEASE MAIL THIS EXCLUSION FORM VIA FIRST-CLASS REGULAR U.S. MAIL TO:**

**MERICAL, LLC C/O [REDACTED]**

**IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, EXCEPT MY PORTION OF THE CIVIL PENALTIES ALLOCATED TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, *et seq.*, SETTLEMENT.**

**I UNDERSTAND THAT IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT, EVEN IF I ELECT TO OPT OUT, I UNDERSTAND THAT I CANNOT PURSUE A PAGA LAWSUIT BASED ON THE CLAIMS RELEASED AS A PART OF THE RELEASED PAGA CLAIMS AGAINST THE RELEASED PARTIES.**

I confirm that I am a current or former hourly-paid or non-exempt employee of MeriCal, LLC who directly worked for MeriCal, LLC within the State of California at any time during the period from February 3, 2017, through June 18, 2024. I confirm that I have received and reviewed the Notice of Class Action Settlement in this matter. I have decided to be excluded from the Class and not to participate in the class portion of the settlement. By completing and returning this Form, I wish to be excluded from the Class, and I have decided **not** to participate in the proposed settlement of the class claims.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last four digits of Social Security Number)

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

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address continued)



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

### Certification of Translation Accuracy

#### Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024\_12\_03\_Exclusion Form, Contreras v. MeriCal, LLC, Case No - 30-2021-01214079-CU-OE-CJC**

Order Date: December 06, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



**TRANSAPTION**



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

### TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024\_12\_03\_Exclusion Form**, in the case Contreras v. MeriCal, LLC, Case No - 30-2021-01214079-CU-OE-CJC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on DEC 06, 2024.

*Christina Harmon*

Christina Guerrero Harmon

12/06/2024

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

**FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

Tribunal Superior de California, Condado de Orange

*Contreras contra MeriCal, LLC*

Caso n° 30-2021-01214079-CU-OE-CJC

(Consolidado con el caso n° 30-2022-01259256-CU-OE-CXC)

**NO FIRME NI ENVÍE ESTE DOCUMENTO A MENOS QUE DESEE EXCLUIRSE DEL ACUERDO. SI SE EXCLUYE, NO RECIBIRÁ NINGÚN PAGO DE LA PARTE COLECTIVA DEL ACUERDO.**

**ESTE DOCUMENTO DEBE ESTAR MATASELLADO A MÁS TARDAR EL [REDACTED]. DEBE ENVIARSE POR CORREO ORDINARIO DE PRIMERA CLASE DE EE.UU.**

**ENVÍE ESTE FORMULARIO DE EXCLUSIÓN POR CORREO ORDINARIO DE PRIMERA CLASE DE EE.UU. A:**

**MERICAL, LLC C/O [REDACTED]**

**DECIDO NO PARTICIPAR EN LA DEMANDA COLECTIVA ARRIBA MENCIONADA Y NO SER INCLUIDO EN LA MISMA. ENTIENDO QUE AL EXCLUIRME, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO, EXCEPTO MI PARTE DE LAS INDEMNIZACIONES CIVILES ASIGNADAS A LA LEY GENERAL DE ABOGADOS PRIVADOS DEL CÓDIGO LABORAL DE 2004 ("PAGA"), SECCIÓN 2698 Y SIGUIENTES DEL CÓDIGO LABORAL.**

**ENTIENDO QUE SI OPTO POR EXCLUIRME DE ESTE ACUERDO DE DEMANDA COLECTIVA, CUALQUIER RECLAMACIÓN QUE TENGA NO SERÁ LIBERADA; EXCEPTO QUE, INCLUSO SI OPTO POR EXCLUIRME, ENTIENDO QUE NO PUEDO ENTABLAR UNA DEMANDA PAGA BASADA EN LAS RECLAMACIONES LIBERADAS COMO PARTE DE LAS RECLAMACIONES PAGA LIBERADAS CONTRA LAS PARTES LIBERADAS.**

Confirmando que soy un empleado actual o anterior pagado por hora o no exento de MeriCal, LLC que trabajó directamente para MeriCal, LLC dentro del Estado de California en cualquier momento durante el período comprendido entre el 3 de febrero de 2017 y el 18 de junio de 2024. Confirmando que he recibido y revisado la Notificación del Acuerdo Colectivo en este asunto. He decidido ser excluido de la Demanda Colectiva y no participar en la parte colectiva del Acuerdo. Al completar y devolver este Formulario, deseo ser excluido de la Clase y he decidido **no** participar en el Acuerdo propuesto de las Demandas colectivas.

Fecha: \_\_\_\_\_

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Cuatro últimos dígitos del número de Seguridad Social)

\_\_\_\_\_  
(Escriba a máquina o con letra de imprenta el nombre y los apellidos anteriores)

\_\_\_\_\_  
(Número de teléfono)

\_\_\_\_\_  
(Dirección)

\_\_\_\_\_  
(Continuación de la dirección)



# **EXHIBIT C**

**NOTICE OF OBJECTION**

Superior Court of the State of California, County of Orange County  
*Contreras v. MeriCal, LLC*  
Case No. 30-2021-01214079-CU-OE-CJC  
(Consolidated With Case No. 30-2022-01259256-CU-OE-CXC)

**TO OBJECT TO THE CLASS PORTION OF THE SETTLEMENT, YOU MAY FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE] TO:**

**MERICAL, LLC SETTLEMENT ADMINISTRATOR C/O  
[SETTLEMENT ADMINISTRATOR]  
[INSERT ADMINISTRATOR ADDRESS]**

You do not have the right to object to the PAGA portion of the proposed Settlement. Please attach to this Notice of Objection additional pages and documents explaining the reason(s) for your objection.

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last Four Digits of Social Security Number)

\_\_\_\_\_  
(Type or print name and former names(s))

\_\_\_\_\_  
(Type or print name of authorized lawful representative, if any)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Addressed Continued)



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

### Certification of Translation Accuracy

#### Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024\_12\_03\_Objection Form, Contreras v. MeriCal, LLC, Case No. 30-2021-01214079-CU-OE-CJC**

Order Date: December 06, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



**TRANSAPTION**



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

### TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024\_12\_03\_Objection Form**, in the case Contreras v. MeriCal, LLC, Case No. 30-2021-01214079-CU-OE-CJC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on DEC 06, 2024.

*Christina Harmon*

Christina Guerrero Harmon

12/06/2024

Date

Certification Credentials may be verified online at  
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

### **NOTIFICACIÓN DE OBJECCIÓN**

Tribunal Superior del Estado de California, Condado de Orange  
*Contreras contra MeriCal, LLC*  
Caso n° 30-2021-01214079-CU-OE-CJC  
(Consolidado con el caso n° 30-2022-01259256-CU-OE-CXC)

**PARA Oponerse a la parte colectiva del acuerdo, puede rellenar, firmar y devolver este formulario, con matasellos del día [INSERT DATE] o anterior, a:**  
**MERICAL, LLC ADMINISTRADOR DEL ACUERDO C/O**  
**[SETTLEMENT ADMINISTRATOR]**  
**[INSERT ADMINISTRATOR ADDRESS]**

Usted no tiene derecho a objetar la parte PAGA del acuerdo propuesto. Por favor, adjunte a esta Notificación de Objeción cualquier página y documento adicionales explicando la(s) razón(es) de su objeción.

### **INFORMACIÓN IDENTIFICATIVA**

Por favor, verifique y/o complete cualquier información identificativa que falte:

Fecha: \_\_\_\_\_

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Cuatro últimos dígitos del número NSS)

\_\_\_\_\_  
(Nombre y nombres anteriores en letra a máquina de imprenta)

\_\_\_\_\_  
(Nombre del representante legal autorizado, si lo hubiera, en letra a máquina de imprenta)

\_\_\_\_\_  
(Número de teléfono)

\_\_\_\_\_  
(Dirección)

\_\_\_\_\_  
(Continuación de Dirección)



**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On January 24, 2024, I served the foregoing document described as

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

for the following case: **Contreras, et al. v. MeriCal, LLC**  
LWDA/Court Case No.: **LWDA Case No.: CM-854469-21**  
**Court Case No.: 30-2021-01214079-CU-OE-CJC**  
**[Consolidated with Case No. 30-2022-01259256-CU-OE-CXC]**  
**Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on January 24, 2024, at Pasadena, California.



Christina Castro