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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

INGRID HANSEN-SCHOOLDERMAN, an
individual, on behalf of herself and others
similarly situated,

PLAINTIFF,

v.

SOUTHERN MONTEREY COUNTY
MEMORIAL HOSPITAL; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 21CV003609

[Case Assigned for All Purposes to Hon.
Thomas W. Wills in Dept. 15]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
[Proposed] Order Thereon]*

Date: June 23, 2023

Time: 8:30 A.M.

Dept.: 15

Complaint Filed: November 12, 2021

Trial Date: None

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I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am personally familiar with the present litigation, including the pleadings, discovery, and filings made in this matter. I make this Declaration from my own personal knowledge, and, if called upon, could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern District of California; United States District Court, Northern, Eastern, Southern and Central Districts of California; all California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Proposed Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. Plaintiff INGRID HANSEN-SCHOOLDERMAN was employed by Defendant (see Memorial) as a non-exempt, non-union Licensed Vocational Nurse from November through April 2021.

5. Plaintiff worked an alternative workweek schedule consisting of generally 2 or 3 shifts of 12 hours each in a 40-hour workweek and was scheduled to work from 7:00 p.m. to 7:30 p.m. Plaintiff earned \$30.99 an hour.

6. On November 12, 2021, Plaintiff filed a Class Action Complaint seeking recovery for (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 226.7 and (6) violation of Business & Professions Code section 17200.

7. Also on November 12, 2021, Plaintiff sent a notice letter, pursuant to Labor PAGA,

1 to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil
2 penalties for the same Labor Code violations above, under Labor Code section 2699, *et seq.*

3 8. On March 16, 2022, Plaintiff filed a First Amended Class and Representative
4 Action Complaint adding an additional cause of action for penalties pursuant to Labor Code §
5 2699, *et seq.*, the Private Attorneys General Act (“PAGA”) based on the underlying Labor Code
6 violations already pled. (Hereafter, the “Action”.)

7 **THE DISCOVERY PROCESS**

8 9. The Parties met and conferred as to the parameters and Defendant informally
9 produced a sampling of time and pay data for mediation purposes only.

10 10. This sample specifically included records for periods of time in 2020 and 2021 for
11 29 employees chosen at random who work 8/80 workweeks and each of the three alternative
12 workweek schedules adopted during the class period to provide the best overview of time and pay
13 records across the class.

14 11. The sampling of records included electronic punch times, meal period and rest
15 period attestations, pdf copies of payroll reports that correspond with that time, and wage
16 statements from that same time period.

17 12. The average hourly rate of pay for the sample employees is \$38.36, and their
18 average regular rate of pay is \$39.97.

19 **THE CERTIFIED SETTLEMENT CLASS**

20 13. Plaintiff maintains that the proposed settlement class is ascertainable for several
21 reasons: First, Defendant has agreed in the Agreement to provide a class list to the Administrator
22 containing the name, last known mailing address, Social Security number, employee identification
23 number, and number of Class Period Workweeks and PAGA Pay Periods for all putative class
24 members after issuance of the preliminary approval order.

25 14. Settlement Class Member consist of Defendant’s hourly employees, and Defendant
26 is required to keep records of its hourly employees’ names, home addresses, and social security
27 numbers

28 15. Defendant informally produced Plaintiff’s personnel file and pay statements;

relevant policies; and a sampling shift data, pay data, and wage statements for Settlement Class Members containing class member contact information, which confirms that all Settlement Class Member may be readily identified based on Defendant's records.

16. Plaintiff is confident she will be able to establish that the proposed settlement class is ascertainable and sufficiently numerous.

17. Plaintiff argues that there are questions of law and fact common to the proposed settlement class that predominate over any questions affecting only individual Class Members.

18. These common questions include: (1) Whether Defendant failed to pay all wages and/or overtime compensation; (2) Whether Defendant failed to provide lawfully required meal periods and/or failed to compensate employees one hour's wages in lieu thereof; (3) Whether Defendant failed to provide lawfully required rest periods and/or failed to compensate employees one (1) hour's wages in lieu thereof; (4) Whether Defendant failed to provide accurate itemized wage statements; (5) Whether Defendant failed to pay compensation due and owing upon termination of employment; (6) Whether Defendant engaged in unfair competition; and (7) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged. Plaintiff contends that her challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment.

19. Plaintiff contends that her challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment.

20. Plaintiff alleges that the proposed Settlement Class Members suffered the same injuries, in the same manner, in that: (1) Settlement Class Members were not properly paid all wages/overtime, including tips as a result; (2) Settlement Class Members did not receive their meal and rest periods as required; (3) Settlement Class Members were not provided accurate itemized wage statements; (4) Settlement Class Members did not receive timely wages; and (6) Settlement Class Members were not paid all wages owed upon termination/resignation.

21. Plaintiff alleges that Settlement Class Members worked in the same capacity for the same employer and were subject to the same employment policies and practices, the questions of fact and claims regarding the status of these employees are the same for each member of the

1 settlement class. Accordingly, for purposes of settlement, certification for settlement purposes is
2 appropriate.

3 22. Plaintiff alleges that Settlement Class Members worked in the same capacity for
4 the same employer and were subject to the same employment policies and practices, the questions
5 of fact and claims regarding the status of these employees are the same for each member of the
6 settlement class. Accordingly, for purposes of settlement, certification for settlement purposes is
7 appropriate.

8 23. Plaintiff worked as non-exempt employee for Defendant as a Licensed Vocational
9 Nurse in the King City, California location.

10 24. Plaintiff alleges that she (1) worked without being paid all wages and/or overtime
11 at the appropriate rate of pay; (2) worked without being provided meal/rest periods as required by
12 law; (3) worked without being provided accurate itemized wage statements; and (4) worked
13 without being paid all wages due upon separation. She also alleges that she experienced derivative
14 claims for unfair business competition (B&P Code §17200) and Labor Code §2699, *et seq.*

15 25. Plaintiff also contends that her claims are typical of those of the settlement class.

16 26. Plaintiff believes that she is capable of fairly representing and adequately protecting
17 the interests of the proposed Settlement Class Members.

18 27. The members of the proposed settlement class all worked for Defendant during the
19 relevant time period and incurred the same type of alleged damages with regard to Defendant's
20 alleged violations of the law.

21 28. Plaintiff has agreed to serve as Class Representative and has retained qualified
22 Counsel who is experienced in prosecuting wage and hour class actions.

23 29. This demonstrates her commitment to bringing about the best possible results for
24 the benefit of the proposed Class.

25 30. Plaintiff has provided her Counsel with all necessary and pertinent information.

26 31. She has been a very active participant in the litigation including having frequent
27 contact with her Counsel and other Settlement Class Members as appropriate, and working closely
28 with Class Counsel to develop and pursue the theories of liability.

32. Plaintiff has provided her Counsel with all necessary and pertinent information.

33. Plaintiff believes that she has and will continue to adequately represent the proposed Settlement Class Members.

34. Plaintiff has provided her Counsel with all necessary and pertinent information.

35. The superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable.

36. The only alternative to certification would be to force over 660 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

37. Plaintiff maintains that this economic reality would result in a windfall for Defendant if this case were not certified.

THE PROPOSED SETTLEMENT

38. For purposes of Agreement, the settlement Class is defined as: “All persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California during the Covered Period.” (“Class”) The “Settlement Class Members” or “Class Members” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

39. The Class Period is November 12, 2017 to March 7, 2023.

40. As of the date of the Settlement Agreement, and based on documents and other information produced by Defendant, there are approximately 660 Settlement Class Members.

41. For purposes of the Agreement, the Aggrieved Employees are defined as: “all persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California who worked one or more pay periods during the PAGA Period. (“Aggrieved Employees” or “PAGA Members”).)

42. The PAGA Period is the period from November 12, 2020 to March 7, 2023.

43. Based on documents and other information produced by Defendant and analyzed with the assistance of the expert for mediation, there were approximately 419 Aggrieved Employees who worked 16,440 pay periods during the PAGA statutory period.

44. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Fund of \$1,240,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

45. The Net Settlement Amount is the Gross Settlement Fund, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

46. The Parties have agreed to use a reputable third-party claims administrator, Xpand Legal to administer the Agreement.

KULLAR ANALYSIS

47. The proposed settlement satisfies each of the *Kullar* factors.

48. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

49. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

50. Plaintiff contends that she and all Class Members were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate.

51. Specifically, Plaintiff contends that Defendant failed to blend Plaintiff's and the Class Members' "Shift Differential" pay into the regular rate of pay for the purposes of calculating the overtime rate during pay periods that Class Members worked overtime and also earned "Shift Differential" pay.

52. As a result of this alleged failure to properly blend, Plaintiff maintains that Defendant underpaid Plaintiff and Class Members in pay periods when they worked overtime and also earned non-discretionary shift differential pay in the same pay period.

53. Plaintiff contends that Defendant owes unpaid overtime wages to Plaintiff and the Class members as a result.

54. Because this claim can be readily analyzed from Defendant's time and pay records, Plaintiff felt confident that this claim was certifiable and that she would likely prevail on the merits

1 at trial.

2 55. Defendant argued that it did properly blend, but to the extent that a trier of fact
3 found that it did not, the core wage exposure was quite minimal because any alleged failure to
4 blend would only result in only a few dollars being owed to any given Class Member during a
5 specific pay period when they worked overtime and also earned non-discretionary bonus pay in
6 the same pay period.

7 56. Defendant admits that it changed its practice on February 20, 2023, and now pays
8 employees for overtime hours and meal and rest period premiums based on the “regular rate” of
9 pay for the workweek.

10 57. Defendant argued that approximately 30.40% of non-exempt employees only work
11 at a single rate, and therefore using the systems to calculate regular rate payment is not an issue.

12 58. Because employees with varying rates at times worked overtime hours at their
13 higher rate, Defendant argued that it sometimes resulted in a higher overtime rate being paid than
14 what they would have received if their overtime hours were paid at their regular rate.

15 59. Defendant acknowledged that it calculated that across the class, the exposure on the
16 underpayments of overtime due to use of the rate in effect totaled approximately \$73,000 per its
17 calculations without taking into account offsets for overpayments resulting from the same process.

18 60. Plaintiff contends that she and members of the Class consistently worked shifts
19 over five (5) hours and Defendant failed to provide proper meal periods of not less than thirty (30)
20 minutes as required by the Labor Code during the relevant time period.

21 61. Plaintiff anticipated that Defendant would argue that since its written policy was to
22 “provide” a meal period per *Brinker*, that to determine liability on this claim would necessitate
23 asking each and every Class Member “whether they were provided a compliant meal period but
24 chose to work”.

25 62. Defendant would necessarily argue that such an inquiry will defeat class
26 certification.

27 63. Defendant also argued that the records do show many meal period premiums were
28 paid.

1 64. Defendant generally contended it maintained and followed a legally compliant meal
2 period policy and employees are relieved of all duty during meal breaks.

3 65. Defendant argued that no meal period class would be certified because employees
4 signed compliant written meal period waivers, including Plaintiff.

5 66. Defendant argued that it uses an electronic timekeeping system that records precise
6 clock in and clock out times.

7 67. Defendant contends that it instructs employees to clock in when they arrive for a
8 shift, clock out at the end of their shift, and clock out and in for meal breaks.

9 68. Arguing that its timekeeping system will not permit an employee to clock out for
10 the end of their shift until they have answered a series of questions concerning their meal and rest
11 periods, Defendant was confident that if an employee attests that the employee did not receive a
12 meal and/or rest break during their shift, the entry is flagged, and the system automatically issues
13 a premium.

14 69. Only if Defendant later manually confirms that the employee signed a meal period
15 waiver excusing the premium, is the premium then removed.

16 70. As such, Defendant was confident that in conjunction with its valid written policy,
17 its time and pay records confirm that meal and rest periods are paid when reported and there would
18 be no liability on this claim.

19 71. Plaintiff perceived cognizable risk on this claim because if Defendant were to
20 prevail on its legal defenses as to maintaining valid written waivers and that it “provided” all meals,
21 and its factual defenses regarding the time clock, there could be little to no recovery on this claim

22 72. Plaintiff contends that she and the Class Members consistently worked shifts of
23 over 10 hours and were not authorized or permitted to take rest breaks after every 3.5+ hour period.

24 73. Plaintiff alleges that she generally was unable to take compliant rest periods of a
25 full 10 minutes at all because of the nature of work. In fact, Plaintiff contends that frequently it
26 was difficult to even find a few minutes to use the restroom.

27 74. As with meal periods, Defendant argued that it maintained a facially compliant
28 policy that “provided” all required rest periods, it did not require employees to stay on the

1 premises, and it never interfered with Plaintiff or any Class Members' ability to take all complaint
2 rest periods.

3 75. Plaintiff acknowledges that rest period claims can be difficult to prove on a
4 classwide basis due to the lack of records

5 76. This is especially true when an employer maintains a facially complaint rest period
6 policy.

7 77. Defendant argued that, as with meal periods, this would devolve into a series of
8 mini-trials where the trier of fact would be entitled to hear from each class member as to whether
9 they were in fact provided the opportunity to take all require rest periods per day.

10 78. Of course, Defendant argued this would defeat class certification and make it nearly
11 impossible to prove this claim on a classwide basis.

12 79. Based on this risk, Plaintiff believed it was appropriate to discount this claim by
13 50%.

14 80. Just as with meal periods, Defendant generally contended it maintained and
15 followed a legally compliant rest period policy and provided all required rest breaks.

16 81. It insisted that the facts negating class certification were present because
17 Defendant's written meal and rest period policies comply with the law, as do its practices

18 82. Furthermore, it argued that its timekeeping system ensures that employees are paid
19 a meal and/or rest period premium if they attest that they did not receive a compliant meal or rest
20 break and also implemented safeguards for its employees to correct any mistakes in incorrect
21 attestations concerning meal and rest breaks.

22 83. Defendant asserted that its policies and procedures are communicated and
23 understood by employees as evidenced by the employee orientation and handbook receipt and
24 acknowledgments signed by employees.

25 84. As with meal periods, Plaintiff recognized significant risk that she would not be
26 able to certify a rest break claim.

27 85. Because of this risk, a significant discount of the valuation of this claim is
28 appropriate.

1 86. Defendant contends that Plaintiff's wage statement claim is meritless because
2 Defendant's wage statements record all rates in effect and the hours worked at each rate, as well
3 as meal and rest period premiums.

4 87. Plaintiff and numerous members of the Class are no longer employed by Defendant.

5 88. Plaintiff asserts that by virtue of the allegations that defendant failed to pay all
6 wages at the appropriate of pay, Defendant therefore failed to pay all wages owed and due upon
7 their termination and/or resignation.

8 89. Plaintiff acknowledges that the viability of this claim is tied to the wage claim.

9 90. Defendant contends that Plaintiff's waiting time penalty claim is merely derivative
10 of her unpaid overtime claim and meal and rest period claims.

11 91. Defendant argued that there is no evidence to support that it failed to pay overtime
12 or that it engaged in willful conduct concerning break premium requirements.

13 92. Because Defendant argued that it believed that it operated in compliance with
14 California law, there is no basis for a finding a willfulness and therefore no potential recovery for
15 waiting time penalties.

16 93. I believe that the Agreement's contemplated PAGA payment of \$20,000.00 is
17 appropriate.

18 94. There is significant expense associated with the class certification process, which
19 the Parties can avoid by entering into the contemplated Agreement now.

20 95. If the Court did eventually certify an unpaid wages or meal/rest class, trial of a case
21 involving approximately 660 Settlement Class Members would require the retention of expensive
22 expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the
23 parties.

24 96. Given the complexity and unsettled nature of the issues in this case it is likely that
25 any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in
26 further delay for the Settlement Class Members who are waiting for a resolution in this matter.

27 97. This case has not been certified to be tried as a class action. While Plaintiff believes
28 there is strong evidence to support certification of several possible subclasses certification is

1 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
2 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
3 depositions, including of the Class Representative and of several person(s) most knowledgeable
4 regarding Defendant's wage and hour policies. There is a risk for both sides as to what these
5 depositions will reveal and whether they will support class certification to the extent expected.

6 98. It was very difficult for the Parties to reach this Settlement of \$1,240,000.00.

7 99. This Settlement is the result of adversarial, non-collusive, and arms-length
8 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
9 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
10 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
11 of an experienced mediator, Jill R. Sperber, Esq.

12 100. Plaintiff worked with an expert to analyze the sample of time and pay records
13 discussed above to determine the exact monetary figures for Defendants alleged exposure

14 101. Plaintiff assessed the full value of the Minimum Wage/Overtime claim, without
15 any discount, at approximately \$76,350.

16 102. This calculation is based on the expert analysis of the time records and determining
17 the amount of allegedly unpaid overtime wages owed and is in accord with Defendant's assessment
18 of the potential exposure on this claim.

19 103. Plaintiff assessed the full value of the Meal Period claim, without any discount, at
20 approximately \$2,233,539.

21 104. This analysis is based on expert evaluation of the alleged late, short or missed first
22 meal periods.

23 105. Plaintiff assessed the full value of the *Ferra* Meal Period blending claim, without
24 any discount, at approximately \$7,349.

25 106. This analysis is based on the alleged underpayment of meal period premiums based
26 on the allegation that Defendant failed to properly blend "Shift Differential" pay under *Ferra*,
27 *supra*.

28 107. Plaintiff assessed the full value of the Rest Period claim, without any discount, at

1 approximately \$6,550,525.

2 108. This amount assumes a 100% rest break violation rate based on Plaintiff's
3 allegations set forth above.

4 109. However, assuming the evidence shows that many members of the Class were
5 provided rest periods frequently and reducing the violation rate to 50%, that reduces this amount
6 dramatically to \$3,275,262.50.

7 110. Plaintiff valued the Wage Statement Claim, without discount, at \$1,109,650.

8 111. This is based on 293 employees during the statutory period for Labor Code Section
9 226(a) statutory period as derived from the sample.

10 112. Plaintiff valued the Waiting Time Claim, tied to the alleged Wage/Overtime claim,
11 at \$3,782,062.

12 113. This is based on 376 former employees derived from the sample.

13 114. Finally, Plaintiff calculated the value of the PAGA claim at \$3,258,700 for
14 Settlement Class Members (using \$100 per pay period).

15 115. The main risk taken into account with PAGA is the discretionary nature of the
16 penalty award.

17 116. A judge can award the statutory maximum of \$100 for the initial violation and \$200
18 thereafter or – in theory – one cent per wage statement.

19 117. While there is a dearth of available authority, in Plaintiff's view, were she to
20 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
21 award a large amount of penalties of top of any damages recovered.

22 118. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
23 Settlement Class Members' claims was approximately \$13,742,913 (\$76,350 + \$2,233,539 +
24 \$7,349 + \$3,275,262.50 + \$1,109,650 + \$3,782,062 + \$3,258,700 = \$13,742,913.

25 119. However, there are two key reasons to justify a discount. First, there are risks as to
26 the merits on each of the claims as detailed and as to Plaintiff's ability to certify all of these claims.

27 120. Defendant is a local hospital with finite means to pay a sizeable settlement.

28 121. While the Parties were focused on negotiating a meaningful settlement with excerpt

1 assistance of the mediator, it had to a number that Defendant could reasonably pay and still be able
2 to keep its doors open and operate in the community.

3 122. Based on this analysis, Class Counsel believes the Gross Settlement Fund of
4 \$1,240,000.00 is fair and reasonable.

5 **ATTORNEY COMPETENCE**

6 123. Kingsley & Kingsley is extremely experienced in prosecuting employment
7 litigation, and since 2000 we have focused our practice on wage, hour, and working condition
8 violations. My firm is very well-versed in class action litigation and has diligently and
9 aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for several
10 dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in
11 both State and Federal Court. Below is a small, but representative sampling of wage and hour
12 cases handled by my firm:

- 13 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
14 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
15 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 16 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
17 December 2005, Honorable Rita Miller granted final approval of Settlement in the
18 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 19 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
20 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
21 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 22 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
23 2008, the Honorable Mary Thornton House granted final approval of Settlement in
24 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
25 33 1/3%.
- 26 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
27 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
28 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of

33.3%.

- f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.
- i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.
- k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.
- l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of

33.33%.

m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.

o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney's fees benchmark award of \$1,525,000.

p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

124. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*, approved for Class Certification in 2011.

b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,

1 filed February 3, 2014) (court granted contested class certification and appointed
2 Kingsley & Kingsley as class counsel).

3 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
4 filed January 27, 2015) (court granted contested class certification and appointed
5 Kingsley & Kingsley as class counsel).

6 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).
7 contested class certification granted in June 2020.

8 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
9 (BCV-16-102833), contested class certification granted in 2018.

10 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
11 contested class certification granted in June 2020.

12 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
13 contested class certification granted in August 2020.

14 125. Class Counsel is experienced in the handling of wage and hour class actions and
15 supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair
16 and reasonable and in the best interest of the Class.

17 126. After factoring in the risks explained above, Class Counsel believes that the
18 proposed settlement is fair and reasonable.

19 127. This allocation distributes Agreement funds proportionally to each class member's
20 potential damages and should therefore be approved as fair, adequate, and reasonable.

21 **SERVICE AWARD TO THE NAMED PLAINTIFF**

22 128. The Class Representative is entitled to an enhancement for her valiant effort and
23 time expended in this matter. The time spent by INGRID HANSEN-SCHOOLDERMAN is
24 significant and includes researching and retaining competent counsel; providing information to
25 Class Counsel regarding the nature of the work at Defendant; compiling relevant documents;
26 working closely with Class Counsel to develop the theories of liability and martial relevant
27 evidence; regularly discussing the status of the case with Class Counsel; discussing the case with
28 members of the Class as needed; making herself available for a attend a full-day of mediation; and

1 responding promptly to Class Counsel communications regarding settlement.

2 129. As set forth in the Agreement, Plaintiff will also be entering into a general release
3 of liability pursuant to Civil Code Section 1542.

4 130. Class Counsel considers this to be a fair and reasonable enhancement. The
5 enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming
6 forward to litigate this matter on behalf of all Settlement Class Members.) Plaintiff will provide a
7 detailed declaration with the Final Approval Motion detailing her participation and further
8 justification for the enhancement.

9 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

10 131. Proof of submission of Plaintiff's Motion, all related documents, and copy of the
11 email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as
12 Exhibit "2."

13 **EXHIBITS**

14 132. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Class
15 Action and PAGA Settlement Agreement ("Agreement").

16 133. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission
17 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
18 receipt.

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

21 This Declaration was executed this 31st day of May, 2023, in Altadena, California.

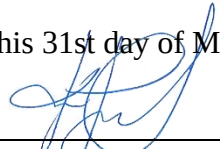
22 
23 _____
Kelsey M. Szamet

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff INGRID HANSEN-SCHOOLDERMAN (“Plaintiff”) and defendant SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned Ingrid Hansen-Schoolderman v. Southern Monterey County Memorial Hospital, Case No. 21CV003609 initiated on November 12, 2021 and pending in Superior Court of the State of California, County of Monterey.
- 1.2. “Administrator” means the neutral third-party settlement administrator the Parties will mutually agree to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” or “PAGA Member” means all persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California who worked one or more pay periods during the PAGA Period.
- 1.5. “Class” means: All persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California during the Covered Period.
- 1.6. “Class Counsel” means Kingsley & Kingsley, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, employee identification number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from November 12, 2017 to March 7, 2023.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Monterey.
- 1.16. “Defendant” means named Defendant Southern Monterey County Memorial Hospital.
- 1.17. “Defense Counsel” means Fenton & Keller.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$1,240,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from November 12, 2020 to March 7, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s November 12, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the amount of \$20,000 allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Ingrid Hansen-Schoolderman, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, executives, managers, employees, trustees, representatives, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, entities, parent companies, and divisions.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail dispute the number of Workweeks and/or PAGA Pay Periods allocated to them. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On November 12, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199, and Business and Professions Code § 17200 et seq. On March 16, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for penalties pursuant to Labor Code § 2699, et seq. for violations previously alleged. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On March 7, 2023, the Parties participated in an all-day mediation presided over by Jill R. Sperber, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sample of time and pay data and relevant policy documents for the Class and the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,240,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and holds Defendant harmless from all liability with regard thereto.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$413,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are

subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (50%) and penalties (40%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and shall hold Defendant harmless from any and all liability with regard thereto.

- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and shall hold Defendant harmless from any and all liability with regard thereto.
 - 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 660 Class Members who collectively worked a total of 51,372 Workweeks, and the Aggrieved Employees worked a total 17,344 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 court days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the

Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be paid as follows: Six Hundred Twenty Thousand Dollars (\$620,000) will be deposited with the Administrator within thirty (30) calendar days of the Effective Date of the final approval order; and Six Hundred Twenty Thousand Dollars (\$620,000) will be deposited with the Administrator within six (6) months of the first payment.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not

take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled 120 days after the issuance date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties agree that the uncashed funds go to California Rural Legal Assistance Foundation. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, of any kind whatsoever, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Release by Participating Class Members: The Released Claims applicable to Plaintiff and all Participating Class Members shall mean: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Operative Complaint, including: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) violation of Business & Professions Code section 17200; and (7) penalties pursuant to Labor Code section 2699 ("PAGA") based upon the alleged violations enumerated in the Operative Complaint. (Hereafter "Released Claims".) Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Participating Class Members and Non-Participating Class Members Who Are Aggrieved Employees: Plaintiff and all Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) violation of Business & Professions Code section 17200.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Plaintiff will file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendant's Declarations Concerning Conflicts of Interest with the Administrator and Cy Pres Recipient. Within [15] days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from

Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipients.

7.2 Plaintiff's Responsibilities. Plaintiff is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties will select a neutral third-party settlement administrator to serve as the Administrator. As a condition of appointment, the Administrator will be bound by this Agreement and agree to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses.

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

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

4. Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable

substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

5. Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement by referencing the case number and name and includes the Class Member's name, current address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel (without identifying markers) and the Administrator's determination regarding the challenges.

7. Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). No later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will email a list to Class Counsel containing only the number of timely and untimely/invalid Requests for Exclusion submitted by Class Members,

without identifying the Class Members. The Administrator will not provide copies of the submitted Requests for Exclusion to Class Counsel.

- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- 8.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 660 Class Members and 51,372 Total Workweeks during the Class period and (2) Aggrieved Employees worked 17,344 Pay Periods during the PAGA Period. To the extent that any of the forgoing estimates, as

represented by Defendant, increases by more than 5%, Defendant will have the option to increase the Gross Settlement amount proportionately. For example, if the number of workweeks increases by 7% then Defendant shall increase the Gross Settlement Amount by 7%. Likewise, for example, if the number of class members increases by 7% then Defendant shall increase the Gross Settlement Amount by 7%. If Defendant declines to do so, Plaintiff will have the option to terminate the settlement in its entirety and the Parties will be returned to their respective positions as if no settlement had been contemplated. However, Plaintiff will be responsible for paying all Settlement Administration Expenses incurred to that point.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, 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 Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven court days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). .

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

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

2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Jill Sperber, the mediator and/or the Court for resolution.

7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

Fenton & Keller
Elizabeth R. Leitzinger
Gladys Rodriguez-Morales
2801 Monterey-Salinas Highway
Post Office Box 791
Monterey, CA 93940

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

Dated: May ____, 2023

INGRID HANSEN-SCHOOLDERMAN

By: _____

Plaintiff

Dated: May ¹¹ ____, 2023

SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL

By: _____

DocuSigned by:
Rena Salamacha
73814E16AED0447
Defendant
By: Rena Salamacha

Approved as to Form by Counsel:

Dated: May ____, 2023

KINGSLEY & KINGSLEY, APC

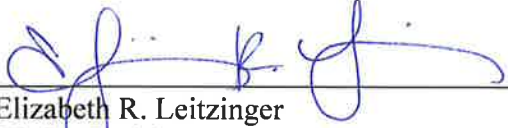
By: _____

Kelsey M. Szamet
Attorneys for Plaintiff INGRID HANSEN-
SCHOOLDERMAN and the Proposed Class

Dated: May 11, 2023

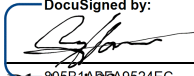
FENTON & KELLER.

By: _____


Elizabeth R. Leitzinger
Gladys Rodriguez-Morales
Attorneys for Defendant, SOUTHERN
MONTEREY COUNTY MEMORIAL HOSPITAL

Dated: May 16, 2023

INGRID HANSEN-SCHOOLDERMAN

By: 
Plaintiff

Dated: May ____, 2023

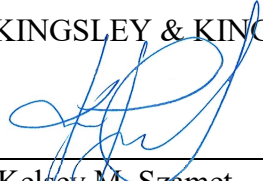
SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL

By: _____
Defendant
By: Rena Salamacha

Approved as to Form by Counsel:

Dated: May 17, 2023

KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet
Attorneys for Plaintiff INGRID HANSEN-SCHOOLDERMAN and the Proposed Class

Dated: May ____, 2023

FENTON & KELLER.

By: _____
Elizabeth R. Leitzinger
Gladys Rodriguez-Morales
Attorneys for Defendant, SOUTHERN
MONTEREY COUNTY MEMORIAL HOSPITAL

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

INGRID HANSEN-SCHOOLDERMAN, an individual, on behalf of herself and others similarly situated, PLAINTIFF, v. SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL; and DOES 1 thru 50, inclusive, DEFENDANTS, Monterey County Superior Court Case No.

21CV003609

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Southern Monterey County Memorial Hospital (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Defendant employee Ingrid Hansen-Schoolderman (“Plaintiff”) and seeks payment of (1) back wages, meal period premiums, rest period premiums and related penalties for a class of 660 employees (“Class Members”) who worked for Defendant during the Class Period (November 12, 2017 to March 7, 2023); and (2) penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for all non-exempt employees who worked for Defendant during the PAGA Period (November 12, 2020 to March 7, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff

Written Objections Must be Submitted by [date]	reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,240,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than seven (7) months after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$413,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 50% interest and 40% penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement by referencing the case number and name. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, [] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the Settlement’s release and release:

any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Operative Complaint, including: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) violation of Business & Professions Code section 17200; and (7) penalties pursuant to Labor Code section 2699 (“PAGA”) based upon the alleged violations enumerated in the Operative Complaint.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) violation of Business & Professions Code section 17200.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement by referencing the case number and name. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Ingrid Hansen-Schoolderman v. Southern Monterey County Memorial Hospital, Case No. 21CV003609 and include your identifying information (full name, address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [insert] or you may also review all filed documents, which are on file with the Clerk on the Monterey Superior Court, at 1200 Aguajito Road, Monterey, California 93940.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Ingrid Hansen-Schoolderman v. Southern Monterey County Memorial Hospital, Case No. 21CV003609 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Rd., Monterey, CA 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely. Information on appearing remotely can be found here: <https://www.monterey.courts.ca.gov/remote>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.], the Monterey County Superior Court's website [insert]beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [add administrator name] website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You may also review the settlement agreement and other filed documents, which are on file with the Clerk on the Monterey Superior Court, at 1200 Aguajito Road, Monterey, California 93940.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Kelsey M. Szamet
eric@kingsleykingsley.com
kelsey@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd, Suite 1200,
Encino, CA 91436 (818) 990-8300

Settlement Administrator:

[Name of Company]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

(Proof of Submission to the LWDA)

EXHIBIT "2"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 31, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

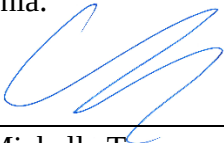
FENTON & KELLER, APC Elizabeth R. Leitzinger Eleitzinger@fentonkeller.com Gladys Rodriguez-Morales gmorales@fentonkeller.com 2801 Monterey-Salinas Highway Post Office Box 791 Monterey, CA 93942 <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 3580 Wilshire Blvd., Ste 1260 Los Angeles, CA 90010-2513 <i>Attorneys for Plaintiff</i>
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[] (BY MAIL): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/308>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 31, 2023, at Woodland Hills, California.



Michelle Tanzer