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[Additional counsel listed on following page]

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

DONALD HOLLINGSWORTH, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

WESTCARE CALIFORNIA, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. BCV-22-100324

*Assigned for all Purposes to:
Judge J. Eric Bradshaw
Bakersfield Division J*

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

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6 Attorneys for Plaintiff
LUTRÍCIA RANDOLPH and all others similarly situated.

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12 Attorneys for Defendant
WESTCARE CALIFORNIA, INC.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of these Actions shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class
5 Action Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiffs Donald Hollingsworth and Lutricia
7 Randolph (“Plaintiffs”) and the Class Members, on the one hand, and Defendant WestCare
8 California, Inc. (“Defendant”), on the other hand. Plaintiffs and Defendant collectively are referred
9 to in this Agreement as “the Parties.”

10 The Parties agree that the Actions shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Seven Hundred Sixty-Five
12 Thousand Dollars (\$765,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a release of all claims by Named Plaintiffs and the Class Members as
15 set forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Actions” means the actions described as follows: *Donald Hollingsworth v. WestCare*
21 *California, Inc.*, Case No. BCV-22-100324, commenced on February 8, 2022, in the Superior Court
22 of the State of California for the County of Kern; and *Randolph v. WestCare California Inc.*, Case
23 No. 37-2021-00024806-CU-OE-CTL, commenced on March 2, 2022, in the Superior Court of the
24 State of California for the County of San Mateo.

25 b. “Agreement” means this Joint Stipulation of Class Action Settlement, including the
26 attached Exhibit(s).

27 c. “Class” means all current and former non-exempt, hourly-paid employees of
28 Defendant WestCare California, Inc. who worked at any time during the Class Period. Defendant

1 may, at its election, exclude from this group persons who did not record any hours of work in
2 Defendant's timekeeping system due to leaves of absence, or job abandonment.

3 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

4 **AEGIS LAW FIRM, PC**

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20 e. "Class List" means a list based on Defendant's business records that identifies each
21 Class Member's name, last known home or mailing address, Social Security number or, as
22 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
23 Workweeks worked during the Class Period.

24 f. "Class Member(s)" means all members of the Class.

25 g. "Class Period" means from March 1, 2019 through March 31, 2023.

26 h. "Court" means the California Superior Court for the County of Kern.

27 i. "Date of Finality" means the first day after the period for filing any appeal, writ, or
28 other appellate proceeding opposing Final Approval and Judgment has elapsed without any appeal,
writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants final
approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final
Approval has been filed within that timeframe; five business days after any appeal, writ, or other
appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right
to pursue further remedies or relief.

j. "Defendant" means Defendant WestCare California, Inc.

k. "Defense Counsel" means counsel for Defendant:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Alexander M. Chemers
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Facsimile: 213-239-9045

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order or judgment signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Seven Hundred Sixty-Five Thousand Dollars (\$765,000.00) to be paid by Defendant as provided by this Agreement to settle these Actions. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Awards” means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Named Plaintiffs, subject to Court approval, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for their general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means the State of California Labor and Workforce Development Agency.

r. “LWDA Payment” means 75% of the \$25,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

1 s. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in the Actions.

5 t. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. “Named Plaintiffs” means Donald Hollingsworth and Lutricia Randolph.

9 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and LWDA
11 Payment, pursuant to Section 3.06(a)-(f) below.

12 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
18 codified in California Labor Code §§ 2698 *et seq.*

19 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
20 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
21 agreed that the PAGA Settlement Amount is Twenty Five Thousand Dollars (\$25,000), subject to
22 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
23 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
24 Members.

25 aa. “PAGA Group Members” means all Class Members employed by Defendant at any
26 time between February 8, 2021 through March 31, 2023 (“PAGA Period”).

27 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
28 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

1 Settlement Amount automatically without the need to return a claim form. Each Participating Class
2 Member will be paid his/her Individual Settlement Payment.

3 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
4 Settlement embodied in this Agreement.

5 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members.

8 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
9 for Defendant during the Class Period.

10 ff. "Released Parties" means Defendant and all of its current and former parents
11 (including but not limited to WestCare Foundation, Inc.), owners, subsidiaries, predecessors and
12 successors, and each of their respective officers, directors, partners, shareholders and agents, and any
13 other successors, assigns, or legal representatives.

14 gg. "Response Deadline" means the deadline by which Class Members must postmark or
15 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
16 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
17 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
18 federal holiday, in which case the Response Deadline will be extended to the next day on which the
19 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
20 re-mailing.

21 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
23 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
25 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
26 Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
27 Settlement Amount.

ii. “Settlement Administrator” means ILYM, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Actions for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Actions. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Actions. If the Date of Finality does not occur, or if Disposition of the Actions is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Actions as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Actions for any purpose, if the Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Michael Loeb to resolve the dispute.

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

12 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
13 the Class to include all claims pled in the Actions based on the preliminary approval of this
14 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
15 "Preliminary Approval Date."

16 **Section 3.02: The Settlement Administrator**

17 The Parties have chosen ILYM to administer this Settlement and to act as the Settlement
18 Administrator, including but not limited to distributing and responding to inquiries about the Notice
19 Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and
20 the Individual Settlement Payments, issuing the Individual Settlement Payment checks and
21 distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing
22 the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named
23 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
24 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

25 All costs of administering the Settlement, including but not limited to all costs and fees
26 associated with preparing, issuing and mailing any and all notices to Class Members and/or
27 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
28 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax

1 returns and any other filings required by any governmental taxing authority or agency, all costs and
2 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
3 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
4 incurred and/or charged by the Settlement Administrator in connection with the execution of its
5 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
6 Administrator from the Gross Settlement Amount.

7 **Section 3.03: Notice to Class Members**

8 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
9 provide the Settlement Administrator with a “Class List” in electronic format based on its business
10 records, identifying the names of the Class Members, their last known home addresses, Social
11 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
12 and weeks worked during the Class Period.

13 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
14 Administrator will send Class Members, by first-class mail, at their last known address, the Court
15 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
16 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
17 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
18 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
19 Settlement Administrator will check all Class Member addresses against the National Change of
20 Address database and shall update any addresses before mailing. The Settlement Administrator will
21 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
22 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
23 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
24 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
25 Class Members shall not be required to submit claim forms in order to receive a proportional share
26 of the Net Settlement Amount.

27 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
28 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose

1 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
3 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
4 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
5 that reasonable means be used to locate Class Members and that the Settlement Administrator be
6 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
7 Individual Settlement Payments to all Participating Class Members.

8 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
9 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
10 status report provided to the Parties.

11 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
12 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
13 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
14 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
15 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
16 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
17 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
18 procedures set forth in Section 3.06(g) below.

19 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
20 Settlement Administrator shall provide Class Counsel with a declaration attesting to completion of
21 the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any
22 returned Notice Packets, as well as the number of valid requests for exclusion and objections that the
23 Settlement Administrator received.

24 **Section 3.04: Responses to Notice**

25 **a. Class Member Disputes**

26 If any Class Member disagrees with Defendant's records as to his or her Qualifying
27 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
28 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period

1 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
2 supporting documentation. The Notice will also provide a method for the Class Member to challenge
3 the employment data on which his or her Individual Settlement Payment is based. The Settlement
4 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
5 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
6 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
7 the information provided to it.

8 **b. Requests for Exclusion from Class**

9 In order for any Class Member to validly exclude himself or herself from the Class and this
10 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
11 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
12 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
13 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
14 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
15 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
16 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
17 conclusively determined according to the records of the Settlement Administrator. Any Class
18 Member who timely and validly requests exclusion from the Class and this Settlement will not be
19 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
20 Agreement, and will not have any right to object, appeal, or comment thereon.

21 Any Class Member who fails to timely submit a request for exclusion shall automatically be
22 deemed a Class Member whose rights and claims with respect to the issues raised in the Actions are
23 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
24 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Actions
25 and/or released in this Agreement will be extinguished.

26 **c. Objections to Settlement**

27 For any Class Member to object to this Agreement, or any term of it, the person making the
28 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the

1 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
2 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
3 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
4 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
5 the date the signed objection was postmarked, shall be conclusively determined according to the
6 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
7 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
8 Members may also appear at the final approval hearing to object. The Court retains final authority
9 with respect to the consideration and admissibility of any Class Member objections.

10 **d. Encouragement of Class Members**

11 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
12 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
13 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
14 Class Members.

15 **Section 3.05: Final Fairness and Approval Hearing**

16 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
17 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
18 and determine whether the Court should give it final approval, and (2) consider any objections made
19 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
20 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
21 Proposed Final Order Approving Settlement of Class Action.

22 **Section 3.06: Settlement Payment Procedures**

23 **a. Settlement Amount**

24 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
25 Gross Settlement Amount in the amount of Seven Hundred Sixty-Five Thousand Dollars
26 (\$765,000.00). The Gross Settlement Amount includes all Individual Settlement Amounts to
27 Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs,
28 PAGA Settlement Amount, and the Incentive Award.

1 Assuming there are no objections to the Settlement, thirty (30) calendar days after the date of
2 the Final Order Approving Settlement of Class Action, Defendant shall transfer the Gross Settlement
3 Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF
4 established by the Settlement Administrator either directly or by sending the funds to the Settlement
5 Administer to be deposited and distributed. The Settlement Administrator will use these funds to
6 fund payment of the Individual Settlement Payments to Participating Class Members, Class
7 Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement
8 Administration Costs. If objections are raised to the Settlement, then the preceding funding shall
9 occur within five (5) calendar dates after the Date of Finality.

10 Within ten (10) calendar days after the Gross Settlement Amount is funded in full, the
11 Settlement Administrator will pay the Individual Settlement Payments to Participating Class
12 Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Award, and
13 employer and employee tax withholdings applicable to the Net Settlement Amount allocated to
14 wages. Prior to this distribution, the Settlement Administrator will perform a search based on the
15 National Change of Address Database to update and correct for any known or identifiable address
16 changes.

17 **b. Payment of Attorneys' Fees and Costs**

18 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-five
19 percent (35%) of the Gross Settlement Amount, which, based on the current Gross Settlement
20 Amount, is Two Hundred Sixty-Seven Thousand Seven-Hundred Fifty Dollars (\$267,750.00). Class
21 Counsel shall submit an application for an award of costs not to exceed Twenty-Five Thousand
22 Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
23 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
24 application in these amounts. Class Counsel shall serve Defendant with copies of all documents
25 submitted in support of their application for an award of attorneys' fees and costs.

26 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
27 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
28 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,

1 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
2 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
3 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
4 will be reallocated to the Net Settlement Amount.

5 **c. Payment of Settlement Administration Costs**

6 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
7 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
8 \$12,550.

9 **d. Payment of Incentive Award to Named Plaintiff**

10 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up
11 to Ten Thousand Dollars (\$10,000.00) the request for which Defendant will not object to or oppose.
12 The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute
13 payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent that the
14 Court approves less than the amount of incentive award that Class Counsel requests, the difference
15 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

16 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
17 Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will
18 not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form
19 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
20 authorities as required by law.

21 **e. Payment to the Labor and Workforce Development Agency**

22 In consideration of claims made under PAGA, Class Counsel will request that the Court
23 approve allocation of Twenty-Five Thousand Dollars (\$25,000) of the Gross Settlement Amount to
24 these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
25 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
26 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
27 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
28

1 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the
2 Actions, will not invalidate this Agreement.

3 **f. Payment of Individual Settlement Payments to Participating Class Members**

4 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
5 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
6 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
7 each Class Member. To calculate the minimum amount each Class Member will receive based on
8 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
9 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
10 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
11 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
12 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
13 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
14 individual Qualifying Workweeks worked during the Class Period by each Participating Class
15 Member.

16 Each Individual Settlement Payment will represent wages and penalties allocated using the
17 following formula: 20% allocated to wages; 80% allocated to penalties and interest. The amounts
18 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
19 and all other authorized and required withholdings and shall be reported by W-2 forms. The
20 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
21 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
22 other than the tax withholdings customarily made from employees' wages and shall be reported by
23 IRS 1099 forms.

24 No later than ten (10) calendar days after receiving the Gross Settlement Amount from
25 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
26 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
27 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
28 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of

1 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
2 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
3 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
4 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
5 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
6 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

7 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
9 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
10 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
11 Settlement Administrator is unable to obtain a valid mailing address through this process, the
12 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
13 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

14 **g. Default on Payment.**

15 Defendant's failure to fund the Gross Settlement Amount within thirty (30) calendar days
16 after the deadlines described here shall be considered a default. In the event Defendant fails to timely
17 fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class
18 Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter,
19 Defendant will have seven (7) days to cure the default and tender payment to the Settlement
20 Administrator. In the event Defendant fails to cure the default within the times set forth herein,
21 Named Plaintiffs may elect to enter judgment against Defendant for the balance of the unpaid Gross
22 Settlement Amount to date, and Named Plaintiffs will be entitled to recover interest at ten percent
23 (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

24 **h. Right of Plaintiffs to Adjust the Gross Settlement Amount**

25 Defendant has estimated that there are 929 Class Members as of November 14, 2022. In the
26 event that the total number of Class Members exceeds 929 by more than 10% (*i.e.*, over 1,021 Class
27 Members), the Gross Settlement Amount will increase pro rata per additional class member over
28 1,021, *i.e.*, \$685.60 for each additional Class Member.

1 **i. No Credit Toward Benefit Plans.**

2 The Individual Settlement Payments made to Participating Class Members under this
3 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
4 calculate any additional benefits under any benefit plans to which any Class Members may be
5 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
6 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
7 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
8 Members may be entitled under any benefit plans.

9 **ARTICLE IV**

10 **LIMITATIONS ON USE OF THIS SETTLEMENT**

11 **Section 4.01: No Admission**

12 Defendant disputes the allegations in the Actions and disputes that, but for this Settlement, a
13 Class should not have been certified in the Actions. This Agreement is entered into solely for the
14 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
15 construed as an admission of liability or wrongdoing by Defendant.

16 **Section 4.02: Non-Evidentiary Use**

17 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
18 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
19 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
20 including but not limited to, evidence of a presumption, concession, indication, or admission by any
21 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
22 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
23 proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this
24 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
25 released through this Agreement.

26 **Section 4.03: Nullification**

27 The Parties have agreed to the certification of the Class encompassing all claims alleged in
28 the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason

1 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
2 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
3 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
4 Actions in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
5 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
6 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
7 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
8 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
9 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
10 should be certified by the Court in a non-settlement context in these Actions or any other action, and
11 in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

12 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
13 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

14 **Section 4.04: Publicity**

15 Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any
16 contact with the press, respond to any press inquiry, or have any communication with the press about
17 the Actions and/or the fact, amount, or terms of the Settlement. However, Class Counsel may refer
18 to the settlement amount and the nature of the case without identifying any of the Parties, *i.e.*, Class
19 Counsel can refer to a settlement involving a “health and human services entity.” Before the date of
20 the filing of the motion for preliminary approval of the Settlement, Plaintiffs and Class Counsel will
21 not initiate any contact with Class Members about the Settlement, except that: (a) Class Counsel, if
22 contacted by a Class Member, may respond that a settlement has been reached and that the details
23 will be communicated in a forthcoming Court-approved notice; and (b) Plaintiffs, if contacted by a
24 Settlement Class Member, may respond only that the Class Member should contact Class Counsel.
25 Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek to affirmatively
26 contact the media about the Settlement. If contacted by the media regarding the Settlement, Class
27 Counsel shall state, “It is a fair settlement, and we are pleased the parties were able to resolve this
28 matter.”

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
5 Administrator, Named Plaintiffs and Participating Class Members who do not opt out of the
6 Settlement release the Released Parties of all claims alleged or could have been alleged based on the
7 theories and facts alleged in the operative complaints in the Actions, which arose during the Class
8 Period, including but not limited to (1) Failure to pay minimum wages; (2) Failure to pay overtime
9 wages; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide
10 rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages upon separation of
11 employment; (6) Failure to provide accurate itemized wage statements; (7) Failure to Reimburse
12 Business Expenses; (8) Violation of Business and Professions Code § 17200, *et seq.*; and (9)
13 Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*), for
14 violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
15 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2800, and 2802 (“Released Claims”).

16 **Section 5.02: Released Claims by PAGA Group Members**

17 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
18 Administrator, the State of California and PAGA Group Members release the Released Parties from
19 all claims exhausted in Plaintiffs’ notices sent to the LWDA and alleged in the operative complaints
20 in the Actions, which arose during the PAGA Period, regardless of whether PAGA Group Members
21 opt out of the Class Settlement.

22 **Section 5.03: Named Plaintiffs’ Release of Unknown Claims**

23 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
24 Administrator, Named Plaintiffs waive, release, acquit, and forever discharges the Released Parties
25 from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature
26 arising from Named Plaintiffs’ employment with Defendant, whether known or unknown, which
27 exist or may exist as of the Parties’ execution of this Agreement.

28 Section 1542 of the California Civil Code provides as follows:

1 *“A general release does not extend to claims that the creditor or releasing*
2 *party does not know or suspect to exist in his or her favor at the time of*
3 *executing the release and that, if known by him or her, would have*
4 *materially affected his or her settlement with the debtor or released party.”*

5 Plaintiffs’ general release provided herein is made with an express waiver and relinquishment
6 of any claim, right, or benefit under California Civil Code § 1542.

7 **ARTICLE VI**

8 **MISCELLANEOUS PROVISIONS**

9 **Section 6.01: Amendments or Modification**

10 The terms and provisions of this Agreement may be amended or modified only by an express
11 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
12 and approved by the Court.

13 **Section 6.02: Assignment**

14 None of the rights, commitments, or obligations recognized under this Agreement may be
15 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
16 consent of each other Party and their respective counsel. The representations, warranties, covenants,
17 and agreements contained in this Agreement are for the sole benefit of the Parties under this
18 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

19 **Section 6.03: Governing Law**

20 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
21 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
22 of laws.

23 **Section 6.04: Entire Agreement**

24 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
25 contains the entire understanding of the Parties with respect to the subject matter contained herein.
26 In case of any conflict between text contained in Articles I through VI of this Agreement and text
27 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
28 controlling, unless the Exhibits are changed by or in response to a Court order. There are no

1 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
2 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
3 supersedes all prior agreements and understandings among the Parties with respect to the settlement
4 of the Actions, including correspondence between Class Counsel and Defense Counsel and drafts of
5 prior agreements or proposals.

6 **Section 6.05: Waiver of Compliance**

7 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
8 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
9 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
10 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
11 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
12 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13 **Section 6.06: Counterparts and Fax/PDF Signatures**

14 This Agreement, and any amendments hereto, may be executed in any number of counterparts
15 and any Party and/or their respective counsel may execute any such counterpart, each of which when
16 executed and delivered shall be deemed to be an original. All counterparts taken together shall
17 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
18 signature.

19 **Section 6.07: Meet and Confer Regarding Disputes**

20 Should any dispute arise among the Parties or their respective counsel regarding the
21 implementation or interpretation of this Agreement, a representative of Class Counsel and a
22 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
23 to submitting such disputes to the Court.

24 **Section 6.08: Agreement Binding on Successors**

25 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
26 of each of the Parties.

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is and is consistent with public policy, and fully complies with
10 applicable law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiffs and the Class:*

19 Samuel A. Wong
20 Kashif Haque
21 Jessica L. Campbell
22 Joseph M. Szilagyi
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 Ross E. Shanberg
 Shane C. Stafford
 SHANBERG STAFFORD LLP
 4100 Newport Place Dr. Suite 820
 Newport Beach, California 92660
 Telephone: (949) 205-7515
 Facsimile: (949) 205-7144

1 And

2 *To Defendant:*

3 Alexander M. Chemers
4 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
5 400 South Hope Street, Suite 1200
6 Los Angeles, CA 90071
7 Telephone: 213-239-9800
8 Facsimile: 213-239-9045

9
10 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

11 To the extent consistent with class action procedure, this Agreement shall be enforceable by
12 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
13 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
14 liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the
15 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
16 retain continuing jurisdiction over these Actions and over all Parties and Class Members, to the fullest
17 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
18 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
19 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
20 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
21 fees incurred in connection with any enforcement actions.

22 **Section 6.14: Mutual Full Cooperation**

23 The Parties agree fully to cooperate with each other to accomplish the terms of this
24 Agreement, including but not limited to the execution of such documents, and the taking of such
25 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
26 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
27 terms. In the event the Parties are unable to reach agreement on the form or content of any document
28 needed to implement the Settlement, or on any supplemental provisions that may become necessary
to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 4/21/2023

LUTRICIA RANDOLPH

By:

DocuSigned by:
Lutricia Randolph
AE997F3277F64CE...
Named Plaintiff

Dated: _____

DONALD HOLLINGSWORTH

By: _____

Named Plaintiff

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

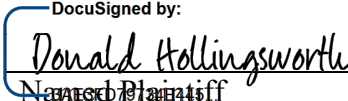
Dated: _____

LUTRICIA RANDOLPH

By: _____
Named Plaintiff

Dated: 4/21/2023

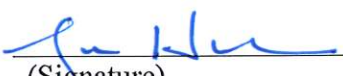
DONALD HOLLINGSWORTH

By:  _____
Named Plaintiff

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Dated: 04/21/2023

WESTCARE CALIFORNIA, INC.

By: 
(Signature)

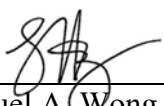
Jim Hanna
(Printed Name)

General Counsel
(Title)

1 **APPROVED AS TO FORM ONLY:**

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3 Dated: April 21, 2023

AEGIS LAW FIRM, PC

5
6 By: 

Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
Attorneys for Named Plaintiff
Donald Hollingsworth

7
8
9
10 Dated: _____

SHANBERG STAFFORD LLP

11
12 By: _____

Ross E. Shanberg
Shane C. Stafford
Attorneys for Named Plaintiff
Lutricia Randolph

13
14
15
16
17
18
19 Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

20 By: _____

Alexander M. Chemers

21
22 Attorneys for Defendant
Westcare California, Inc.

1 **APPROVED AS TO FORM ONLY:**

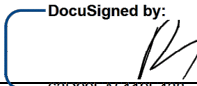
2
3 Dated: _____

AEGIS LAW FIRM, PC

4
5 By: _____
6 Samuel A. Wong
7 Jessica L. Campbell
8 Joseph M. Szilagyi
9 Attorneys for Named Plaintiff
10 Donald Hollingsworth

11 Dated: 4/22/2023 _____

SHANBERG STAFFORD LLP

12 By:  _____
13 Ross E. Shanberg
14 Shane C. Stafford
15 Attorneys for Named Plaintiff
16 Lutricia Randolph

17
18
19 Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

20 By: _____
21 Alexander M. Chemers
22 Attorneys for Defendant
23 Westcare California, Inc.
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1 **APPROVED AS TO FORM ONLY:**

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Dated: _____

AEGIS LAW FIRM, PC

By: _____

Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
Attorneys for Named Plaintiff
Donald Hollingsworth

Dated: _____

SHANBERG STAFFORD LLP

By: _____

Ross E. Shanberg
Shane C. Stafford
Attorneys for Named Plaintiff
Lutricia Randolph

Dated: April 21, 2023

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____

Alexander M. Chemers

Attorneys for Defendant
Westcare California, Inc.

EXHIBIT A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Hollingsworth, et al. v. WestCare California, Inc.
Kern County Superior Court
Case No. BCV-22-100324

If you worked for WestCare California, Inc. as a non-exempt employee in California at any time from March 1, 2019 through March 31, 2023, a settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Donald Hollingsworth, Lutricia Randolph, et al. v. WestCare California, Inc.*, Case No. BCV-22-100324 (Kern County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant WestCare California, Inc. (“WestCare”), which will affect all individuals who worked for WestCare as non-exempt employees in California at any time between March 1, 2019 through March 31, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against WestCare for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue WestCare separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

WestCare's records show that you worked for WestCare in California as a non-exempt employee at some point between March 1, 2019 through March 31, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

2. What is this lawsuit about?

In this Lawsuit, Plaintiffs Donald Hollingsworth and Lutricia Randolph ("Plaintiffs") claim that WestCare: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3) failed to provide meal periods, (4) failed to permit rest periods, (5) failed to reimburse business expenses, (6) failed to provide accurate itemized wage statements, (7) failed to pay wages due upon separation of employment, and (8) Plaintiffs argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiffs to recover civil penalties to be split 75% to the State of California and 25% to certain employees pursuant to PAGA. Plaintiffs also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiffs' allegations as stated in the complaint, which is available at [settlement administrator website](#).

Throughout the litigation, WestCare has denied—and continues to deny—the factual and legal allegations in the case. WestCare does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. WestCare denies any wrongdoing and asserts that its conduct at all times complied with the law. WestCare further denies that it owes the monies claimed in the Lawsuit. However, WestCare has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General" (PAGA) claim where the Plaintiffs are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the

State for civil penalties arising from claims made by Plaintiffs in the Lawsuit during the period of February 8, 2021 through March 31, 2023 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiffs and WestCare agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. WestCare has agreed to pay \$765,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiffs have agreed to release all of their claims in this lawsuit against WestCare.
3. **Class Settlement Payments:** Plaintiffs seek the following deductions from the Gross Settlement Amount:
 - a. Up to thirty-five percent of the Gross Settlement Amount (currently equal to \$267,750.00) for Class Counsels’ attorneys’ fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsels’ litigation costs.
 - c. Incentive awards of up to \$10,000.00 to each Plaintiff (\$20,000.00 total) for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Reimbursement of actual costs of the Settlement Administrator to administer the settlement.
 - e. Payment of \$25,000.00 to the California Labor and Workforce Development Agency and PAGA Group Members for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$[INSERT] remaining, before deducting for taxes, to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

PAGA Settlement Payments. A portion of the Gross Settlement Amount will be set aside for Class Members who worked for WestCare in California at some point between February 8, 2021 through March 31, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro

rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. Settlement Payment checks returned as undeliverable and unclaimed and uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void and a stop payment will be placed on the uncashed check. The funds from any voided checks will be paid to State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Participating Class Member.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Class" includes: All non-exempt employees who worked for WestCare in California at any time between March 1, 2019 through March 31, 2023 (the "Class Period").

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [ADMINISTRATOR], the "Settlement Administrator," at the designated phone number for this matter at (800) XXX-XXXX or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by WestCare, the total number of weeks you worked in California for WestCare as a non-exempt employee during the Class Period is [REDACTED].

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on WestCare's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released WestCare (“Released Parties”) from all claims alleged or could have been alleged based on the theories and facts alleged in the operative complaints in the Action, which arose during the Class Period, including but not limited to (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages upon separation of employment; (6) Failure to provide accurate itemized wage statements; (7) Failure to Reimburse Business Expenses; (8) Violation of Business and Professions Code § 17200, et seq.; and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.), for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, and 2802 (“Released Claims”). All Settlement Class Members shall be bound by the Released Claims, unless they formally opt out.

Additionally, if you worked during the period of February 8, 2021 through March 31, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue WestCare for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed and dated

by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the *Hollingsworth v. WestCare, California, Inc.* action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Samuel A. Wong (swong@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
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WestCare's Lawyers

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OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Los Angeles, CA 90071
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Facsimile: 213-239-9045

The Court has preliminarily decided that Aegis Law Firm, PC and Shanberg Stafford LLP are qualified to represent you and all Class Members. The law firms' attorneys are experienced in handling similar cases against other employers. More information about these law firms, their practice, and their lawyers' experience is available at www.aegislawfirm.com and <https://www.ssfirm.com/>.

14. How will the lawyers be paid?

As part of the Settlement with WestCare, Class Counsel have requested thirty-five percent of the Gross Settlement Amount (currently equal to \$267,750.00) in attorneys' fees, plus costs not to exceed \$25,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsels' fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with WestCare, Class Counsel has requested an enhancement payment of up to \$10,000.00 to be paid to each Plaintiff (\$20,000.00 total) for their efforts in this matter while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[Administrator]

[ADDRESS]

[PHONE NUMBER]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Division J of the Kern County Superior Court for the State of California, located at 1215 Truxtun Avenue, Bakersfield, CA 93301. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after WestCare makes payment to the Settlement Administrator. If there are no objections or appeals, WestCare will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation may be reviewed on the Court's website here <https://www.kern.courts.ca.gov/online-services/case-information-search> by selecting "Non-Criminal Case Search" and by inserting the case number ("BCV-22-100324") in the "Case Search By" search menu.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone

number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[Administrator]
[ADDRESS]
[PHONE NUMBER]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.
ABOUT THIS NOTICE**