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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KORINA MILIAN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

QUEENSCARE HEALTH CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

NALLELY GOMEZ, KORINA MILIAN,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

QUEENSCARE HEALTH CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV01359 [*Consolidated
with Case No. 21STCV44511*]

Honorable Stuart M. Rice
Department 1

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action and PAGA
Settlement; and [Proposed] Order filed concur-
rently herewith]

Date: August 22, 2024
Time: 10:30 a.m.
Department: 1

Gomez Complaint Filed: December 6, 2021
Milian Complaint Filed: January 12, 2022
Gomez FAC Filed: January 12, 2022
Gomez SAC Filed: June 8, 2022
Milian FAC Filed: June 24, 2022
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Korina Milian and Nallely Gomez (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October

1 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
2 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
3 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
4 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
5 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
6 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
7 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
8 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
9 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
10 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
11 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
12 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
13 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
14 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
15 involving the executive, administrative, and other overtime exemptions to the State of California
16 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
17 has successfully obtained class certification by contested motion practice in approximately fifteen
18 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

19 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
20 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
21 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
22 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
25 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
26 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
27 all courts of the State of California and all United States District Courts in the State of California.
28 He has worked on many wage-and-hour class action and representative action cases, taking the

1 lead in taking and defending depositions, arguing motions, and attending mediations. He has
2 played an integral role in preparing matters for class certification, including and not limited to,
3 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
4 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
5 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
6 No. RG13680477). He has worked on over one hundred (100) class action or representative action
7 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
8 herein.

9 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
13 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
14 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
15 Court. She has taken and defended dozens of depositions and successfully handled motion
16 practice in class action cases regarding discovery (including and not limited to, regarding class
17 contact information), class certification (both contested class certification and stipulated class
18 certification), arbitration agreements, coordination, intervention. She has successfully handled
19 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
20 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
21 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24,
22 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).
23 She also has extensive experience with class action and/or representative action settlements.
24 Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class
25 certification and court approval process for hundreds of class action and/or representative action
26 matters that have successfully resolved. She is a member of the California Employment Lawyers
27 Association.

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6. I am a Member of Lawyers *for* Justice, PC. I received a Bachelor of Science degree from California State University, Northridge in 2019 and earned a Juris Doctor degree from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer involving allegations of misclassification of
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a bank, involving allegations of
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
9 granted final approval of the class and PAGA representative action settlement. The Kern County
10 Superior Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a national wholesale distributor of
13 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
14 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
15 representative action settlement. The Sacramento County Superior Court Case Number is 34-
16 2012-00136285.

17 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class action against a multinational corporation that provides global workplace
19 solutions, involving allegations of misclassification of the “Operations Manager” position. On
20 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
21 County Superior Court Case Number is BC478769.

22 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA representative action against a national retailer of household
24 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
25 final approval of the class and PAGA representative action settlement. The San Francisco County
26 Superior Court Case Number is CGC-13-532344.

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1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
3 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
4 motion for class certification. On October 20, 2017, the court granted final approval of the class
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case
6 Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
10 granted final approval of the class and PAGA representative action settlement. The Los Angeles
11 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
12 Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
15 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
16 settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
21 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a real
24 estate and property management company, on behalf of non-exempt employees. On November 4,
25 2016, the court granted approval of the PAGA representative action settlement. The Orange
26 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number is
5 CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

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1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company on
8 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. The San Bernardino County Superior Court Case
23 Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

3 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval of
19 the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

21 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
22 nutritional products manufacturer on behalf of non-exempt production line employees. On
23 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
24 certified a class. The Solano County Superior Court Case Number is FCS051001.

25 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
26 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
27 the court granted the plaintiff's motion for class certification in part and certified a class. The San
28 Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs’ motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs’ motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, on the one hand, and Defendant QueensCare Health Centers, presently known as Gracelight Community Health (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Notice”), which is attached to the Settlement Agreement as “**Exhibit A**” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, the Class is estimated to consist of approximately four hundred and one (401) individuals.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

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11. On September 30, 2021, Plaintiff Nallely Gomez provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by Certified Mail, of the specific provisions of the California Labor Code that Defendant is alleged to have violated (“*Gomez* LWDA Notice”). A true and correct copy of the *Gomez* PAGA Notice is attached hereto as “**EXHIBIT 2.**” On November 8, 2021, Plaintiff Korina Milian provided written notice to the LWDA by online submission and to Defendant by Certified Mail, of the specific provisions of the California Labor Code that Defendant is alleged to have violated (“*Milian* LWDA Notice”). A true and correct copy of the *Milian* PAGA Notice is attached hereto as “**EXHIBIT 3.**”

12. Class Counsel has litigated the matter for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting extensive investigations, formal and informal discovery, exchange of information, and extensive settlement negotiations, and with the aid of the mediator’s evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs’ principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of

1 the Released Class Claims of Plaintiffs and Participating Class Members and of the Released
2 PAGA Claims of Plaintiffs, PAGA Members, and the State of California, against the Released
3 Parties.

4 13. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
5 and scope of the claims, and was preparing the actions for class certification and trial. Class
6 Counsel conducted significant investigation and formal and informal discovery regarding the facts
7 of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages
8 of documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data
9 and documents that Class Counsel reviewed and analyzed included and was not limited to:
10 Plaintiffs' employment records, a detailed sampling of Plaintiffs' and other Class Members' time
11 data and pay records, Defendants' Employee Handbook, Employee Benefits Guide, internal
12 memoranda, earning statements, time records, job descriptions, internal memoranda, Agreement to
13 Arbitrate Employment Disputes, company policy acknowledgments (including but not limited to
14 Contractor Employee Acknowledgement & Confidentiality Agreement, Employment Handbook
15 Acknowledgement Form, Acknowledgement of Corporate Compliance Program Plan, Consent to
16 Photograph and Publish, Employee Acknowledgement of Reporting Requirements, and HIPAA
17 Training Acknowledgement), forms (including but not limited to Personnel Action Form,
18 Performance Planning and Evaluation Form, Employment Application, and ID Badge
19 Replacement Acknowledgement Form), procedures, and policies (including but not limited to
20 Harassment Complaint Procedure, Introduction Period of Employment Policy, Business Expense
21 Reimbursement, and Policy and Procedure Manual), among other information and documents. On
22 November 3, 2022, Class Counsel defended the deposition of Plaintiff Korina Milian. On January
23 4, 2023, Class Counsel defended the deposition of Plaintiff Nallely Gomez. Class Counsel had the
24 opportunity to interview Plaintiffs and other class members to gather information regarding the
25 facts and circumstances surrounding Plaintiffs' and putative class members' employment and to
26 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
27 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
28 documents and data prior to the mediation. Class Counsel also drafted pleadings and the

1 mediation brief and prepared for and attended court proceedings, mediation, and settlement
2 negotiations, among other tasks.

3 14. Counsel for the Parties have also invested time researching and investigating the
4 applicable law, which is constantly evolving as it relates to class certification, representative
5 PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
6 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered.
7 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
8 reasonable.

9 15. The Settlement provides for a Gross Settlement Amount of One Million One
10 Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00). The Net Settlement Amount is
11 the Gross Settlement Amount, less the following amounts subject to approval by the Court:
12 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement
13 Administration Costs. Assuming that the amounts allocated under the Settlement toward these
14 payments are awarded by the Court, the Net Settlement Amount that will be available for
15 distribution to the Participating Class Members is currently estimated to be Four Hundred
16 Seventeen Thousand Five Hundred Dollars and Zero Cents (\$417,500.00). Additionally, 75% of
17 the PAGA Penalty Amount (i.e., the LWDA Payment), which is \$187,500.00 out of \$250,000.00,
18 will be distributed to the LWDA and 25% of the PAGA Penalty Amount (i.e., PAGA Member
19 Amount), which is \$62,500.00 out of \$250,000.00, will be distributed on a *pro rata* basis to PAGA
20 Members. The Net Settlement Amount will be fully distributed to Participating Class Members
21 and the PAGA Penalty Amount will be fully distributed to the LWDA and PAGA Members, in
22 accordance with the terms of the Settlement.

23 16. The Parties have agreed to retain Simpluris, Inc., ("Simpluris" or "Settlement
24 Administrator") to handle the notice and settlement administration process. The Parties
25 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
26 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
27 Members that Defendants will compile from its records, which shall include each Class Member's
28 last-known full name, last-known mailing addresses, last-known telephone numbers, Social

1 Security Number, and Workweek data during the Class Period and, as applicable, during the
2 PAGA Period (collectively referred to as the “Class and PAGA List”). The Settlement
3 Administrator will calculate each Participating Class Member’s estimated *pro rata* share of the Net
4 Settlement Amount (“Individual Settlement Share”) and each PAGA Members’ estimated *pro rata*
5 share of the PAGA Member Amount (“Individual PAGA Payment”). The Settlement
6 Administrator will be responsible for printing, distributing, and tracking Notices and other
7 documents for this Settlement, calculating and distributing payments due under the Settlement,
8 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
9 remittances, providing necessary reports and declarations, and other duties and responsibilities set
10 forth herein to process this Settlement, and as requested by the Parties. The Settlement
11 Administration Costs are currently estimated not to exceed Ten Thousand Dollars and Zero Cents
12 (\$10,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the
13 Court.

14 17. Based on investigation and information discovered, Class Counsel believes that
15 there is sufficient evidence to support the allegations made in the lawsuits, including the
16 allegations that Defendant, with respect to Plaintiffs and the putative class members and PAGA
17 Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide
18 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
19 during employment and upon termination of employment, failed to provide compliant wage
20 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
21 expenses, and thereby engaged in unfair business practices in violation of California Business and
22 Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable
23 under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
24 Plaintiffs also asserted that they and other putative class members and PAGA Members were
25 expected to perform similar job duties and were subject to the same or similar operations and
26 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant’s
27 recordkeeping practices with respect to Plaintiffs, Class Members and PAGA Members were
28 substantially the same during the time period at issue. As a result of said alleged uniform

1 practices, Plaintiffs claim that they and putative class members and PAGA Members were
2 uniformly not paid all of the compensation that was owed to them by Defendant. Thus, in Class
3 Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's
4 uniform operations and employment practices, policies, and procedures that Plaintiffs allege
5 applied across Defendant's hourly-paid or non-exempt employees in California during the relevant
6 time period.

7 18. Class Counsel is aware of the defenses and position of Defendant, but believes that
8 Plaintiffs could potentially obtain class certification despite many obstacles. Class Counsel has
9 also taken into account the uncertainty and risk of the outcome of further litigation, and the
10 difficulties and delays inherent in such litigation, including those involved in class certification
11 and/or representative adjudication. Plaintiffs and Class Counsel further recognize the burdens of
12 proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses,
13 and the difficulties in establishing entitlement to monetary recovery. Class Counsel has also
14 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
15 experienced and well-regarded in complex labor and employment matters.

16 19. Defendant, on the other hand, denied and continue to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
18 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
19 than this Settlement. Defendant believes that they would ultimately succeed in the matter. Both
20 sides have also had the opportunity to conduct investigations and gather documents and
21 information relating to Plaintiffs', Class Members', and PAGA Members' employment with
22 Defendant, and Defendant's operations and employment policies, practices, and procedures.
23 Counsel for the Parties also reviewed and analyzed thousands of pages of documents and data,
24 including but not limited to, a detailed sampling of Class Members' and PAGA Members' time
25 and pay information, to determine the potential value and strength of the claims. The available
26 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
27 violation, damages, and penalties analyses and models. Accordingly, counsel for the Parties have
28 conducted adequate investigation and discovery to be sufficiently informed of the nature and

1 extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
2 its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
3 weaknesses of each side's position and the uncertainty of how the cases might have concluded at
4 certification, trial, and/or appeals.

5 20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
6 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
7 (i.e., \$402,500.00) and expenses and costs in an amount not to exceed Forty Thousand Dollars and
8 Zero Cents (\$40,000.00), which will be paid out of the Gross Settlement Amount, subject to
9 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of
10 litigation and will not receive any compensation until recovery is obtained.

11 21. The Settlement Agreement provides for payment of up to Fifteen Thousand Dollars
12 and Zero Cents (\$15,000.00) each to Plaintiffs as Enhancement Payments (for a combined total of
13 \$30,000.00), to be paid out of the Gross Settlement Amount subject to approval by the Court.
14 Plaintiffs spent considerable time and effort to produce relevant documents and past employment
15 records and to provide the facts and evidence necessary to attempt to prove the allegations.
16 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and
17 provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly,
18 it is appropriate and just for Plaintiffs to each receive an Enhancement Payment, in addition to an
19 individual settlement payment, for services performed in the matter on behalf of the Class, PAGA
20 Members, and the State of California.

21 22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
22 in the best interest of Plaintiffs, the Class, PAGA Members, and the State of California. Class
23 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
24 of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further
25 litigation, and the costs and risks associated with class certification, representative adjudication,
26 trial, and/or appeals.

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

3 Executed on this 31st day of July 2024, at Glendale, California.

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6 Selena Matavosian
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Korina Milian and Nallely Gomez (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and aggrieved employees, on the one hand, and Defendant QueensCare Health Centers¹ (“Defendant”), on behalf of itself and its present and former agents, officers, employees, directors, trustees, fiduciaries, insurers, subsidiaries, affiliated divisions and companies, parent companies, predecessors, successors and assigns (collectively with Plaintiffs, the “Parties” and individually referred to as “Party”).

This settlement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), PAGA Members (as defined herein), the State of California (as set forth herein), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 30, 2021, Plaintiff Nallely Gomez submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendant alleging claims against Defendant for violations of Labor Code and IWC Wage Orders pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) (the “Gomez LWDA Notice”).

2. On November 8, 2021, Plaintiff Korina Milian submitted a letter to the LWDA and Defendant alleging claims against Defendant for violations of Labor Code and IWC Wage Orders pursuant to PAGA (the “Milian LWDA Notice”).

3. On December 6, 2021, Plaintiff Nallely Gomez filed a Complaint for Enforcement Under the Private Attorney Generals Act, California Labor Code § 2698, Et Seq. (“Gomez Complaint”), thereby commencing a representative action against Defendant entitled *Nallely Gomez vs. QueensCare Health Centers*, Superior Court of California for the County of Los Angeles, Case No.: 21STCV44511, alleging a single cause of action for civil penalties pursuant to PAGA, on

¹ QueensCare Health Centers was recently renamed Gracelight Community Health.

1 behalf of the State of California with respect to aggrieved employees (the “*Gomez* PAGA Action”).

2 4. On January 12, 2022, Plaintiff Korina Milian filed a Class Action Complaint for
3 Damages (the “*Milian* Complaint”), thereby commencing a putative class action against Defendant
4 entitled *Korina Milian vs. QueensCare Health Centers*, Superior Court of California for the County
5 of Los Angeles, Case No.: 22STCV01359 (the “*Milian* Class Action,” collectively with the *Gomez*
6 PAGA Action, the “Actions”).

7 5. On January 12, 2022, Plaintiff Nallely Gomez filed a First Amended Complaint for
8 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
9 (“*Gomez* First Amended Complaint”) in the *Gomez* PAGA Action, adding Korina Milian as a named
10 plaintiff.

11 6. On June 8, 2022, Plaintiffs filed a Second Amended Complaint for Enforcement
12 Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“*Gomez* Second
13 Amended Complaint”) in the *Gomez* PAGA Action. The *Gomez* Second Amended Complaint
14 alleges ten (10) causes of action against Defendant for violations of the California Labor Code for
15 failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and
16 associated premium payments, timely pay wages during and after employment and pay associated
17 waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll
18 records, and reimburse necessary business-related expenses, and for violations of California
19 Business and Professions Code Section 17200 *et seq.* based on the aforementioned California Labor
20 Code violations.

21 7. On June 24, 2022, Plaintiff Korina Milian filed a First Amended Class Action
22 Complaint for Damages (“*Milian* First Amended Complaint”) in the *Milian* Class Action.

23 8. To effectuate the terms of this Agreement, the Parties will file a Joint Stipulation to
24 consolidate the Actions, and deem the *Milian* Class Action as the lead case.

25 9. Defendant denies all material allegations set forth in the Actions and has asserted
26 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, the

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Parties desire to fully and finally settle the Actions, Released Class Claims, and Released PAGA Claims.

10. Class Counsel in the Actions diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law and through formal and informal discovery methods, obtained and reviewed extensive information, data, and documents to assess the claims and allegations in the Actions.

11. On February 13, 2023, the Parties participated in mediation of the *Milian* Class Action and *Gomez* PAGA Action with mediator, Jeffrey Krivis, Esq. (the “Mediator”), who is a respected mediator of wage and hour class actions and PAGA cases. With the assistance of the Mediator and his evaluations, the Parties ultimately reached the settlement memorialized herein. The settlement discussions during and after mediation were conducted at arm’s length and the settlement is the result of an informed and detailed analysis of Defendant’s defenses, potential liability and the costs and risks associated with continued litigation. Based on the data and documents produced pursuant to informal discovery, as well as Class Counsel’s own independent investigation and evaluation, and the Mediator’s efforts, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, the sharply contested legal and factual issues involved, and numerous appellate issues.

12. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

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DEFINITIONS

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

13. “Actions” means the *Gomez* PAGA Action and the *Milian* Class Action.

14. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 57 below.

15. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, P.C., counsel for Plaintiffs, who will seek to be appointed counsel for the Class.

16. “Class and PAGA List” means a complete list of all Class Members and PAGA Members that Defendant will diligently and in good faith compile from its records and provide in confidence to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class and PAGA List will be password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s last-known full name, last-known mailing addresses, last-known telephone numbers, Social Security Number, and Workweek data during the Class Period and, as applicable, during the PAGA Period.

17. “Class Member(s)” or the “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period as defined herein. Defendant represents that there are approximately four hundred and one (401) individuals that comprise the Class.

18. “Class Period” means the period from January 12, 2018 through June 22, 2023.

19. “Class Representative” means Plaintiffs Korina Milian and Nallely Gomez, who will seek to be appointed as the representatives for the settling Class.

20. “Class Settlement” means the settlement and resolution of all Released Class Claims.

21. “Court” means the Superior Court of the State of California, County of Los Angeles or any other court taking jurisdiction of the Action.

22. “Defendant” means QueensCare Health Centers, presently known as Gracelight Community Health.

23. “Defendant’s Counsel” includes Maria C. Roberts of Greene & Roberts.

24. “Effective Date” means the date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) this Settlement Agreement has been executed by all parties and by counsel for the Class and Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) notice has been given to the putative members of the Class, providing them with an opportunity to object to the terms of the Settlement or to opt-out of the Settlement; (iv) the Court has held a Final Approval Hearing and, having heard no objections and/or having overruled any such objections to the Settlement, entered a Final Approval order and judgment certifying the Class, dismissing the Action (including the FAC) with prejudice, and approving this Settlement Agreement; (v) sixty-five (65) calendar day have passed following the Court’s entry of a Final Approval order and judgment certifying the Settlement Class, dismissing the Action (including the FAC) with prejudice, and approving the settlement; and (vi) in the event there are written objections filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court’s Final order approving the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (b) five (5) business days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief.

25. “Employer Taxes” means the employer’s share of employer payroll taxes and contributions that must be paid in connection with the wages portion of Individual Settlement Shares and which shall be paid by Defendant in addition to the Gross Settlement Amount.

26. “Enhancement Payment” means the amount to be paid to Plaintiffs Korina Milian and Nallely Gomez in recognition of their efforts and work in prosecuting the Actions on behalf of putative Class Members and PAGA Members, as set forth in Paragraph 58 below.

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27. “Final” as used in the definition of Effective Date, shall mean the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review in the California Supreme Court; or (ii) if a petition for review is filed, the date of denial of the petition for review, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the judgment.

28. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

29. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Court should give the Settlement its Final Approval.

30. “Gross Settlement Amount” means the amount of One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which is inclusive of the Attorneys’ Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement Administration Costs. Defendant shall separately pay the Employer Taxes as set forth in Paragraph 25, in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase only as provided in Paragraph 62 below.

31. “Individual PAGA Payment” means a PAGA Member’s *pro rata* share of the PAGA Penalty Amount that a PAGA Member is eligible to receive for the PAGA Settlement, as provided in Paragraph 64 below.

32. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 63 below.

33. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 61.

34. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalty Amount, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00) that the Parties have agreed will be paid to the LWDA for the settlement of the PAGA claims, as set forth in Paragraph 60.

35. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the approved Enhancement Payment(s), Settlement Administration Costs, PAGA Penalty Amount, and Attorneys’ Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

36. “Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

37. “Notice of Objection” means a Class Member’s written objection to the Settlement Agreement. For the Notice of Objection to be valid and timely, it must include: (a) the case name and number of the *Milian* Class Action; (b) the objector’s full name, signature, address, telephone number, and the last four digits of the objector’s Social Security Number; (c) the dates the objector was employed by Defendant in California; (d) a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the Response Deadline.

38. “PAGA Penalty Amount” means the allocation of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) from the Gross Settlement Amount for the settlement and resolution of the Released PAGA Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalty Amount, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining twenty-five percent (25%), or Sixty Two Thousand Five Hundred Dollars and Zero Cents (\$62,500.00), will be distributed to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

39. “PAGA Members” means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Period as defined in Paragraph 41 herein.

40. “PAGA Member Amount” means the twenty-five percent (25%) portion of the PAGA Allocation, or Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$62,500.00), to be distributed to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

41. “PAGA Period” means the period from October 2, 2020 through June 22, 2023.

42. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

43. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

44. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

45. “Plaintiff(s)” means Korina Milian and Nallely Gomez.

46. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

47. “Released Class Claims” means any and all claims, actions, or causes of action alleged in the *Milian* Complaint and/or *Milian* First Amended Complaint or that reasonably could have been alleged based upon the factual allegations contained in the *Milian* Complaint and/or *Milian* First Amended Complaint, arising during the Class Period. These include and are not limited to, claims for alleged: failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage (“IWC”) Orders (including, inter alia, Wage Order Nos. 1-2001, 4-2001, 5-2001, and 7-2001), and

1 violation of California Business and Professions Code section 17200 et seq. based on the
2 aforementioned.

3 48. “Released PAGA Claims” means any and all claims for civil penalties under the
4 Private Attorneys General Act (California Labor Code section 2698, *et seq.*), that were alleged in the
5 *Gomez* Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, or
6 reasonably could have been alleged based upon the factual allegations contained in the *Gomez*
7 Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, arising during the
8 PAGA Period, for the alleged: failure to pay overtime wages, failure to provide compliant meal
9 period and associated premiums, failure to provide compliant rest periods and associated premiums,
10 failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay
11 wages during employment, failure to provide compliant wage statements, failure to keep requisite
12 payroll records, and failure to reimburse necessary business expenses, in violation of California
13 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,
14 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

15 49. “Released Parties” means: (i) Defendant as it was previously named, QueensCare
16 Health Centers, and/or as it has recently been renamed, Gracelight Community Health; (ii) each of
17 Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without
18 limitation, any corporation, limited liability company, partnership, trust, foundations, and non-profit
19 entity which controls, is controlled by, or is under common control with Defendant; (iii) the past,
20 present and future shareholders, directors, officers, agents, executive-level employees, attorneys,
21 insurers, members, partners, managers, contractors, agents, consultants, representatives,
22 administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors,
23 successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be
24 jointly liable with any of the foregoing.

25 50. “Request for Exclusion” means a letter submitted by a Class Member indicating a
26 request to be excluded from the Class Settlement. To be valid and timely, the Request for Exclusion
27 must: (a) contain the case name and number of the *Milian* Class Action; (b) be signed by the Class
28

Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member received the Notice, does not wish to participate in the settlement, and wants to be excluded from the settlement; (e) be returned by first class mail or equivalent to the Settlement Administrator at the specified address; and, (f) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the settlement will be deemed a Participating Class Member and will be bound by all terms of the Class Settlement, if the settlement is granted final approval by the Court. A Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment, however, if the Class Member is also a PAGA Member, he or she will be bound to the PAGA Settlement as approved by the Court and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

51. “Response Deadline” means the deadline by which Class Members must submit to the Settlement Administrator a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event a Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion, Notice of Objection to the settlement, and/or dispute of the Workweeks credited to them.

52. “Settlement Administrator” means Simpluris, Inc. as approved by the Court for purposes of administering this settlement. The Parties each represent that they do not have any

1 financial interest in Simpluris, Inc. or otherwise have a relationship with Simpluris, Inc. that could
2 create a conflict of interest.

3 53. "Settlement Administration Costs" means the costs payable from the Gross
4 Settlement Amount, subject to a capped fee quote agreed to by the Parties, to the Settlement
5 Administrator for administering the Settlement, as set forth in Paragraph 59 below.

6 54. "Workweeks" means the number of weeks of employment for each Class Member
7 during the Class Period, which the Settlement Administrator will calculate in a manner that credits
8 one (1) Workweek for any period of seven consecutive calendar days, beginning on Sunday at
9 midnight and ending on Saturday at 11:59:59 PM, during which a Class Member began at least one
10 shift. Workweeks are determined by calculating the number of days each Class Member was
11 employed during the Class Period, dividing by seven (7), and rounding up to the nearest whole
12 number.

13 **CLASS CERTIFICATION**

14 55. Solely for the purpose of settling all claims alleged in the *Milian* First Amended
15 Complaint, and not for any other purpose in the event this settlement is not granted final approval,
16 the Parties stipulate and agree that the requisites for establishing class certification with respect to
17 the Class have been met and are met. More specifically, the Parties stipulate and agree for purposes
18 of this settlement only that:

19 a. The Class is ascertainable and so numerous as to make it impracticable to join
20 all Class Members;

21 b. There are common questions of law and fact including: The Class
22 Representative's claims are typical of the claims of the members of the Class; should this
23 Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be
24 admissible, in this or any other action, for any purpose whatsoever. The Class Representative and
25 Class Counsel will fairly and adequately protect the interests of the Class; should this Settlement
26 not be approved or be terminated, this stipulation shall be null and void and shall not be admissible,
27 in this or any other action, for any purpose whatsoever.
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c. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

d. With respect to the Class, the Class Representative believes that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy; should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

56. Funding of the Gross Settlement Amount. Within seven (7) business days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Defendant will make a one-time deposit of the Gross Settlement Amount, plus an amount sufficient for Employer Taxes, into a Qualified Settlement Account to be established by the Settlement Administrator. Within fourteen (14) business days of the funding of the Gross Settlement Amount and an amount sufficient for Employer Taxes, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator).

57. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$402,500.00 of the Gross Settlement Amount is \$1,150,000.00) and reimbursement of actual costs and expenses associated with Class

Counsel's litigation and settlement of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses and/or any form of tax or professional liability associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall become part of the Net Settlement Amount for the benefit of Participating Class Members.

58. Enhancement Payment. In exchange for a general release of Plaintiffs' claims, in addition to the Released Class Claims and Released PAGA Claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and negotiating the Settlement, Defendant does not oppose the application or motion for an Enhancement Payment in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for each of the Plaintiffs, subject to the Court's approval. The Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to any other payment Plaintiffs may be eligible to receive under the Settlement, e.g., their Individual Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to Plaintiffs, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Plaintiffs agree to indemnify and

1 hold Defendant harmless from any claim or liability for unpaid or underpaid taxes, penalties, or
2 interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement
3 Payment(s) to Plaintiffs in an amount that is less than \$15,000,00, the difference between the lesser
4 amount approved by the Court and the amount allocated toward the Enhancement Payment will
5 become part of the Net Settlement Amount for the benefit of Participating Class Members.

6 59. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments under the
8 Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents
9 (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
10 approval, will include, *inter alia*, printing, distributing, and tracking Notices and other documents for
11 this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
12 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
13 necessary reports and declarations, and other duties and responsibilities set forth herein to process
14 this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs
15 are greater than the estimated amount stated herein, such excess amount will be deducted from the
16 Gross Settlement Amount, subject to Court approval. Any portion of the estimated, designated,
17 and/or awarded Settlement Administration Costs which are not in fact awarded or required to fulfill
18 payment to the Settlement Administrator to undertake the requirement settlement administration
19 duties will become part of the Net Settlement Amount for the benefit of Participating Class
20 Members.

21 60. Labor and Workforce Development Agency Payment. Subject to Court approval, the
22 Parties agree that the amount of \$250,000.00 from the Gross Settlement Amount will be allocated
23 toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et*
24 *seq.* (i.e. the PAGA Penalty Amount), of which seventy-five percent (75%), or \$187,500.00, will be
25 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$62,500, will be
26 distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on
27 Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

61. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Members in accordance with the terms of this Agreement.

62. Escalator Clause. Defendant will not pay more than the Gross Settlement Amount plus Employer Taxes on the amounts allocated as wages. Defendant estimates that there are 51,089 Workweeks during the period from January 12, 2018 to February 13, 2023. If the number of Workweeks worked by the Class Members increases by more than five percent (5%) during the Class Period (i.e., an increase of more than 2,554 Workweeks), Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above five percent (5%), meaning Defendant will increase the Gross Settlement Amount by the percentage amount above five percent (5%) (e.g., if the number of Workweeks increases by 6% to 54,154 Workweeks, then the Gross Settlement Amount will increase by 1%). For the purpose of this provision, no increases after June 22, 2023, the day the Class Period ends, are to be considered in applying this provision.

63. Individual Settlement Payment Calculations. Class Counsel proposes that Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the Workweeks a Participating Class Member worked during the Class Period. Such payments will be distributed pro rata to Participating Class Members on a workweek basis. Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control. Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

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b. The Settlement Administrator will calculate the total number of Workweeks for each individual Class Member (“Individual Workweeks”). The Settlement Administrator will calculate the total number of Workweeks for all Class Members during the Class Period (“Class Workweeks”).

c. To determine each Class Member’s “Individual Settlement Payment” the Settlement Administrator will use the following formula: Individual Settlement Payment = (Net Settlement Amount ÷ Participating Class Workweeks) x Individual Workweeks for each individual Participating Class Member.

64. Individual PAGA Payment Calculations. The PAGA Member Amount will be divided by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a “Weekly PAGA Value.” The Weekly PAGA Value will be multiplied by the number of Workweeks attributable to the individual PAGA Member to derive his or her Individual PAGA Payment.

65. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, PAGA Members, or any Settlement Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Plaintiffs, PAGA Members, or any Participating Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members and PAGA Members, and that the Class Members and PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or

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1 compensation plan document that might have been in effect during the period covered by this
2 Settlement).

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

6 67. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
7 Defendant will transmit the Class and PAGA List confidentially by secure means to the Settlement
8 Administrator.

9 68. Notice by First-Class U.S. Mail.

10 a. Within ten (10) business days after receiving the Class and PAGA List, the
11 Settlement Administrator will perform a search based on the National Change of Address Database,
12 or any other similar services available, for information to update and correct for any known or
13 identifiable address changes, and will mail a Notice in English (in the form attached as **Exhibit A**
14 to this Settlement Agreement) to all Class Members via regular First-Class U.S. Mail, using the
15 most current, known mailing addresses identified by the Settlement Administrator.

16 b. Any Notice Packets returned to the Settlement Administrator as non-
17 deliverable on or before the Response Deadline will be sent within five (5) calendar days via
18 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
19 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding
20 address is provided, the Settlement Administrator will promptly attempt to determine the correct
21 address using a skip-trace, or other search using the name, address and/or Social Security number
22 of the Class Member involved and will then perform a single re-mailing. Those Class Members
23 who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the
24 later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to submit a
25 Request for Exclusion, Notice of Objection and/or dispute regarding Workweeks.

26 69. Notice. All Class Members will be mailed a Notice. Each Notice will provide: (a)
27 information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms;
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(c) the Class definition; (d) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (e) the dates which comprise the Class Period; (f) each PAGA Member's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which comprise the PAGA Period; (h) instructions on how to submit valid Requests for Exclusion, Notice of Objections, and/or dispute regarding Workweeks; (i) the deadlines by which the Class Member must submit a Request for Exclusion, Notice of Objection and/or dispute regarding Workweeks; (j) the claims to be released, as set forth herein; and (k) the date for the Final Approval Hearing.

70. Disputes Regarding Workweeks as to Class Settlement. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the *Milian* Class Action; (b) contains the full name, signature, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct; and (e) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation demonstrating that Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents demonstrating that Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, the Settlement Administrator will evaluate the materials submitted by the Class Member

1 and the Settlement Administrator will resolve and determine the number of eligible Workweeks that
2 the disputing Class Member should be credited with under the Settlement. The Settlement
3 Administrator shall make an initial determination on all disputes; however, the Court shall have the
4 right to review any decision made by the Settlement Administrator on such disputes.

5 71. Request for Exclusion Procedures. Any Class Member wishing to be excluded from
6 the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator,
7 by mail or fax, within the Response Deadline. The date of the fax or the postmark on the return
8 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
9 been timely submitted. All Requests for Exclusion will be submitted to the Settlement
10 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
11 Exclusion that were timely submitted, and also identify the individuals who have submitted a timely
12 and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the
13 Final Approval Hearing. Any Class Member who submits a Request for Exclusion shall be
14 prohibited from objecting to the Class Settlement.

15 72. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
16 Class Member who does not affirmatively request exclusion from the Class Settlement by submitting
17 a timely and valid Request for Exclusion as set forth in Paragraph 70, will be bound by all of its
18 terms, including those pertaining to the Released Class Claims, as well as any judgment that may be
19 entered by the Court if it grants final approval to the Settlement. Any Class Member who submits a
20 timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be
21 issued an Individual Settlement Payment. However, if the Class Member is also a PAGA Member,
22 he or she will be bound to the release of the PAGA Settlement and will still be issued an Individual
23 PAGA Payment, irrespective of whether they submit a Request for Exclusion from the Class
24 Settlement.

25 73. Objection Procedures. To object to the Settlement Agreement, Class Members who
26 have not submitted a valid and timely Request for Exclusion (i.e., Participating Class Members)
27 must submit a valid Notice of Objection to the Settlement Administrator, by fax or mail, on or before
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1 the Response Deadline. The Notice of Objection must be signed by the Participating Class Member
2 and contain all information required by this Settlement Agreement. The postmark or fax-stamp date
3 will be deemed the exclusive means for determining that the Notice of Objection is timely.

4 Alternatively, a Participating Class Member may appear and object at the Final Approval Hearing
5 regardless of whether they had submitted a Notice of Objection. Class Members who fail to object
6 in the specific manners specified above will be deemed to have waived all objections to the
7 Settlement and will be foreclosed from making any objections and seeking any adjudication or
8 review, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
9 Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the
10 Settlement Agreement or appeal from the Final Approval

11 74. Order and Judgment. Class Counsel will not represent any Class Members with
12 respect to any such objections to this Settlement.

13 75. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
15 which certifies: (a) the number of Class Members who have submitted valid Requests for
16 Exclusion; and (b) whether any Class Member has submitted a challenge to any information
17 contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will
18 provide to counsel for both Parties any updated reports regarding the administration of the
19 Settlement Agreement as needed or requested.

20 76. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
21 Participating Class Members and/or PAGA Members will expire one hundred eighty (180) calendar
22 days from the date the check was issued. All uncashed checks will not be reissued and will be sent
23 to the Court Appointed Special Advocates of Los Angeles ("CASA"), in accordance with
24 California Code of Civil Procedure section 384. The Settlement Administrator shall reverse any tax
25 documents issued to Class Members who did not cash his or her check and refund the Defendant's
26 related share of employer's taxes.

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1 77. Certification of Completion. Upon completion of administration of the Settlement,
2 the Settlement Administrator will provide a written declaration under oath to certify such
3 completion to the Court and counsel for all Parties.

4 78. Administration Costs if Settlement Fails. If the Settlement is voided or rejected by
5 the Court, any costs incurred by the Settlement Administrator will be paid equally by the Parties
6 (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

7 79. Treatment of Individual Settlement Payments and Individual PAGA Payments. All
8 Individual Settlement Payments will be allocated as follows: 15% will be allocated as alleged
9 unpaid wages, and 85% will be allocated as alleged unpaid interest, alleged business expense
10 reimbursement, alleged unpaid meal or rest break premiums, and alleged statutory penalties. The
11 15% of each Individual Settlement Payment allocated as wages will be reported on an IRS Form
12 W-2 by the Settlement Administrator. The remaining 85% of each Individual Settlement Payment
13 allocated as interest, business expense reimbursement, meal or rest break premiums, and penalties
14 will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual PAGA
15 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
16 Form-1099 (if applicable) by the Settlement Administrator.

17 80. Administration of Taxes by the Settlement Administrator. The Settlement
18 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA
19 Group Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law
20 for all amounts paid pursuant to this Agreement. Within ten (10) business days after the Effective
21 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be
22 paid by Defendant pursuant to the terms of the Settlement, including the amount of the Employer
23 Taxes to be paid from the Net Settlement Amount. The Settlement Administrator will also be
24 responsible for timely forwarding all payroll taxes and penalties to the appropriate government
25 authorities.

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1 81. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel make
2 no representations or warranties as to the tax consequences, treatment, or legal effect of any
3 payments made under this Settlement Agreement, do not intend anything contained in this
4 Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
5 Settlement Agreement be relied on as such. Plaintiffs, Participating Class Members, and Class
6 Counsel are not relying on any statement, representation, or calculation by Defendant or by the
7 Settlement Administrator in this regard. Plaintiffs, PAGA Members, and Participating Class
8 Members understand and agree that, except for Defendant’s payment of its portion of Employer
9 Taxes, Plaintiffs, PAGA Members, and Participating Class Members will be solely responsible for
10 correctly characterizing any compensation received under the Settlement on his/her personal
11 income tax returns and paying any and all taxes due for any and all amounts paid to them under the
12 Settlement.

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

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

14 84. Release of Class Claims by Class Members. Upon full funding of the Gross
15 Settlement Amount and the Effective Date, Plaintiffs and all Participating Class Members will be
16 deemed to have fully, finally and forever released, settled, compromised, relinquished, and
17 discharged the Released Parties of any and all Released Class Claims he or she may have or had.

18 85. Release of PAGA Claims by PAGA Members. Upon full funding of the Gross
19 Settlement Amount and the Effective Date, all PAGA Members, and the State of California with
20 respect to all PAGA Members, will be deemed to have fully, finally and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

22 86. Individual Releases of Claims. In addition to the releases made by the Participating
23 Class Members and PAGA Members set forth in this Agreement, Plaintiffs release, as individuals
24 and in addition to the release of Released Class Claims and Released PAGA Claims described
25 above, all claims, whether known or unknown, under federal law or state law against the Released
26 Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing
27 any claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs
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1 understand that this release includes unknown claims, and that Plaintiffs are, as a result, waiving the
2 rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY.**

9 87. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
10 Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
11 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
12 execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

- 13 a. Scheduling a fairness hearing on the question of whether the proposed
14 settlement, including but not limited to, payment of attorneys' fees and costs, and the Class
15 Representative's Enhancement Payment, should be finally approved as fair, reasonable and
16 adequate as to the members of the Class;
- 17 b. Consolidating the Actions for purposes of the settlement only.
- 18 c. Certifying the Class for settlement purposes;
- 19 d. Approving, as to form and content, the proposed Notice;
- 20 e. Approving the manner and method for Class Members to request exclusion
21 from the Class Settlement as contained herein and within the Notice;
- 22 f. Directing the mailing of the Notice, by first class mail to the Class Members;
- 23 g. Preliminarily approving the Settlement subject only to the objections of Class
24 Members and final review by the Court; and
- 25 h. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
26 claims, suits or administrative proceedings (including filing claims with the California Division of
27 Labor Standards Enforcement) regarding the Released Class Claims and Released PAGA Claims
28 unless and until such Class Members have filed valid Requests for Exclusion with the Settlement
Administrator.

1 88. Duties of the Parties Following Final Court Approval. After the Response Deadline,
2 and with the Court’s permission, a Final Approval Hearing will be conducted to determine whether
3 Final Approval of the Settlement should be granted, along with the amounts properly payable for (a)
4 Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d)
5 Attorneys’ Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs.
6 The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
7 Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final
8 Approval of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the motion
9 at least four (4) business days before filing it with the Court. By way of said motion, Plaintiffs will
10 apply for the entry of the mutually agreed upon proposed order and judgment (“Final Approval
11 Order and Judgment”), which will provide for, in substantial part, the following:

- 12 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
13 and adequate, and directing consummation of its terms and provisions;
- 14 b. Certification of the Class;
- 15 c. Approving Class Counsel’s application for an award of Attorneys’ Fees and
16 Costs;
- 17 d. Approving the Enhancement Payment to the Class Representative;
- 18 e. Directing Defendant to fund all amounts due under the Settlement Agreement
19 and ordered by the Court; and
- 20 f. Entering judgment in this Action barring and enjoining all members of the
21 Settlement Class from prosecuting against any of the Released Parties, any individual or class,
22 collective or representative claims released herein, upon satisfaction of all payments and obligations
23 hereunder.

24 89. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
25 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
26 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
27 null and void and any information transmitted by Defendant to the Settlement Administrator will be
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1 destroyed within 30 days of any order not approving the Settlement. Any order or judgment entered
2 by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the
3 beginning.

4 90. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
5 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
8 Final Approval Hearing. The Preliminary Approval Order will provide for the Notice to be sent to
9 all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
10 Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and
11 will include the proposed Notice. Class Counsel will be responsible for drafting all documents
12 necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for
13 Preliminary Approval.

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

24 92. Termination of Settlement. Subject to the obligation(s) of cooperation, either Party
25 may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the
26 Final Approval Order or final judgment in substantially the form submitted by the Parties, or the
27 Settlement Agreement as agreed does not become final because of appellate court action. The
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1 Terminating Party shall give to the other Party (through its counsel) written notice of its decision to
2 terminate no later than ten (10) business days after receiving notice that one of the enumerated
3 events has occurred. Termination shall have the following effects:

4 a. The Settlement Agreement shall be terminated and shall have no force or
5 effect, and no Party shall be bound by any of its terms;

6 b. In the event the Settlement is terminated, Defendant shall have no obligation
7 to make any payments to any Party, Class Member, PAGA Member or Class Counsel, except that
8 the Terminating Party shall pay the Settlement Administrator for services rendered up to the date
9 the Settlement Administrator is notified that the settlement has been terminated;

10 c. The Preliminary Approval Order, Final Approval Order and Judgment,
11 including any order of class certification, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Action prior to the execution of the Settlement
15 Agreement;

16 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
17 statements or filings in furtherance of settlement (including all matters associated with the
18 mediation) shall be admissible or offered into evidence in the Action or any other action for any
19 purpose whatsoever.

20 93. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
21 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
22 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
23 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
24 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
25 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under
26 court rules or as set forth in this Agreement.

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

4 95. Confidentiality. The parties and their counsel agree that they will not issue any
5 media or press releases, initiate any contact with the media or press, respond to any media or press
6 inquiry, or have any communication with the media or press about the fact, amount, or terms of the
7 settlement, including through social media. Class counsel will take all steps necessary to ensure the
8 class representative is aware of, and will instruct the class representative to adhere to, the restriction
9 against any media or press comment on the settlement and its terms. In addition, the parties and
10 their counsel agree that they will not engage in any advertising or distribute any marketing
11 materials relating to the settlement of this case. Any communication about the settlement to class
12 members prior to the court-approved mailing will be limited to a statement that a settlement has
13 been reached of claims that were disputed and the details will be communicated in a forthcoming
14 court-approved notice. Nothing set forth herein, however, shall prohibit the parties from providing
15 this agreement to the court in connection with the parties' efforts to seek the court's approval of
16 this settlement. Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek
17 to affirmatively contact the media about the settlement. Notwithstanding the foregoing, Class
18 Counsel may respond to questions received from, and discuss any aspect of this Agreement with
19 the Class Member or their legal representatives, the Settlement Administrator, the Court, and
20 representatives of the LWDA. Further, nothing in this Agreement shall prohibit or interfere with
21 Class Counsel's fulfillment of its ethical obligations or fiduciary duties to the Class Members.

22 96. Other Lawsuits. To the fullest extent permissible under applicable law, and solely for
23 the purposes of this settlement agreement and not for any other purpose, counsel for Plaintiffs
24 represents and warrants on behalf of themselves and all others acting on their behalf, that they: (i)
25 have not been retained by any other individuals with claims against Defendant (other than those of
26 which Defendant and/or its counsel have been advised); (ii) are not aware of, and have not been
27 informed of, any other plaintiff, class member, or attorney who intends to bring a claim against
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1 Defendant including, but not limited to, any claim based on the subject matter of the action; and
2 (iii) do not currently intend to bring any other claim against Defendant. Nothing in the foregoing is
3 intended to limit or restrict Plaintiffs' counsel's ability to practice law, or to otherwise violate
4 California rules of professional conduct, rule 1-500. To the extent any portion of this paragraph is
5 found to violate rule 1-500, or any other rule of professional conduct, such offending language will
6 be deemed stricken and will be treated as if it is of no force and effect.

7 97. Entire Agreement. This Settlement Agreement, the separate general release of all
8 claims by the Class Representatives, and any attached Exhibits constitute the entirety of the Parties'
9 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
10 binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and
11 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
12 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
13 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
14 contradict the terms of this Agreement.

15 98. Amendment or Modification. Prior to the filing of the motion for preliminary
16 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
17 Agreement except by written agreement signed by counsel for all of the Parties. After the filing of
18 the motion for preliminary approval of the Settlement, the Parties may not amend or modify any
19 provision of this Settlement Agreement except by written agreement signed by counsel for all of
20 the Parties and subject to Court approval. A waiver or amendment of any provision of this
21 Settlement Agreement will not constitute a waiver of any other provision.

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

5 100. Signatories. It is agreed that because the members of the Class are so numerous, it is
6 impossible or impractical to have each Participating Class Member execute this Settlement
7 Agreement. The Notice will advise all Class Members of the binding nature of the Class Settlement
8 as to the Participating Class Members and the binding nature of the PAGA Settlement as to the
9 PAGA Members, and the release shall have the same force and effect as if this Settlement
10 Agreement were executed by each Participating Class Member and PAGA Member.

11 101. Binding on Successors and Assigns. This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
13 defined and will apply equally to Gracelight Community Health, the new name of what was
14 previously known as QueensCare Health Centers.

15 102. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
16 will be governed by and interpreted according to the laws of the State of California.

17 103. Execution and Counterparts. This Settlement Agreement is subject only to the
18 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them, including facsimile and scanned copies of the signature
20 page, will be deemed to be one and the same instrument provided that counsel for the Parties will
21 exchange among themselves original signed counterparts.

22 104. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
23 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
24 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
25 taking into account all relevant factors, present and potential. The Parties further acknowledge that
26 they are each represented by competent counsel and that they have had an opportunity to consult
27 with their counsel regarding the fairness and reasonableness of this Agreement. In addition, if
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1 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting
2 the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact
3 the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
4 reasonable.

5 105. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
7 extent possible consistent with applicable precedents so as to define all provisions of this
8 Settlement Agreement valid and enforceable.

9 106. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
10 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms
11 herein. For good and valuable consideration, Plaintiffs further agree that they will not request to be
12 excluded from the Settlement Agreement, nor object to any terms herein. Any such Request for
13 Exclusion or Objection by Plaintiffs will be void and of no force or effect. Any efforts by Plaintiffs
14 to circumvent the terms of this paragraph will be void and of no force or effect.

15 107. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
16 class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class
17 Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount requested
18 from the Court, and either Party may terminate this Settlement or appeal any Court order which is
19 not in substantially the form submitted by the Parties.

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

7 109. Captions. The captions and section numbers in this Agreement are inserted for the
8 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
9 provisions of this Agreement.

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

14 111. Enforcement Actions. In the event that one or more of the Parties institute any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of this
16 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
17 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
18 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

24 113. Representation By Counsel. The Parties acknowledge that they have been
25 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
26 and that this Agreement has been executed with the consent and advice of counsel and reviewed in

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1 full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
2 Settlement Agreement.

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

5 115. Notices. Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly given as
7 of the third business day after mailing by United States registered or certified mail, return receipt
8 requested, addressed as follows:

9 To Plaintiffs and the Settlement Class:

10 Arby Aiwarzian
11 Joanna Ghosh
12 Selena Matavosian
13 **LAWYERS for JUSTICE, PC**
14 410 West Arden Avenue, Suite 203
15 Glendale, California 91203
16 Telephone: (818) 265-1020
17 Fax: (818) 265-1021

15 To Defendant:

16 Maria C. Roberts
17 Noel J Meza
18 Greene & Roberts
19 402 West Broadway Suite 1025
20 San Diego, CA 92101
21 Telephone: 619.398.3400
22 Fax: 619.330.4907

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

23 117. Integration Clause. This Settlement Agreement contains the entire agreement
24 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or
25 contemporaneous agreements, understandings, representations, and statements, whether oral or
26 written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder
27 may be waived except in writing.
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118. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

IT IS SO AGREED.

Dated: _____

PLAINTIFF NALLELY GOMEZ

Nallely Gomez, Plaintiff

Dated: _____

PLAINTIFF KORINA MILIAN

Korina Milian, Plaintiff

Dated: 7/31/24

**QUEENSCARE HEALTH CENTERS, now
known as GRACELIGHT COMMUNITY
HEALTH**



By: Eloisa Perard Chief Executive Officer
Gracelight Community Health, previously known
as QueensCare Health Centers.

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1 Approved as to form and respectfully submitted:

2
3 Dated: July 31, 2024

LAWYERS for JUSTICE, P.C.

4 By: 
5 Arby Aiwazian
6 Joanna Ghosh
7 Selena Matavosian
8 *Attorneys for Plaintiffs Korina Milian and*
9 *Nallely Gomez*

10
11 Dated: July 31, 2024

GREENE & ROBERTS LLP

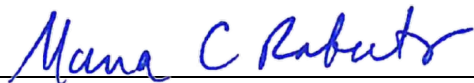
12 By: 
13 Maria C. Roberts
14 Noel J. Meza
15 *Attorneys for Defendant QueensCare Health*
16 *Centers, renamed as Grace Light Community*
17 *Health*

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

***Korina Millian v. Queenscare Health Centers*
Nallely Gomez, et al. v. Queenscare Health Centers
Superior Court of California for the County of Los Angeles
Case Nos. 22STCV01359 and 21STCV44511**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and representative action settlement has been reached between Plaintiffs Korina Milian and Nallely Gomez (together, "Plaintiffs") and Defendant Queenscare Health Centers, presently known as Gracelight Community Health ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Korina Millian v. Queenscare Health Centers*, Superior Court of California for the County of Los Angeles, Case No. 22STCV01359 ("*Milian Class Action*") and *Nallely Gomez, et al. v. Queenscare Health Centers*, Superior Court of California for the County of Los Angeles, Case No 21STCV44511 ("*Gomez PAGA Action*"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from January 12, 2018 through June 22, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Period.

"PAGA Period" means the period from October 2, 2020 through June 22, 2023.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

II. BACKGROUND OF THE LITIGATION

On September 30, 2021, Plaintiff Nallely Gomez provided written notice by certified mail ("*Gomez LWDA Notice*") to the California Labor & Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims.

On November 8, 2021, Plaintiff Korina Milian provided written notice by certified mail ("*Milian LWDA Notice*") to the LWDA of her intent to assert claims under PAGA and on the basis for those claims.

On December 6, 2021, Plaintiff Nallely Gomez filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the Los Angeles County Superior Court, Case No.

21STCV44511 (the “*Gomez* PAGA Action”), alleging a single cause of action for civil penalties pursuant to the PAGA, on behalf of the State of California in connection with herself and aggrieved employees.

On January 12, 2022, Plaintiff Korina Milian commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 22STCV01359 (the “*Milian* Class Action”).

On January 12, 2022, Plaintiff Nallely Gomez filed a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Gomez* PAGA Action, adding Korina Milian as an additional named plaintiff (“*Gomez* First Amended Complaint”).

On June 8, 2022, Plaintiffs filed a Second Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Gomez* PAGA Action (“*Gomez* Second Amended Complaint”).

On June 24, 2022, Plaintiff Korina Milian filed a First Amended Class Action Complaint for Damages in the *Milian* Class Action (“*Milian* First Amended Complaint”).

On April 2, 2024, the Parties filed a stipulation to consolidate the *Milian* Class Action and *Gomez* PAGA Action and on April 2, 2024, the *Milian* Class Action and *Gomez* PAGA Action were deemed consolidated in the Los Angeles County Superior Court, with the *Milian* Class Action being the lead case (together, the *Milian* Class Action and *Gomez* PAGA Action are referred to as the “Actions”).

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions and denies it violated the law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Korina Milian and Nallely Gomez as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Selena Matavosian, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below. If you are an PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all PAGA Members will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Actions have merit or that the Defendant has any liability to Plaintiffs, Class Members, the State of California, and/or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, PAGA Members, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$402,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (“Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to each of the Plaintiffs for their services in the Actions; (3) Settlement Administration Costs in an amount estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator; and (4) the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$187,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$62,500.00) (“PAGA Member Amount”) shall be distributed to the PAGA Members.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks of employment for each Class Member during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by Class Members during the Class Period and multiplied that value by the number of Workweeks worked by each respective Class Member during the Class Period to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as fifteen percent (15%) wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) interest, business expense reimbursement, meal or rest break premiums, and penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive their *pro rata* share of the PAGA Penalty Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member worked for Defendant as a non-exempt or hourly paid employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks worked by PAGA Members during the PAGA Period and multiplied that value by the number of Workweeks worked by each respective PAGA Member during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, within seven (7) business days after the Effective Date (as defined in the Settlement), Defendant will fund the Gross Settlement Amount, plus an amount sufficient for Employer Taxes.

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the Gross Settlement Amount.

Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From January 12, 2018 through June 22, 2023 (i.e., Class Period), you are credited as having actually worked [REDACTED] Workweeks.

From October 2, 2020 through June 22, 2023 (i.e., PAGA Period), you are credited as having actually worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (1) contains the case name and number of the *Milian* Class Action; (2) contains your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (4) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (5) be returned to the Settlement Administrator by fax or mail at the specified address listed in Section IV.B below, postmarked or fax-stamped **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Released Claims

Upon full funding of the Gross Settlement Amount and the Effective Date, Plaintiffs and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all Released Claims he or she may have or had.

Upon full funding of the Gross Settlement Amount and the Effective Date, all PAGA Members, and the State of California with respect to all PAGA Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, actions, or causes of action alleged in the *Milian* Complaint and/or *Milian* First Amended Complaint or that reasonably could have been alleged based upon the factual allegations contained in the *Milian* Complaint and/or *Milian* First Amended Complaint, arising during the Class Period. These include and are not limited to, claims for alleged: failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay,

failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage (“IWC”) Orders (including, inter alia, Wage Order Nos. 1-2001, 4-2001, 5-2001, and 7-2001), and violation of California Business and Professions Code section 17200 et seq. based on the aforementioned.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, *et seq.*), that were alleged in the *Gomez* Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, or reasonably could have been alleged based upon the factual allegations contained in the *Gomez* Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, arising during the PAGA Period, for the alleged: failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

“Released Parties” means: (i) Defendant as it was previously named, QueensCare Health Centers, and/or as it has recently been renamed, Grace Light Community Health; (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundations, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, executive-level employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$402,500.00) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each (“Enhancement Payment”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to

do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the *Milian* Class Action; (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you received the Notice, do not wish to participate in the settlement, and want to be excluded from the settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Notice of Objection must include: (a) the case name and number of the *Milian* Class Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) the dates you were employed by Defendant in California; (d) a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be submitted by fax or mail to the Settlement Administrator, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and

Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk's office, office during business hours (you must make an appointment prior to visiting the civil clerk's office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

September 30, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: QUEENSCARE HEALTH CENTERS

Dear Representative:

We have been retained to represent Nallely Gomez against QueensCare Health Centers (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "QueensCare Health Centers") for violations of California wage-and-hour laws. Ms. Gomez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Gomez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

QueensCare Health Centers employed Ms. Gomez as an hourly-paid, non-exempt employee from approximately December 2019 to approximately July 2021, in the State of California.

The "aggrieved employees" that Ms. Gomez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, QueensCare Health Centers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

QueensCare Health Centers required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock into work and complying with Covid protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Gomez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Gomez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, QueensCare Health Centers required Ms. Gomez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, QueensCare Health Centers failed to pay Ms. Gomez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, QueensCare Health Centers failed to pay Ms. Gomez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, QueensCare Health Centers did not provide Ms. Gomez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from QueensCare Health Centers were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Gomez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Gomez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Gomez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Gomez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Gomez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, QueensCare Health Centers failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Gomez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

QueensCare Health Centers failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, QueensCare Health Centers did not provide Ms. Gomez and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, QueensCare Health Centers failed to pay Ms. Gomez and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Gomez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, QueensCare Health Centers failed to pay Ms. Gomez and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Gomez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Gomez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by QueensCare Health Centers. These costs include, but are not limited to, the use of personal vehicles for work-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Gomez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

QueensCare Health Centers
c/o Eloisa Perard
Agent for Service of Process
950 South Grand Avenue, 2nd Floor South
Los Angeles, CA 90015

EXHIBIT 3

LAWYERS FOR JUSTICE[®]

November 8, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: QUEENSCARE HEALTH CENTERS

Dear Representative:

We have been retained to represent Korina Milian against QueensCare Health Centers (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "QueensCare Health Centers") for violations of California wage-and-hour laws. Ms. Milian seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Milian seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

QueensCare Health Centers employed Ms. Milian as an hourly-paid, non-exempt employee from approximately February 2017 to the present, in the State of California.

The "aggrieved employees" that Ms. Milian may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, QueensCare Health Centers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

QueensCare Health Centers required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock into work and complying with Covid protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Milian and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Milian and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, QueensCare Health Centers required Ms. Milian and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Company also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, QueensCare Health Centers failed to pay Ms. Milian and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Milian and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Milian and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Milian and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Milian and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who

retaliates. Any other information the Labor Commissioner deems material and necessary.

QueensCare Health Centers failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, QueensCare Health Centers did not provide Ms. Milian and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, QueensCare Health Centers failed to pay Ms. Milian and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Milian and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, QueensCare Health Centers failed to pay Ms. Milian and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Milian and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Milian and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by QueensCare Health Centers. These costs include, but are not limited to, the use of personal vehicles for work-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Milian seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

QueensCare Health Centers
c/o Eloisa Perard
Agent for Service of Process
950 South Grand Avenue, 2nd Floor South
Los Angeles, CA 90015