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Attorneys for Plaintiffs

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

MARIA JAIMES and VIRGINIA ORDAZ,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons; and SADIE
DIAZBARRIGA, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

INFINITI HEALTH LLC, a California Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV07261

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David S. Cunningham III, Dept. 11]

DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filed concurrently with: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; Declaration of Maria Jaimes; Declaration of Virginia Ordaz; Declaration of Sadie Diazbarriga; Declaration of Alecia Winfield; Declaration of Steven Donnell; and [Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement]

PRELIMINARY APPROVAL HEARING

Date: January 18, 2023

Time: 10:00 a.m.

Dept: 11

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (“Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant provided mobile COVID-19 testing centers for schools, businesses, and communities and had partnerships with various organizations and governmental entities.

3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods and failed to reimburse necessary business-related expenditures. Plaintiffs also allege that Defendant failed to properly provide employees with sick leave pay and COVID-19 paid sick pay among other alleged violations. Based on these allegations, Plaintiffs assert claims against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, failure to produce requested employment records, failure to provide paid sick leave, unfair business practices, and civil penalties under PAGA.

4. On February 28, 2022, Plaintiffs Jaimes and Ordaz filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages

(Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); (8) failure to produce requested employment records (Labor Code §§ 226 and 1198.5); and (9) unfair business practices (Business and Professions Code 17200, *et seq.*). Plaintiffs Jaimes and Ordaz also sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. On November 30, 2022, Plaintiffs Jaimes and Ordaz filed a First Amended Class & Representative Action Complaint, which: (1) added an additional class representative (Plaintiff Diazbarriga); (2) added a claim for civil penalties under the PAGA; and (3) included a claim for an alleged violation of Labor Code Section 248, *et seq.*, for failure to pay and provide California paid sick leave, COVID-19 paid sick leave, and COVID-19 supplemental paid sick leave.

DISCOVERY AND INVESTIGATION

5. Following the filing of the initial Complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sample of timekeeping and pay records for class members. Defendant also provided documents of its wage and hour policies and practices during the class period and information regarding the total number of current and former employees in its informal discovery responses.

6. After reviewing documents regarding Defendant’s wage and hour policies and practices, and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

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13. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in third-party administrator, CPT Group, Inc.

1 14. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
2 this case.

3 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

4 15. Class Counsel has conducted a thorough investigation into the facts of this case.
5 Based on the foregoing discovery and their own independent investigation and evaluation, Class
6 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
7 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
8 of significant delay, the defenses that could be asserted by Defendant both to certification and on
9 the merits, trial risk, and appellate risk.

10 16. Based on an analysis of the facts and legal contentions in this case, documents and
11 information from Defendant, I evaluated Defendant's maximum exposure. I took into account the
12 risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are
13 certified. After using the data Defendant provided, including class member timekeeping and
14 payroll records, as well as class member demographics (i.e., the number of class members,
15 workweeks, and average total compensation of the class), with the assistance of a statistics expert,
16 I created a damages model to evaluate the realistic range of potential recovery for the class. The
17 damages model is based on the following benchmarks:

18 Total Class Members: 2,678
19 Total Workweeks: 56,089
20 Total Shifts Worked by the Class: 214,306
21 PAGA Pay Periods: 31,216
22 PAGA Eligible Employees: 2,678
23 Avg. Hourly Rate: \$23.35

24 17. Based on Plaintiffs' discovery and investigation, Class Counsel reached the
25 conclusion that: Defendant failed to pay class members for all hours worked (including overtime
26 wages); Defendant had a policy and practice of not providing its employees with California
27 compliant meal and rest periods which it did not pay appropriate rest period premiums for;
28 Defendant failed to include non-discretionary remuneration in overtime and meal period premium

1 payments; Defendant failed to properly provide and pay sick leave pay to employees; Defendant
2 failed to properly provide and pay COVID-19 sick pay; Defendant failed to properly provide and
3 pay California sick pay; Defendant required its employees to work “off-the-clock” prior to clocking
4 in for the workday, during meal periods, and after clocking out for the workday which it did not
5 pay for; and Defendant failed to reimburse its employees for business-related expenses. Defendant
6 denied these claims.

7 18. Plaintiffs allege that Defendant failed to include non-discretionary remuneration in
8 employees’ overtime and meal period premium payments. Plaintiff also allege that Defendant
9 failed to properly provide sick leave pay to employees through the class period. My expert
10 analyzed Defendant’s timekeeping and payroll records and found that the combined potential
11 liability for these claims was only \$46,949.49.

12 19. Plaintiffs further allege that Defendant failed to pay for all hours worked, including
13 minimum, straight time, and overtime wages. For purposes of calculating Defendant’s liability
14 based on a best case scenario for Plaintiffs and the Class, I estimate that Defendant’s maximum
15 potential exposure by assuming that all unpaid work time should have been paid at the overtime
16 rate, not minimum or straight time rate, even though my expert found that 67.6% of all shifts
17 worked by class members were over eight hours long, and I assumed that Defendant is liable for
18 one hour of unpaid worktime per workweek. This results in an estimate of \$1,964,517.22 (56,089
19 weeks * \$23.35 average hourly rate * 1.5 overtime rate * 1 hour of unpaid work per workweek),
20 but I discounted this figure by 80% to account for the difficulty of prevailing on a motion for class
21 certification and a trial on the merits, yielding a realistic damage estimate of \$392,903.45.¹

22 20. With respect to the meal period claim, Plaintiffs allege that Defendant required them
23 and similarly situated class members to either work in lieu of taking meal periods, or their meal
24 periods were untimely or shortened. My expert analyzed Defendant’s timekeeping records and
25 opined that approximately 16.5% of all meal breaks had violations of short, missed, or no meal
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27 ¹ An 80% discount for risk at certification and trial is reasonable because the Judicial Council of California
28 found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested
certification motion. See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.

1 periods (24,736 violations). However, my expert also found that Defendant issued approximately
2 26,448 meal period premium payments to class members throughout the class period, thereby
3 yielding a damage estimate of less than \$0.

4 21. With respect to the rest period claim, Plaintiffs allege that Defendant required them
5 and similarly situated class members to work in lieu of taking rest periods. Assuming a 50%
6 violation rate for the class period based on Plaintiffs' and other class members' experience working
7 for Defendant, Defendant's potential liability for the rest period claim is \$2,502,022.55 (214,306
8 shifts * 0.5 * \$23.35); however, I discounted this figure by 90% to account for the difficulty of
9 certifying and proving rest period claims, particularly because rest periods do not have to be
10 recorded, and to account for the possibility of class members voluntarily choosing to forego a rest
11 period, yielding a realistic damage estimate of \$250,202.26.

12 22. Plaintiffs further allege that Defendant failed to reimburse necessary business
13 expenses. Defendant's employees (including Plaintiffs) were required to pay out-of-pocket for
14 necessary employment-related expenses in the form of work attire, personal cell phone use, and
15 personal vehicle use, without reimbursement from Defendant. For purposes of calculating
16 Defendant's liability based on a best case scenario for Plaintiffs and the Class, I estimated that
17 Defendant was liable to each class member for \$500 in unreimbursed expenses, for a total amount
18 of \$1,339,000 (\$500 * 2,678 class members); however, I discounted this figure by 80% to account
19 for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic
20 damage estimate of \$267,800.

21 23. In sum, I estimated that Plaintiff's maximum recovery for the non-penalty claims is
22 \$5,855,489.26, but, after factoring in the risk and uncertainty of prevailing at certification and trial,
23 and the fact that Defendant began ramping down its operations in mid-2022, I estimate that
24 Plaintiffs' realistic estimated recovery for the non-penalty claims is \$957,855.20.

25 24. With respect to Plaintiffs' derivative claims for statutory and civil penalties,
26 Plaintiffs estimated that Defendant's realistic potential liability is \$1,000,000.00. While
27 Defendant's maximum potential liability for waiting time penalties is \$5,431,605 based on
28 approximately 900 terminated class members during the 3-year statute, \$4,764,550 for inaccurate

1 wage statements based on approximately 2,678 class members who worked 31,216 pay periods
2 within the 1-year statute, and \$3,121,600 for PAGA violations based on the Court assessing a \$100
3 penalty for initial violations for all 31,216 pay periods within the 1-year statute, I believe that it
4 would be unrealistic to expect the Court to award the full \$13,317,755.00 in penalties given
5 Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of
6 penalties. Considering that the underlying claims are realistically estimated to be \$957,855.20,
7 such a disproportionate award would also raise due process concerns. Weighing these factors and
8 applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at
9 \$1,000,000.00 for statutory and civil penalties.

10 25. Using these estimated figures, Plaintiffs predicted that the realistic maximum
11 recovery for all claims, including penalties, would be \$1,957,855.20. This means that the
12 \$1,100,000.00 settlement figure represents 56.2% of the realistic maximum recovery
13 ($\$1,100,000.00 / \$1,957,855.20 = 56.2\%$). Considering the risk and uncertainty of prevailing at
14 class certification and at trial, this is an excellent result for the Class.² Indeed, because of the
15 proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk
16 of an unfavorable judgment.

17 26. While Plaintiffs are confident in the merits of their claims, a legitimate controversy
18 exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due
19 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

20 27. This Settlement avoids the risks and the accompanying expense of further litigation.
21 Although the Parties had engaged in a significant amount of investigation, informal discovery and
22 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiffs
23 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
24 certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a

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26 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at *8 (granting
27 preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of Plaintiffs'
28 maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10 (finding that
"a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over 9% of the maximum potential recovery asserted by either party.").

1 disputed class certification ruling for Plaintiffs and/or adverse summary judgment ruling. Had the
2 Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties
3 would incur considerably more attorneys' fees and costs through trial.

4 28. The Net Settlement Amount available for Class Member settlement payments is
5 estimated to be \$610,870, for a class of approximately 2,678 persons.³ As a result, each Settlement
6 Class Member is eligible to receive an average net benefit of approximately \$228.11.

7 29. The proposed Settlement of \$1,100,000.00, therefore, represents a substantial
8 recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks
9 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
10 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
11 settlement amount of \$1,100,000.00 is within the "ballpark" of reasonableness, and preliminary
12 settlement approval is appropriate.

13 ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

14 30. Class Counsel represent that Plaintiffs devoted a great deal of time and work
15 assisting counsel in the case, communicated with counsel very frequently for litigation and to
16 prepare for mediation, and were frequently in contact with Class Counsel during the mediation.
17 Plaintiffs' requested enhancement awards is reasonable particularly in light of the substantial
18 benefits Plaintiffs generated for all class members.

19 31. Throughout this Litigation, Plaintiffs, who are former employees of Defendant, have
20 cooperated immensely with my office and have taken many actions to protect the interests of the
21 class. Plaintiffs provided valuable information regarding the claims at issue. Plaintiffs also
22 informed my office of developments and information relevant to this action, participated in
23 decisions concerning this action, and made themselves available to answer questions during the
24 mediation. Plaintiffs provided my office with documents and information regarding the claims
25 alleged in this action. The information and documentation provided by Plaintiffs were instrumental
26 in establishing the alleged wage and hour violations alleged in this action, and the recovery

27 ³ The Net Settlement Amount is: \$1,100,000.00 minus \$366,630.00 for Class Counsel's attorneys' fees,
28 minus \$25,000.00 for Class Counsel's litigation expenses, minus \$20,000.00 in administration costs, minus
\$50,000.00 for the PAGA payment, and minus \$27,500.00 for the class representatives' service awards to Plaintiffs.

provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

32. At the same time, Plaintiffs faced many risks in adding themselves as the class representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this Settlement, Plaintiffs are executing a general release of all claims against Defendant.

33. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

34. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this Litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the class members. The requested enhancement awards for Plaintiffs for their service as the class representatives and for their general release of all individual claims is a relatively small amount of money when the time and effort put into the Litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive awards is therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00 class representative incentive award for each named Plaintiffs.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

35. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (33.33%) of the Settlement Amount, for a maximum fees award of \$366,630.00,

1 plus actual costs and expenses not to exceed \$25,000.00. The proposed award of attorneys' fees
2 to Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
3 Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the
4 percentage method as many of the entries in the time records will have to be redacted to preserve
5 attorney-client and attorney work product privileges.

6 36. I am informed and believe that the fee and costs provision is reasonable. The fee
7 percentage requested is less than that charged by my office for most employment cases. My office
8 invested significant time and resources into the case, with payment deferred to the end of the case,
9 and then, of course, contingent on the outcome.

10 37. It is further estimated that my office will need to expend at least another 50 to 100
11 hours to monitor the process leading up to the final approval and payments made to the class. My
12 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

13 38. The risk to my office has been very significant, particularly if we would not be
14 successful in pursuing this class action. In that case, we would have been left with no compensation
15 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases
16 that have resulted in thousands of attorney hours being expended and ultimately having
17 certification denied or the defendant company going bankrupt. The contingent risk in these types
18 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
19 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

20 39. Because most individuals cannot afford to pay for representation in litigation on an
21 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
22 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
23 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
24 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
25 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
26 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
27 that we recover more than our regular hourly rate when we win if we are to remain in practice so
28 as to be able to continue representing other individuals in civil rights employment disputes.

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41. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

42. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

43. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

44. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a “Southern California Rising Star,” and in 2022, I was selected as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America” in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40” attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

45. I am on the California Employment Lawyers Association (“CELA”)’s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively mentored young attorneys through CELA’s mentorship program.

1 46. I am also a past member of the Consumer Attorneys of California (“CAOC”). In
2 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
3 CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm
4 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
5 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
6 Labor Code § 226.

7 47. As the attorney responsible for day-to-day management of this matter at the
8 Wilshire Law Firm, PLC, I have over thirteen years of experience with litigating wage and hour
9 class actions. Over the last thirteen years, I have managed and assisted with the litigation and
10 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
11 as those performed in the course of prosecuting this action. My litigation experience includes:

- 12 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
13 million in gross recovery to class members for each year since 2020, including over
14 \$30 million in 2022.
- 15 b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*
16 *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a
17 data breach class action holding that consumer plaintiffs adequately alleged injury
18 in fact under the benefit of the bargain theory and monitoring-costs theory.
- 19 c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
20 in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6
21 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and four additional
22 cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- 23 d. To my knowledge, I am the only attorney to appear on each of the following Top
24 Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
25 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 26 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
27 winning class certification on behalf of hundreds of thousands of consumers for
28 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.

C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

- f. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court’s order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018)). The decision certifying the class in *Frausto* is also discussed in Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed. 3d Art. 8.
- g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)⁴ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.
- h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under the PAGA cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises

⁴ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

such as Wright & Miller’s Federal Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.⁵ Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

- i. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (Id. at p. *10.)
- j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court also ordered defendant to pay for the cost of *Belaire-West* notice.
- k. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General’s Office.
- l. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

⁵ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

1 i. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an
2 unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting
3 plaintiff's motion to strike defendant's affirmative defenses based on
4 *Twombly/Iqbal*).

5 ii. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting
6 conditional collective certification).

7 iii. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
8 magistrate judge's discovery ruling which held that "evidence of other
9 sources of income is irrelevant to the question of whether a plaintiff is an
10 employee within the meaning of the FLSA").

11 iv. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad
12 discovery because "an FLSA plaintiff is entitled to discovery from locations
13 where he never worked if he can provide some evidence to indicate
14 company-wide violations").

15 m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification
16 for over 60,000 class members for off-the-clock claims, *Linares v. Securitas*
17 *Security Services USA, Inc.*, Los Angeles Superior Court, Case No. BC416555. We
18 also successfully opposed subsequent appeals to the California Court of Appeal and
19 California Supreme Court.

20 48. My current contingent billing rate of \$850.00 per hour is consistent with my practice
21 area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received,
22 legal market and accepted hourly rates:

23 a. In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town
24 Anymore," NATIONAL LAW JOURNAL, the following hourly billing rates were
25 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
26 wage-and-hour class actions that I opposed when litigating wage-and-hour class
27 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
28 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,

8th Year - \$455. I am a 14th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including ABM Industries Overtime Cases, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

- b. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).
- c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.
- d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No. 19STCV32396.

49. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

///

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

3 Executed on January 6, 2023, at Los Angeles, California.

4
5 
6 Justin F. Marquez

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (collectively, “Plaintiffs”) and Defendant Infiniti Health, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Maria Jaimes, et al. v. Infiniti Health, LLC*, Los Angeles County Superior Court Case No. 22STCV07261, initiated on February 28, 2022, amended on November 30, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means individuals who were employed by Defendant on an hourly non-exempt basis from March 4, 2021, until the date of preliminary approval.
- 1.5. “Class” means individuals who were employed by Defendant on an hourly non-exempt basis from September 3, 2017, until the date of preliminary approval.
- 1.6. “Class Counsel” means Justin Marquez, Benjamin Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 3, 2017, to the date of preliminary approval.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representatives’ Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant Infiniti Health, LLC.
- 1.17. “Defense Counsel” means Alecia W. Winfield and Krystal Saleh of Littler Mendelson, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the

1 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
2 following occurrences: (a) if no Participating Class Member objects to the
3 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
4 Members objects to the Settlement, the day after the deadline for filing a notice of
5 appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
6 after the appellate court affirms the Judgment and issues a remittitur.

7 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
9 Approval of the Settlement.

10 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
11 Approval of the Settlement.

12 1.22. "Gross Settlement Amount" means One Million One Hundred Thousand Dollars
13 (\$1,100,000.00), which is the total amount Defendant agrees to pay under the
14 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount
15 will be used to pay Individual Class Payments, Individual PAGA Payments (as
16 defined in paragraph 1.34), the LWDA PAGA Payment, Class Counsel Fees, Class
17 Counsel Expenses, Class Representatives' Service Payments, and the Administrator's
18 Expenses.

19 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of
20 the Net Settlement Amount calculated according to the number of Workweeks
21 worked during the Class Period.

22 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
23 of the PAGA Penalties calculated according to the number of Workweeks worked
24 during the PAGA Period.

25 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).
28

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives’ Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from March 4, 2021, to the date of preliminary approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Jaimes and Plaintiff Ordaz’s March 4, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Infiniti Health, LLC, and any of their present, former, and future direct or indirect parent companies, present owners, former owners, future owners, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future shareholders, officers, directors, members, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant or any of them.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

1. On or about February 28, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a class action

complaint in the Superior Court of California for the County of Los Angeles, Case No. 22STCV07261, on behalf of all current and former hourly-paid and non-exempt employees of Infiniti Health, LLC and Does 1 through 10 in California. On May 26, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a representative action seeking civil penalties pursuant to the PAGA in the Superior Court of California for the County of Los Angeles, Case No. 22VECV00713. On November 30, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a First Amended Class & Representative Action Complaint, which: 1) added an additional class representative (Plaintiff Sadie Diazbarriga); 2) added the cause of action alleged in the separately-filed PAGA Action; and 3) included a claim for an alleged violation of Labor Code Section 248, *et seq.*, for failure to pay and provide California paid sick leave, COVID-19 paid sick leave, and COVID-19 supplemental paid sick leave (the “Operative Complaint”). Defendant denies the allegations in the complaint, denies any failure to comply with the laws identified in in the complaints and denies any and all liability for the causes of action alleged.

- 2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Jaimes and Plaintiff Ordaz gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.2. On July 12, 2022, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs’ personnel files, employee handbooks and policies, an aggrieved employee and class member list, as well as class member and aggrieved employee time and pay data. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4. The Court has not granted class certification.
- 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
3 Defendant promises to pay One Million One Hundred Thousand Dollars
4 (\$1,100,000.00), and no more as the Gross Settlement Amount and to separately pay
5 any and all employer payroll taxes owed on the Wage Portions of the Individual Class
6 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
7 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
8 Administrator will disburse the entire Gross Settlement Amount without asking or
9 requiring Participating Class Members or Aggrieved Employees to submit any claim
10 as a condition of payment. None of the Gross Settlement Amount will revert to
11 Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
13 deduct the following payments from the Gross Settlement Amount, in the amounts
14 specified by the Court in the Final Approval:

15 3.2.1. To Plaintiffs: Class Representative Service Payments of not more than Ten
16 Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiff Jaimes and
17 Plaintiff Ordaz, and a Class Representative Service Payment of not more than
18 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Class
19 Plaintiff Barriga (in addition to any Individual Class Payment [and any
20 Individual PAGA Payment] the Class Representatives are entitled to receive
21 as Participating Class Members). Defendant will not oppose Plaintiffs'
22 request for the Class Representatives' Service Payments that do not exceed
23 these amounts. As part of the motion for Class Counsel Fees Payment and
24 Class Litigation Expenses Payment, Plaintiffs will seek Court approval for
25 any Service Payments no later than 16 court days prior to the Final Approval
26 Hearing. If the Court approves a Class Representative Service Payment less
27 than the amounts requested, the Administrator will retain the remainder in the
28 Net Settlement Amount. The Administrator will pay the Class

Representatives' Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payments.

3.2.2. To Class Counsel: Class Counsel shall seek and Defendant will not oppose attorneys' fees not to exceed thirty-three point thirty three percent (33.33%) of the Gross Settlement Amount, plus reasonable costs/expenses not to exceed Twenty-Five Thousand Dollars (\$25,000), subject to approval by the Court. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Costs Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment

calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten Percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Ninety Percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of

PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,678 Class Members who collectively worked a total of 56,089 Workweeks through May 20, 2022, and 2,678 Aggrieved Employees who worked a total 31,216 PAGA Pay Periods through May 20, 2022.
- 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's
3 share of payroll taxes by transmitting the funds to the Administrator no later than
4 thirty (30) days after the Effective Date.
- 5 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after
6 Defendant funds the Gross Settlement Amount, the Administrator will mail checks
7 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
8 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment, and the Class Representatives'
10 Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
11 Counsel Litigation Expenses Payment and the Class Representatives' Service
12 Payments shall not precede disbursement of Individual Class Payments and
13 Individual PAGA Payments.
- 14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First
16 Class U.S. Mail, postage prepaid. The face of each check shall prominently
17 state the date (not less than 180 days after the date of mailing) when the check
18 will be voided. The Administrator will cancel all checks not cashed by the
19 void date. The Administrator will send checks for Individual Settlement
20 Payments to all Participating Class Members (including those for whom Class
21 Notice was returned undelivered). The Administrator will send checks for
22 Individual PAGA Payments to all Aggrieved Employees including Non-
23 Participating Class Members who qualify as Aggrieved Employees (including
24 those for whom Class Notice was returned undelivered). The Administrator
25 may send Participating Class Members a single check combining the
26 Individual Class Payment and the Individual PAGA Payment. Before mailing
27 any checks, the Settlement Administrator must update the recipients' mailing
28 addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS
3 forwarding address. Within seven (7) days of receiving a returned check the
4 Administrator must re-mail checks to the USPS forwarding address provided
5 or to an address ascertained through the Class Member Address Search. The
6 Administrator need not take further steps to deliver checks to Class Members
7 whose re-mailed checks are returned as undelivered. The Administrator shall
8 promptly send a replacement check to any Class Member whose original
9 check was lost or misplaced, requested by the Class Member prior to the void
10 date.

11 4.4.3. For any Class Member whose Individual Class Payment check or Individual
12 PAGA Payment check is uncashed and cancelled after the void date, the
13 Administrator shall transmit the uncashed checks to the State of California's
14 State Controller Unclaimed Property Fund, in the name of the individuals
15 whose checks are cancelled, in the appropriate amounts for each such
16 individual. Settlement Class Members whose Individual Settlement Payment
17 checks are uncashed shall, nevertheless, be bound to the Class Settlement, and
18 PAGA Employees whose Individual PAGA Payment checks are uncashed
19 shall, nevertheless, be bound to the PAGA Settlement.

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
21 shall not obligate Defendant to confer any additional benefits or make any
22 additional payments to Class Members (such as 401(k) contributions or
23 bonuses) beyond those specified in this Agreement.

24 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
25 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
26 the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release
27 claims against all Released Parties as follows:
28

1 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from all claims, transactions, or
4 occurrences that occurred during the Class Period, including, but not limited to: (a)
5 all claims that were, or reasonably could have been, alleged, based on the facts
6 contained, in the Operative Complaint; and (b) all PAGA claims that were, or
7 reasonably could have been, alleged based on facts contained in the Operative
8 Complaint, Plaintiff Jaimes and Plaintiff Ordaz's PAGA Notice, or ascertained during
9 the Action and released under 5.2, below ("Plaintiffs' Release"). Plaintiffs' Release
10 does not extend to any claims or actions to enforce this Agreement, or to any claims
11 for vested benefits, unemployment benefits, disability benefits, social security
12 benefits, workers' compensation benefits that arose at any time, or based on
13 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
14 discover facts or law different from, or in addition to, the facts or law that Plaintiffs
15 now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall
16 be and remain effective in all respects, notwithstanding such different or additional
17 facts or Plaintiffs' discovery of them.

18 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil
21 Code, which reads:

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

26 5.2. Release by Class Members: Each Class Member, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, who does not opt out of the Settlement shall be deemed to

1 release the Released Parties from any and all claims, known or unknown that: were
2 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
3 letters to the LWDA (including any subsequently amended complaints or letters);
4 and/or any and all claims, known or unknown, that were asserted based on any or all
5 the factual allegations in all of the complaints in the Action and/or any of Plaintiffs'
6 letters to the LWDA (including any subsequently amended complaints or letters).
7 This includes but is not limited to claims for or related to: pay for all hours
8 worked/compensation due for services; failure to pay minimum wages; failure to pay
9 overtime wages; off-the-clock work; calculation of the regular rate of pay for meal
10 and rest period premium payments, meal periods; rest periods; wage statements;
11 payment of wages at termination; maintain and provide accurate and complete
12 records; failure to reimburse for necessary business expenses; sick pay; COVID-19
13 paid sick; California paid sick; training pay; bonus pay, unfair competition related to
14 any or all of the foregoing; any unpaid wages or compensation related to any or all of
15 the foregoing, which are based on the facts alleged in the Action; restitution related to
16 any or all of the foregoing which are based on the facts alleged in the Action; and any
17 penalties, including statutory or civil penalties, related to any or all of the foregoing.
18 This release includes any and all claims pursuant to: California Labor Code sections
19 §§ 200, et seq., 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2,
20 1197, 1198, 1198.5 and 2802; the Fair Labor Standards Act; the California Business
21 & Professions Code § 17200; and the California Industrial Welfare Commission
22 Wage Orders 7-01. The release shall run through the date the court grants preliminary
23 approval of the settlement.

24 5.3. Release by Aggrieved Employees: Each PAGA Representative Action Member, on
25 behalf of themselves and their respective former and present representatives, agents,
26 attorneys, heirs, administrators, successors, and assigns, irrespective of whether he or
27 she opts out of the Settlement, shall be deemed to release the Released Parties from
28 all any and all claims, known or unknown, for civil penalties under California Labor

Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that were asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 226, 226.7, 248, *et. seq.*, 510, 512, 1194, 1194.2, 1197, 1198, 1198.5 and 2802; pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payments, meal periods; rest periods; wage statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick; California paid sick; training pay; bonus pay; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action. The release shall run through the date the court grants preliminary approval of the settlement.

- 5.4. Upon Preliminary Approval of this Settlement, all Class Members who do not opt out of the Settlement shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings regarding any of the Released Claims identified herein. Any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members have had an opportunity to decide to participate, object or submit an Exclusion Form in relation to this Settlement. In addition, upon Preliminary Approval of this

Settlement, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the DLSE or DOL, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the PAGA Released Claims released via this Settlement.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)],

Operative Complaint [Labor Code section 2699, subd. (1)(1)], this Agreement [Labor Code section 2699, subd. (1)(2)]; (vi) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all

1 duties specified in this Agreement in exchange for payment of Administration
2 Expenses. The Parties and their Counsel represent that they have no interest or
3 relationship, financial or otherwise, with the Administrator other than a professional
4 relationship arising out of prior experiences administering settlements.

5 7.2. Employer Identification Number. The Administrator shall have and use its own
6 Employer Identification Number for purposes of calculating payroll tax withholdings
7 and providing reports state and federal tax authorities.

8 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
9 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
10 Regulation section 468B-1.

11 7.4. Notice to Class Members.

12 7.4.1. No later than three (3) business days after receipt of the Class Data, the
13 Administrator shall notify Class Counsel that the list has been received and
14 state the number of Class Members, PAGA Members, Workweeks, and Pay
15 Periods in the Class Data.

16 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
17 days after receiving the Class Data, the Administrator will send to all Class
18 Members identified in the Class Data, via first-class United States Postal
19 Service (“USPS”) mail, the Class Notice (with Spanish translation),
20 substantially in the form attached to this Agreement as Exhibit A. The first
21 page of the Class Notice shall prominently estimate the dollar amounts of any
22 Individual Class Payment and/or Individual PAGA Payment payable to the
23 Class Member, and the number of Workweeks and PAGA Pay Periods (if
24 applicable) used to calculate these amounts. Before mailing Class Notices,
25 the Administrator shall update Class Member addresses using the National
26 Change of Address database.

27 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class
28 Notice returned by the USPS as undelivered, the Administrator shall re-mail

1 the Class Notice using any forwarding address provided by the USPS. If the
2 USPS does not provide a forwarding address, the Administrator shall conduct
3 a Class Member Address Search, and re-mail the Class Notice to the most
4 current address obtained. The Administrator has no obligation to make further
5 attempts to locate or send Class Notice to Class Members whose Class Notice
6 is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Members' written objections, Challenges to
8 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
9 an additional 14 days beyond the 60 days otherwise provided in the Class
10 Notice for all Class Members whose notice is re-mailed. The Administrator
11 will inform the Class Member of the extended deadline with the re-mailed
12 Class Notice.

13 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the
15 Class Data and should have received Class Notice, the Parties will
16 expeditiously meet and confer in person or by telephone, and in good faith, in
17 an effort to agree on whether to include them as Class Members. If the Parties
18 agree, such persons will be Class Members entitled to the same rights as other
19 Class Members, and the Administrator will send, via email or overnight
20 delivery, a Class Notice requiring them to exercise options under this
21 Agreement not later than 14 days after receipt of Class Notice, or the deadline
22 dates in the Class Notice, which ever are later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
25 Settlement must send the Administrator, by fax, email, or mail, a signed
26 written Request for Exclusion not later than 60 days after the Administrator
27 mails the Class Notice (plus an additional 14 days for Class Members whose
28 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class

1 Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class
3 Member's name, address and email address or telephone number. To be
4 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked
5 by the Response Deadline.

6 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
7 it fails to contain all the information specified in the Class Notice. The
8 Administrator shall accept any Request for Exclusion as valid if the
9 Administrator can reasonably ascertain the identity of the person as a Class
10 Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to
12 challenge. If the Administrator has reason to question the authenticity of a
13 Request for Exclusion, the Administrator may demand additional proof of the
14 Class Member's identity. The Administrator's determination of authenticity
15 shall be final and not appealable or otherwise susceptible to challenge.

16 7.5.3. Every Class Member who does not submit a timely and valid Request for
17 Exclusion is deemed to be a Participating Class Member under this
18 Agreement, entitled to all benefits and bound by all terms and conditions of
19 the Settlement, including the Participating Class Members' Releases under
20 Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
21 Participating Class Member actually receives the Class Notice or objects to
22 the Settlement.

23 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
24 a Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the
26 Settlement. Because future PAGA claims are subject to claim preclusion
27 upon entry of the Judgment, Non-Participating Class Members who are
28 Aggrieved Employees are deemed to release the claims identified in

Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

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

(plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

1 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
2 reports to Class Counsel and Defense Counsel that, among other things, tally
3 the number of: Class Notices mailed or re-mailed, Class Notices returned
4 undelivered, Requests for Exclusion (whether valid or invalid) received,
5 objections received, challenges to Workweeks and/or Pay Periods received
6 and/or resolved, and checks mailed for Individual Class Payments and
7 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
8 include provide the Administrator’s assessment of the validity of Requests for
9 Exclusion and attach copies of all Requests for Exclusion and objections
10 received.

11 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
12 authority to address and make final decisions consistent with the terms of this
13 Agreement on all Class Member challenges over the calculation of
14 Workweeks and/or Pay Periods. The Administrator’s decision shall be final
15 and not appealable or otherwise susceptible to challenge.

16 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
17 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
18 the Administrator will provide to Class Counsel and Defense Counsel, a
19 signed declaration suitable for filing in Court attesting to its due diligence and
20 compliance with all of its obligations under this Agreement, including, but not
21 limited to, its mailing of Class Notice, the Class Notices returned as
22 undelivered, the re-mailing of Class Notices, attempts to locate Class
23 Members, the total number of Requests for Exclusion from Settlement it
24 received (both valid or invalid), the number of written objections and attach
25 the Exclusion List. The Administrator will supplement its declaration as
26 needed or requested by the Parties and/or the Court. Class Counsel is
27 responsible for filing the Administrator’s declaration(s) in Court.
28

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of May 20, 2022, (1) there are 2,678 Class Members and 56,089 Total Workweeks through May 20, 2022, and (2) there were 2,678 Aggrieved Employees who worked 31,216 Pay Periods through May 20, 2022. If it is determined that the actual Total Workweeks through May 20, 2022 exceeds 56,089 by more than ten percent (10%), then Defendant shall have the option of either (a) closing the release period on the date the Class Members reach the ten percent (10%) threshold, or (b) increasing the Gross Settlement Amount on a proportional basis by the same number of percentage points above ten percent (10%) (i.e., a twelve percent (12%) difference shall require an additional 2% increase of the Gross Settlement Amount).

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten (10) percent of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the

1 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
2 effect.

3 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
4 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
5 Settlement that includes a request for approval of the PAGA settlement under Labor Code
6 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
7 (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these
8 documents to Defense Counsel not later than seven days prior to filing the Motion for Final
9 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
10 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for
11 Final Approval.

12 10.1. Response to Objections. Each Party retains the right to respond to any objection
13 raised by a Participating Class Member, including the right to file responsive
14 documents in Court no later than five court days prior to the Final Approval Hearing,
15 or as otherwise ordered or accepted by the Court.

16 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
17 Approval on any material change to the Settlement (including, but not limited to, the
18 scope of release to be granted by Class Members), the Parties will expeditiously work
19 together in good faith to address the Court’s concerns by revising the Agreement as
20 necessary to obtain Final Approval. The Court’s decision to award less than the
21 amounts requested for the Class Representatives’ Service Payments, Class Counsel
22 Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator
23 Expenses Payment shall not constitute a material modification to the Agreement
24 within the meaning of this paragraph.

25 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
26 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
27 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
28

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

3 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment
5 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,
6 the Parties, their respective counsel, and all Participating Class Members who did not
7 object to the Settlement as provided in this Agreement, waive all rights to appeal
8 from the Judgment, including all rights to post-judgment and appellate proceedings,
9 the right to file motions to vacate judgment, motions for new trial, extraordinary
10 writs, and appeals. The waiver of appeal does not include any waiver of the right to
11 oppose such motions, writs or appeals. If an objector appeals the Judgment, the
12 Parties' obligations to perform under this Agreement will be suspended until such
13 time as the appeal is finally resolved and the Judgment becomes final, except as to
14 matters that do not affect the amount of the Net Settlement Amount.

15 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
17 a material modification of this Agreement (including, but not limited to, the scope of
18 release to be granted by Class Members), this Agreement shall be null and void. The
19 Parties shall nevertheless expeditiously work together in good faith to address the
20 appellate court's concerns and to obtain Final Approval and entry of Judgment,
21 sharing, on a 50-50 basis, any additional Administration Expenses reasonably
22 incurred after remittitur. An appellate decision to vacate, reverse, or modify the
23 Court's award of the Class Representatives' Service Payments or any payments to
24 Class Counsel shall not constitute a material modification of the Judgment within the
25 meaning of this paragraph, as long as the Gross Settlement Amount remains
26 unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel, agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report

1 income to appropriate taxing authorities; (4) in response to a court order or subpoena;
2 or (5) in response to an inquiry or subpoena issued by a state or federal government
3 agency. Each Party agrees to immediately notify each other Party of any judicial or
4 agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class
5 Counsel agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with
7 third party regarding this Agreement or the matters giving rise to this Agreement
8 except to respond only that “the matter was resolved,” or words to that effect. This
9 paragraph does not restrict Class Counsel’s communications with Class Members in
10 accordance with Class Counsel’s ethical obligations owed to Class Members.

11 12.3. Confidentiality After Preliminary Approval. Neither Plaintiffs nor Class Counsel shall
12 issue a press release, hold a press conference, publish information about the
13 settlement on any website or social media, respond to any press inquiries, or
14 otherwise publicize the settlement.

15 12.4. No Solicitation. The Parties separately agree that they and their respective counsel
16 and employees will not solicit any Class Member to opt out of or object to the
17 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
18 construed to restrict Class Counsel’s ability to communicate with Class Members in
19 accordance with Class Counsel’s ethical obligations owed to Class Members.

20 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement
22 between the Parties relating to the Settlement, superseding any and all oral
23 representations, warranties, covenants, or inducements made to or by any Party.

24 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
28

required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly

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

To Plaintiffs and Settlement Class Counsel:

Justin Marquez
Benjamin Haber
Arrash T. Fattahi
Wilshire Law Firm, PLC
Los Angeles, CA 90010
Telephone: (213) 381 9988, Ext. 217
Fax: (213) 381-9989
Emails: justin@wilshirelawfirm.com;
benjamin@wilshirelawfirm.com;
afattahi@wilshirelawfirm.com

To Defendant and Defendant's Counsel:

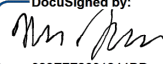
Alecia W. Winfield
Krystal Saleh
LITTLER MENDELSON, P.C.
2049 Century Park East, 6th Floor
Los Angeles, CA 90067
Telephone: 310-553-0308
E-mails: awinfield@littler.com; ksaleh@littler.com

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

1
2 Dated: 1/5/2023, 2023

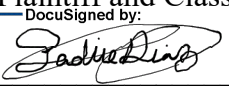
DocuSigned by:

039E7F2001344DD...
Maria Jaimes
Plaintiff and Class Representative

4 Dated: 1/5/2023, 2023

DocuSigned by:

3C3B4F97B54D43D...
Virginia Ordaz
Plaintiff and Class Representative

7 Dated: 1/5/2023, 2023

DocuSigned by:

064123501B734B8...
Sadie Diazbarriga
Plaintiff and Class Representative

10 Dated: _____, 2023

Avery Williams
Co-Chief Executive Officer
Defendant Infiniti Health, LLC

13 Dated: _____, 2023

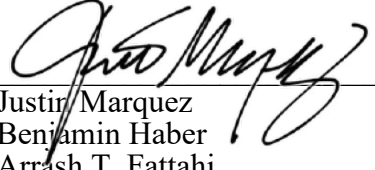
Frank Zeledon
Co-Chief Executive Officer
Defendant Infiniti Health, LLC

16 Dated: _____, 2023

Steve Donell
Court Appointed Provisional Manager
Defendant Infiniti Health, LLC

19
20 **APPROVED AS TO FORM AND CONTENT:**

21 Dated: January 5, 2023


Justin Marquez
Benjamin Haber
Arrash T. Fattahi
Counsel for Plaintiffs and the Putative Class

25 Dated: _____, 2023

Alecia W. Winfield
Krystal Saleh
Counsel for Defendant Infiniti Health, LLC

28 4865-7385-0180.1 / 115795-1003

1
2 Dated: _____, 2023

3 _____
4 Maria Jaimes
5 Plaintiff and Class Representative

6 Dated: _____, 2023

7 _____
8 Virginia Ordaz
9 Plaintiff and Class Representative

10 Dated: _____, 2023

11 _____
12 Sadie Diazbarriga
13 Plaintiff and Class Representative

14 Dated: Jan 6, 2023
15 _____, 2023

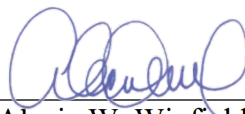
16 
17 Francisco Zeledon (Jan 6, 2023 10:50 PST)
18 Frank Zeledon
19 Co-Chief Executive Officer
20 Defendant Infiniti Health, LLC

21 **APPROVED AS TO FORM AND CONTENT:**

22 Dated: _____, 2023

23 _____
24 Justin Marquez
25 Benjamin Haber
26 Arrash T. Fattahi
27 Counsel for Plaintiffs and the Putative Class

28 Dated: January 6, 2023, 2023

29 
30 _____
31 Alecia W. Winfield
32 Krystal Saleh
33 Counsel for Defendant Infiniti Health, LLC

34 4865-7385-0180.1 / 115795-1003

Exhibit A

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

Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case No.
22STCV07261

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Infiniti Health, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former Infiniti Health, LLC employees Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (“Plaintiffs”) and seeks payment for failure to pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payments, meal periods; rest periods; wage statements; payment of wages at termination; failure to maintain and provide accurate and complete records including wage statements; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; and penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly-paid employees who worked for Defendant in California during the PAGA Period (March 4, 2021, to the date of preliminary approval) (“Aggrieved Employees”).

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

Based on Defendant's records, and the Parties' current assumptions, your **Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement

1 because you didn't work during the PAGA Period.)

2 The above estimates are based on Defendant's records showing that **you worked**
3 **workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If
4 you believe that you worked more workweeks during either period, you can submit a challenge by the
5 deadline date. See Section 4 of this Notice.

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

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

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As
18 a Participating Class Member, though, you will give up your right to assert Class Period
19 wage claims and PAGA Period penalty claims against Defendant.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
21 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
22 Administrator in writing. If you opt-out of the Settlement, you will not receive an
23 Individual Class Payment. You will, however, preserve your right to personally pursue
24 Class Period wage claims against Defendant, and, if you are an Aggrieved Employee,
25 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA
26 portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in	The Court's Final Approval Hearing is scheduled to take place on

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to: pay for all hours worked/compensation due for services; pay minimum wages; pay overtime wages; pay for off-the-clock work; inaccurate calculation of the regular rate of pay for meal and rest period premium payments; provide meal periods; provide rest periods; inaccurate wage statements; pay wages at termination; maintain and provide accurate and complete records including wage statements; reimburse for necessary business expenses; pay sick pay; pay COVID-19 paid sick leave; pay California paid sick leave; pay training pay; pay bonus pay; and that Defendant engaged in unfair competition. Based on the same claims, Plaintiffs Jaimes and Plaintiff Ordaz have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by attorneys in the Action: Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC ("Class Counsel").

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

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

4 So far, the Court has made no determination whether Defendant or Plaintiffs is correct on the
5 merits.

6 In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort
7 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
8 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
9 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court
10 to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have
11 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the
12 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not
13 admit any violations or concede the merit of any claims.

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

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

21 1. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement).

22 Defendant has agreed to deposit the Gross Settlement into an account controlled by the
23 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
24 Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service
25 Awards, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and
26 penalties to be paid to the LWDA. Defendant will fund the Gross Settlement no later than
27 thirty (30) days after the Effective Date (as that term is defined in Section 1.18 of the
28 Agreement).

1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from
3 the Gross Settlement, the amounts of which will be decided by the Court at the Final
4 Approval Hearing:

5 A. Up to \$366,630.00 (33.33% of the Gross Settlement), plus reasonable costs/expenses
6 not to exceed \$25,000.00, to Class Counsel for attorneys' fees. To date, Class
7 Counsel have worked and incurred expenses on the Action without payment.

8 B. Up to \$10,000 each to Plaintiff Jaimes and Plaintiff Ordaz and \$7,500 to Plaintiff
9 Diazbarriga for filing the Action, working with Class Counsel and representing the
10 Class. The Class Representatives' Services Payments will be the only monies
11 Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any
12 Individual PAGA Payment.

13 C. Up to \$20,000 to the Administrator for services administering the Settlement.

14 D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and
15 25% in Individual PAGA Payments to the Aggrieved Employees based on their
16 PAGA Period Pay Periods.

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

19 3. Net Settlement Distributed to Class Members. After making the above deductions in
20 amounts approved by the Court, the Administrator will distribute the rest of the Gross
21 Settlement (the "Net Settlement") by making Individual Class Payments to Participating
22 Class Members based on their Class Period Workweeks.

23 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court
24 to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage
25 Portion") and 90% to interest and penalties ("Non-Wage Portion.") The Wage Portion is
26 subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately
27 pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are
28 counted as penalties rather than wages for tax purposes. The Administrator will report the

1 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on
2 IRS 1099 Forms.

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

8 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
9 Class Payments and Individual PAGA Payments will show the date when the check expires
10 (the void date). If you don't cash it by the void date, your check will be automatically
11 cancelled, and the monies will be deposited with the California Controller's Unclaimed
12 Property Fund in your name. If the monies represented by your check is sent to the
13 Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on
14 how to retrieve your money.

15 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
16 Participating Class Member, participating fully in the Class Settlement, unless you notify the
17 Administrator in writing, not later than _____, that you wish to opt-out. The easiest
18 way to notify the Administrator is to send a written and signed Request for Exclusion by
19 _____. The Request for Exclusion should be a letter from a Class Member or
20 his/her representative setting forth a Class Member's name, present address, telephone
21 number, and a simple statement electing to be excluded from the Settlement. Excluded Class
22 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments
23 but will preserve their rights to personally pursue wage and hour claims against Defendant.
24 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
25 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
26 Individual PAGA Payments and are required to give up their right to assert PAGA claims
27 against Defendant based on the PAGA Period facts alleged in the Action.
28

- 1 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
2 Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It
3 is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and
4 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
5 pay any money and Class Members will not release any claims against Defendant.
- 6 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
7 “Administrator”) to send this Notice, calculate and make payments, and process Class
8 Members’ Requests for Exclusion. The Administrator will also decide Class Member
9 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform
10 other tasks necessary to administer the Settlement. The Administrator’s contact information
11 is contained in Section 9 of this Notice.
- 12 9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully
13 funded the Gross Settlement and separately paid all employer payroll taxes, Participating
14 Class Members will be legally barred from asserting any of the claims released under the
15 Settlement. This means that unless you opted out by validly excluding yourself from the
16 Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
17 Defendant or related entities for wages based on the Class Period facts and PAGA penalties
18 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

19 The Participating Class Members will be bound by the following release:

20 Each Class Member, on behalf of themselves and their respective
21 former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, who does not opt out of the
23 Settlement shall be deemed to release Infiniti Health, LLC, and any of
24 their present, former, and future direct or indirect parent companies,
25 present owners, former owners, future owners, subsidiaries,
26 predecessors, successors and affiliates, as well as each of its past,
27 present and future shareholders, officers, directors, members,
28 employees, partners, members, shareholders and agents, attorneys,
insurers, reinsurers, and any individual or entity which could be jointly
liable with Defendant or any of them (the “Released Parties”) from
any and all claims, known or unknown that: were asserted in any
and/or all of the complaints in the Action and/or any of Plaintiffs’
letters to the LWDA (including any subsequently amended complaints
or letters); and/or any and all claims, known or unknown, that were
asserted based on any or all the factual allegations in all of the
complaints in the Action and/or any of Plaintiffs’ letters to the LWDA

(including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payments; meal periods; rest periods; wage statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any or all of the foregoing which are based on the facts alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 200, *et seq.*, 201, 202, 203, 204, 226, 226.7, 248, *et. seq.*, 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; the Fair Labor Standards Act; the California Business & Professions Code § 17200; and the California Industrial Welfare Commission Wage Orders 7-01. The release shall run through the date the court grants preliminary approval of the settlement.

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

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

Each PAGA Representative Action Member, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrespective of whether he or she opts out of the Settlement, shall be deemed to release the Released Parties from all any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that were asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any

subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payment; meal periods; rest periods; wage statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action. The release shall run through the date the court grants preliminary approval of the settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges

1 based on your submission and on input from Class Counsel (who will advocate on behalf of
2 Participating Class Members) and Defendant's Counsel. The Administrator's decision is
3 final. You can't appeal or otherwise challenge its final decision.

4 **5. HOW WILL I GET PAID?**

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

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

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

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

16 Submit a written and signed letter with your name, present address, telephone number, and a
17 simple statement that you do not want to participate in the Settlement. The Administrator will
18 exclude you based on any writing communicating your request be excluded. Be sure to
19 personally sign your request, identify the Action as *Maria Jaimes, et al. v. Infiniti Health, LLC,*
20 *Los Angeles County Superior Court, Case No. 22STCV07261*, and include your identifying
21 information (full name, address, telephone number, approximate dates of employment, and social
22 security number for verification purposes). You must make the request yourself. If someone
23 else makes the request for you, it will not be valid. **The Administrator must be sent your**
24 **request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has
25 the Administrator's contact information.

26 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

27 Only Participating Class Members have the right to object to the Settlement. Before deciding
28 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

1 approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel
2 and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other
3 things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
4 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
5 fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class
6 Representatives' Service Awards. Upon reasonable request, Class Counsel (whose contact
7 information is in Section 9 of this Notice) will send you copies of these documents at no cost to
8 you. You can also view them on the Administrator's Website [**need details**] or the Court's
9 website <https://www.lacourt.org/>.

10 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
11 Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to
12 object, for example, that the proposed Settlement is unfair, or that the amounts requested by
13 Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**
14 **objections to the Administrator is _____.** Be sure to tell the Administrator what you
15 object to, why you object, and any facts that support your objection. Make sure you identify the
16 *Action Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case*
17 *No. 22STCV07261*, and include your name, current address, telephone number, and approximate
18 dates of employment for Defendant and sign the objection. Section 9 of this Notice has the
19 Administrator's contact information.

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

25 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

26 You can, but don't have to, attend the Final Approval Hearing on _____ at **(time)** in
27 Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles,
28 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement

1 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator.
2 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a
3 decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect
4 (<https://www.lacourt.org/lacc>). Check the Court's website for the most current information.
5 It's possible the Court will reschedule the Final Approval Hearing. You should check the
6 Administrator's website [**need details**] beforehand or contact Class Counsel to verify the date and
7 time of the Final Approval Hearing.

8 **9. HOW CAN I GET MORE INFORMATION?**

9 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed
10 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents
11 is to go to ____ (**specify entity**) ____'s website at ____ (**url**) _____. You can also telephone or
12 send an email to Class Counsel or the Administrator using the contact information listed below, or
13 consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>)
14 and entering the Case Number for the Action, Case No. 22STCV07261. You can also make an
15 appointment to personally review court documents in the Clerk's Office at the Stanley Mosk
16 Courthouse by calling (213) 830-0800.

17 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 18 **ABOUT THE SETTLEMENT.**

19 Class Counsel:

20 Justin F. Marquez
21 Benjamin H. Haber
22 Arrash T. Fattahi
23 **Wilshire Law Firm, PLC**
24 Los Angeles, California 90010
25 Telephone: (213) 784-3830
26 Fax: (213) 381-9989
27 Emails: justin@wilshirelawfirm.com;
28 benjamin@wilshirelawfirm.com; afattahi@wilshirelawfirm.com

1 Settlement Administrator:

2 Name of Company: _____

3 Email Address: _____

4 Mailing Address: _____

5 Telephone: _____

6 Fax Number: _____

7 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

8 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
9 long as you request a replacement before the void date on the face of the original check. If your check
10 is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve
11 the funds.

12 **11. WHAT IF I CHANGE MY ADDRESS?**

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

Exhibit 2

~~FORM~~ CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS ~~NOTICE~~ NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff [name]~~ (“~~Plaintiff~~”) Plaintiffs Maria Jaimes, Virginia Ordaz, and ~~defendant XYZ [name]~~ (“~~XYZ~~”) Sadie Diazbarriga (collectively, “Plaintiffs”) and Defendant Infiniti Health, LLC (“Defendant”). The Agreement refers to ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the ~~Plaintiff’s~~ Plaintiffs’ lawsuit alleging wage and hour violations against ~~XYZ~~ Defendant captioned ~~[caption and case number]~~ Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court Case No. 22STCV07261, initiated on ~~[filing date]~~ February 28, 2022, amended on November 30, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ~~[name]~~ CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. ~~“Administration Expenses Payment”~~ means the amount the Administrator will be paid- from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. ~~“Aggrieved Employee”~~ means ~~[e.g., a person]~~ individuals who were employed by ~~XYZ in California and classified as a _____ who worked for XYZ~~ during Defendant on an hourly non-exempt basis from March 4, 2021, until the ~~PAGA Period]~~ date of preliminary approval.

- 1.5. “Class” means ~~[define class e.g., all persons]~~individuals who were employed by ~~XYZ~~
~~in California and classified as _____ who worked for XYZ~~
~~during~~Defendant on an hourly non-exempt basis from September 3, 2017, until the
~~Class Period]~~date of preliminary approval.
- 1.6. “Class Counsel” means ~~[name]~~Justin Marquez, Benjamin Haber, and Arrash T.
Fattahi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
mean the amounts allocated to Class Counsel for reimbursement of reasonable
attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s
possession including the Class Member’s name, last-known mailing address, Social
Security number, ~~7~~ and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
either a Participating Class Member or Non-Participating Class Member (including a
Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search
for current Class Member mailing addresses using all reasonably available sources,
methods and means including, but not limited to, the National Change of Address
database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the
form, without material variation, attached as Exhibit A and incorporated by reference
into this Agreement.

- 1.12. “Class Period” means the period from ~~{September 3, 2017, to the date}~~ to [date]. ~~# of preliminary approval.~~
- 1.13. “Class ~~Representative~~ Representatives” means the named ~~Plaintiff~~ Plaintiffs in the ~~operative complaint~~ Operative Complaint in the Action seeking Court approval to serve as ~~a Class Representative.~~ Representatives.
- 1.14. “Class ~~Representative~~ Representatives’ Service ~~Payment~~ Payments” means the ~~payment~~ payments to the Class ~~Representative~~ Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. ~~“XYZ”~~ “Defendant” means named Defendant ~~[name]~~ Infiniti Health, LLC.
- 1.17. ~~“Defense Counsel”~~ means ~~[name]~~ Alecia W. Winfield and Krystal Saleh of Littler Mendelson, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means ~~the amount of~~ One Million One Hundred Thousand Dollars (\$1,100,000.00), which is the total amount ~~XYZ~~ Defendant agrees to pay under the Settlement except as provided in Paragraph 98 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, (as defined in paragraph 1.34), the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class ~~Representative~~ Representatives’ Service ~~Payment~~ Payments, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class ~~Representative~~ Representatives’ Service ~~Payment~~ Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. -“Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

1.31. -“PAGA Period” means the period from March 4, 2021, to the date ~~to [date]~~^{##} of preliminary approval.

1.32. -“PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means ~~Plaintiff’s [date]~~Plaintiff Jaimes and Plaintiff Ordaz’s March 4, 2022 letter to ~~XYZ~~Defendant and the LWDA ~~[and Plaintiff’s [date] letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” ~~means in~~ the ~~total~~ amount of ~~PAGA civil penalties~~\$50,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ~~([insert amount])~~(\$12,500.00) and the 75% to LWDA ~~([insert amount])~~(\$37,500.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. ~~“Plaintiff”~~“Plaintiffs” means ~~[name]~~Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga, the named ~~plaintiff~~plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38. ~~"Preliminary Approval Order"~~ means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph ~~6.5.2~~ below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph ~~6.2~~ 5.3 below.
- 1.41. "Released Parties" means: ~~XYZ and~~ Infiniti Health, LLC, and any of their present, former, and future direct or indirect parent companies, present owners, former owners, future owners, subsidiaries, predecessors, successors and affiliates, as well as each of its former and past, present directors, officers, and future shareholders, ~~owners, [officers, directors, members], employees, partners, members, shareholders and agents,~~ attorneys, insurers, ~~predecessors, successors, assigns [subsidiaries] [affiliates]-reinsurers, and any individual or entity which could be jointly liable with~~ Defendant or any of them.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. ~~"Response Deadline"~~ means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for XYZ Defendant for at least one day, during the Class Period.^{iv}

2. RECITALS.

1. ~~On [date], or about February 28, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against XYZ for [specify causes of action]. [The Complaint is the operative~~

~~2-1-~~ complaint in the Superior Court of California for the County of Los Angeles, Case No. 22STCV07261, on behalf of all current and former hourly-paid and non-exempt employees of Infiniti Health, LLC and Does 1 through 10 in California. On May 26, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a representative action seeking civil penalties pursuant to the PAGA in the Superior Court of California for the County of Los Angeles, Case No. 22VECV00713. On November 30, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a First Amended Class & Representative Action Complaint, which: 1) added an additional class representative (Plaintiff Sadie Diazbarriga); 2) added the cause of action alleged in the separately-filed PAGA Action; and 3) included a claim for an alleged violation of Labor Code Section 248, et seq., for failure to pay and provide California paid sick leave, COVID-19 paid sick leave, and COVID-19 supplemental paid sick leave (the “Operative Complaint.”)] [On [date], Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for [specify causes of action]. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”)] — XYZ”).
Defendant denies the allegations in the ~~Operative Complaint~~ complaint, denies any failure to comply with the laws identified in in the ~~Operative Complaint~~ complaints and denies any and all liability for the causes of action alleged.

1 2.2.2.1. Pursuant to Labor Code section 2699.3, subd. ~~(a)~~, Plaintiff Jaimes and
2 Plaintiff Ordaz gave timely written notice to XYZDefendant and the LWDA by
3 sending the PAGA Notice.

4 2.3.2.2. On ~~[date[s], July 12, 2022,~~ the Parties participated in an all-day mediation
5 presided over by ~~[mediator's name]~~ Steve Serratore, Esq., which led to this Agreement
6 to settle the Action ~~[or describe alternative means of negotiation].~~

7 2.4.2.3. Prior to ~~[mediation] [negotiating the Settlement],~~ Plaintiff, Plaintiffs obtained,
8 through ~~[formal] [informal]~~ discovery, ~~[identify documents, testimony and~~
9 ~~information obtained].~~ Plaintiff's Plaintiffs' personnel files, employee handbooks
10 and policies, an aggrieved employee and class member list, as well as class member
11 and aggrieved employee time and pay data. Plaintiffs' investigation was sufficient to
12 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
13 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
14 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

15 2.5.2.4. The Court ~~[has] [has not]~~ granted class certification. ~~[Insert details as needed.]~~

16 2.6.2.5. The Parties, Class Counsel and Defense Counsel represent that they are not
17 aware of any other pending matter or action asserting claims that will be extinguished
18 or affected by the Settlement.

19
20
21 **3. MONETARY TERMS.**

22
23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9
24 below, XYZDefendant promises to pay ~~[\$amount]~~ One Million One Hundred
25 Thousand Dollars (\$1,100,000.00), and no more as the Gross Settlement Amount
26 ~~[and to separately pay any and all employer payroll taxes owed on the Wage Portions~~
27 ~~of the Individual Class Payments.]~~ XYZ, Defendant has no obligation to pay the
28 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in

Paragraph ~~6.14.3~~ of this Agreement.* The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ~~Defendant.

3.2. ~~_____~~Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. ~~—To Plaintiff~~Plaintiffs: Class Representative Service ~~Payment to the Class Representative~~Payments of not more than ~~the amount~~Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiff Jaimes and Plaintiff Ordaz, and a Class Representative Service Payment of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Class Plaintiff Barriga (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class ~~Representative is~~Representatives are entitled to receive as ~~a Participating Class Member~~XYZMembers). ~~Defendant~~ will not oppose ~~Plaintiff's~~Plaintiffs' request for ~~the Class Representative~~Representatives' Service ~~Payment~~Payments that ~~does do~~ not exceed ~~this amount~~these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, ~~Plaintiff~~Plaintiffs will seek Court approval for any ~~Class Representative~~ Service Payments no later than ~~16 court~~ days prior to the Final Approval Hearing. ~~If the Court approves a Class Representative Service Payment less than the amount~~amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class ~~Representative~~Representatives' Service ~~Payment~~Payments using IRS Form 1099. ~~Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on the ~~Class Representative Service Payment~~Payments.

1
2 3.2.2. —To Class Counsel: ~~A Class Counsel Fees Payment of not more than ___%,~~
3 ~~which is currently estimated to be \$[amount] shall seek~~ and ~~a Class Counsel~~
4 ~~Litigation Expenses Payment of not more than \$[amount]. XYZDefendant~~
5 will not oppose ~~requests for these payments provided that do not attorneys'~~
6 ~~fees not to~~ exceed ~~these amounts. Plaintiffthirty-three point thirty three~~
7 ~~percent (33.33%) of the Gross Settlement Amount, plus reasonable~~
8 ~~costs/expenses not to exceed Twenty-Five Thousand Dollars (\$25,000),~~
9 ~~subject to approval by the Court. Plaintiffs~~ and/or Class Counsel will file a
10 motion for Class Counsel Fees and Costs Payment and Class Litigation
11 Expenses Payment no later than ~~[16 court]~~ days prior to the Final Approval
12 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
13 Counsel Litigation Expenses Payment less than the amounts requested, the
14 Administrator will allocate the remainder to the Net Settlement Amount.
15 Released Parties shall have no liability to Class Counsel or any other
16 ~~Plaintiff'sPlaintiffs'~~ Counsel arising from any claim to any portion any Class
17 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
18 The Administrator will pay the Class Counsel Fees Payment and Class
19 Counsel Expenses Payment using one or more IRS 1099 Forms. Class
20 Counsel assumes full responsibility and liability for taxes owed on the Class
21 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
22 and holds ~~XYZDefendant~~ harmless, and indemnifies ~~XYZDefendant~~, from
23 any dispute or controversy regarding any division or sharing of any of these
24 Payments.

25 3.2.3. —To the Administrator: An Administrator Expenses Payment not to exceed
26 ~~\$[amount]Twenty Thousand Dollars and Zero Cents (\$20,000.00).~~ except for
27 a showing of good cause and as approved by the Court. To the extent the
28

Administration Expenses are less or the Court approves payment less than ~~[\$amount]~~, \$20,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. ~~—To Each Participating Class Member:~~ An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. ~~—Tax Allocation of Individual Class Payments.~~ ~~[Specify percentage]~~ Ten Percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~-The [specify percentage]~~ Ninety Percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., interest and penalties]~~ (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. ~~—Effect of Non-Participating Class Members on Calculation of~~ Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. —To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ~~[\$amount]~~\$50,000.00 to be paid from the Gross Settlement Amount, with 75% (~~\$amount~~37,500.00) allocated to the LWDA PAGA Payment and 25% (~~\$amount~~12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1.—The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (~~\$amount~~12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2.—If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. ———Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZDefendant estimates there are ~~[number]~~2,678 Class Members who collectively worked a total of ~~[amount]~~56,089 Workweeks through May 20, 2022, and ~~[number]~~of 2,678 Aggrieved Employees who worked a total ~~[amount]~~of 31,216 PAGA Pay Periods through May 20, 2022.

4.2. ———Class Data. Not later than ~~[e.g., 15]~~thirty (30) days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To

1 protect Class Members' privacy rights, the Administrator must maintain the Class
2 Data in confidence, use the Class Data only for purposes of this Settlement and for no
3 other purpose, and restrict access to the Class Data to Administrator employees who
4 need access to the Class Data to effect and perform under this Agreement.

5 XYZDefendant has a continuing duty to immediately notify Class Counsel if it
6 discovers that the Class Data omitted class member identifying information and to
7 provide corrected or updated Class Data as soon as reasonably feasible. Without any
8 extension of the deadline by which XYZDefendant must send the Class Data to the
9 Administrator, the Parties and their counsel will expeditiously use best efforts, in
10 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
11 Class Data.

12 4.3. Funding of Gross Settlement Amount. XYZDefendant shall fully fund the
13 Gross Settlement Amount, and also fund the amounts necessary to fully pay
14 XYZ'sDefendant's share of payroll taxes by transmitting the funds to the
15 Administrator no later than ~~14~~thirty (30) days after the Effective Date.

16
17 4.4. Payments from the Gross Settlement Amount. Within ~~14~~thirty (30) days
18 after XYZDefendant funds the Gross Settlement Amount, the Administrator will mail
19 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
20 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class
22 RepresentativeRepresentatives' Service ~~Payment~~Payments. Disbursement of the
23 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the
24 Class RepresentativeRepresentatives' Service ~~Payment~~Payments shall not precede
25 disbursement of Individual Class Payments and Individual PAGA Payments.

26 4.4.1. —The Administrator will issue checks for the Individual Class Payments
27 and/or Individual PAGA Payments and send them to the Class Members via
28

1 First Class U.S. Mail, postage prepaid. The face of each check shall
2 prominently state the date (not less than 180 days after the date of mailing)
3 when the check will be voided. The Administrator will cancel all checks not
4 cashed by the void date. The Administrator will send checks for Individual
5 Settlement Payments to all Participating Class Members (including those for
6 whom Class Notice was returned undelivered). The Administrator will send
7 checks for Individual PAGA Payments to all Aggrieved Employees including
8 Non-Participating Class Members who qualify as Aggrieved Employees
9 (including those for whom Class Notice was returned undelivered). The
10 Administrator may send Participating Class Members a single check
11 combining the Individual Class Payment and the Individual PAGA Payment.
12 Before mailing any checks, the Settlement Administrator must update the
13 recipients' mailing addresses using the National Change of Address Database.

14 4.4.2. —The Administrator must conduct a Class Member Address Search for all
15 other Class Members whose checks are returned undelivered without USPS
16 forwarding address. Within ~~seven (7)~~ days of receiving a returned check
17 the Administrator must re-mail checks to the USPS forwarding address
18 provided or to an address ascertained through the Class Member Address
19 Search. The Administrator need not take further steps to deliver checks to
20 Class Members whose re-mailed checks are returned as undelivered. The
21 Administrator shall promptly send a replacement check to any Class Member
22 whose original check was lost or misplaced, requested by the Class Member
23 prior to the void date.

24 4.4.3. —For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the
26 Administrator shall transmit the ~~funds represented by such checks [to the~~
27 ~~California Controller's Unclaimed Property Fund in the name of the Class~~
28

1 ~~Member thereby leaving no "unpaid residue" subject to the requirements of~~
2 ~~California Code of Civil Procedure Section 384, subd. (b).] [or to a Court~~
3 ~~approved nonprofit organization or foundation consistent with Code of Civil~~
4 ~~Procedure Section 384, subd. (b) ("Cy Pres Recipient") [adding name]]. The~~
5 ~~Parties, Class Counsel and Defense Counsel represent that they have no~~
6 ~~interest or relationship, financial or otherwise, with the intended Cy Pres~~
7 ~~Recipient~~ uncashed checks to the State of California's State Controller
8 Unclaimed Property Fund, in the name of the individuals whose checks are
9 cancelled, in the appropriate amounts for each such individual. Settlement
10 Class Members whose Individual Settlement Payment checks are uncashed
11 shall, nevertheless, be bound to the Class Settlement, and PAGA Employees
12 whose Individual PAGA Payment checks are uncashed shall, nevertheless, be
13 bound to the PAGA Settlement.

14
15 4.4.4. —The payment of Individual Class Payments and Individual PAGA Payments
16 shall not obligate ~~XYZ~~Defendant to confer any additional benefits or make
17 any additional payments to Class Members (such as 401(k) contributions or
18 bonuses) beyond those specified in this Agreement.

19 **6.5. RELEASES OF CLAIMS.** Effective on the date when ~~XYZ~~Defendant fully funds the
20 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
21 Portion of the Individual Class Payments, ~~Plaintiff~~Plaintiffs, Class Members, and Class
22 Counsel will release claims against all Released Parties as follows:

23 **6.15.1. ———Plaintiff's** ~~Plaintiffs'~~ Release. ~~Plaintiff~~ Plaintiffs and ~~his or her~~their respective
24 former and present spouses, representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns generally, release and discharge Released Parties from all
26 claims, transactions, or occurrences ~~[that occurred during the Class Period]~~_{7.2}
27 including, but not limited to: (a) all claims that were, or reasonably could have been,
28

1 alleged, based on the facts contained, in the Operative Complaint; and (b) all PAGA
2 claims that were, or reasonably could have been, alleged based on facts contained in
3 the Operative Complaint, ~~Plaintiff's~~ Plaintiff Jaimes and Plaintiff Ordaz's PAGA
4 Notice, ~~for~~ ascertained during the Action and released under ~~65.2~~, below ~~]~~
5 ~~(“Plaintiff’s (“Plaintiffs’ Release.”) – Plaintiff’s”).~~ Plaintiffs’ Release does not extend
6 to any claims or actions to enforce this Agreement, or to any claims for vested
7 benefits, unemployment benefits, disability benefits, social security benefits, workers’
8 compensation benefits that arose at any time, or based on occurrences outside the
9 Class Period. ~~Plaintiff acknowledges~~ Plaintiffs acknowledge that ~~Plaintiff~~ Plaintiffs
10 may discover facts or law different from, or in addition to, the facts or law that
11 ~~Plaintiff~~ Plaintiffs now ~~knows~~ know or ~~believes~~ believe to be true but agrees,
12 nonetheless, that ~~Plaintiff’s~~ Plaintiffs’ Release shall be and remain effective in all
13 respects, notwithstanding such different or additional facts or ~~Plaintiff’s~~ Plaintiffs’
14 discovery of them.

15 ~~6.1.15.1.1.~~ Plaintiffs’ Waiver of Rights Under California
16 ~~Civil Code Section- 1542.~~ For purposes of ~~Plaintiff’s~~ Plaintiffs’ Release,
17 ~~Plaintiff~~ Plaintiffs expressly ~~waives~~ waive and ~~relinquishes~~ relinquish the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil
19 Code, which reads:

20
21 A general release does not extend to claims that the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing
23 the release, and that if known by him or her would have materially affected
24 his or her settlement with the debtor or Released Party.

25 ~~6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All~~
26 ~~Participating Class Members, on behalf of themselves and their respective former and~~
27 ~~present representatives, agents, attorneys, heirs, administrators, successors, and assigns,~~
28 ~~release Released Parties from (i) all claims that were alleged, or reasonably could have been~~
~~alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained~~
~~in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged~~

1 failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement,
2 Participating Class Members do not release any other claims, including claims for vested
3 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based
5 on facts occurring outside the Class Period.

6 ~~6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-~~
7 ~~Participating Class Members who are Aggrieved Employees are deemed to release, on~~
8 ~~behalf of themselves and their respective former and present representatives, agents,~~
9 ~~attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims~~
10 ~~for PAGA penalties that were alleged, or reasonably could have been alleged, based on the~~
11 ~~PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and~~
12 ~~ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any~~
13 ~~alleged failure to pay minimum wage; etc.].~~

14 5.2. Release by Class Members: Each Class Member, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, who does not opt out of the Settlement shall be deemed to
17 release the Released Parties from any and all claims, known or unknown that: were
18 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
19 letters to the LWDA (including any subsequently amended complaints or letters);
20 and/or any and all claims, known or unknown, that were asserted based on any or all
21 the factual allegations in all of the complaints in the Action and/or any of Plaintiffs'
22 letters to the LWDA (including any subsequently amended complaints or letters).
23 This includes but is not limited to claims for or related to: pay for all hours
24 worked/compensation due for services; failure to pay minimum wages; failure to pay
25 overtime wages; off-the-clock work; calculation of the regular rate of pay for meal
26 and rest period premium payments, meal periods; rest periods; wage statements;
27 payment of wages at termination; maintain and provide accurate and complete
28 records; failure to reimburse for necessary business expenses; sick pay; COVID-19
paid sick; California paid sick; training pay; bonus pay, unfair competition related to
any or all of the foregoing; any unpaid wages or compensation related to any or all of
the foregoing, which are based on the facts alleged in the Action; restitution related to
any or all of the foregoing which are based on the facts alleged in the Action; and any

1 penalties, including statutory or civil penalties, related to any or all of the foregoing.
2 This release includes any and all claims pursuant to: California Labor Code sections
3 §§ 200, et seq., 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2,
4 1197, 1198, 1198.5 and 2802; the Fair Labor Standards Act; the California Business
5 & Professions Code § 17200; and the California Industrial Welfare Commission
6 Wage Orders 7-01. The release shall run through the date the court grants preliminary
7 approval of the settlement.

8 5.3. Release by Aggrieved Employees: Each PAGA Representative Action Member, on
9 behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, irrespective of whether he or
11 she opts out of the Settlement, shall be deemed to release the Released Parties from
12 all any and all claims, known or unknown, for civil penalties under California Labor
13 Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the
14 complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any
15 subsequently amended complaints or letters); and/or any and all claims, known or
16 unknown, that were asserted based on any or all the factual allegations in any and/or
17 all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA
18 (including any subsequently amended complaints or letters). This release includes,
19 but is not limited to, claims for PAGA civil penalties premised on: California Labor
20 Code sections 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2,
21 1197, 1198, 1198.5 and 2802; pay for all hours worked/compensation due for
22 services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock
23 work; calculation of the regular rate of pay for meal and rest period premium
24 payments, meal periods; rest periods; wage statements; payment of wages at
25 termination; maintain and provide accurate and complete records; failure to reimburse
26 for necessary business expenses; sick pay; COVID-19 paid sick; California paid sick;
27 training pay; bonus pay; any unpaid wages or compensation related to any or all of
28

1 the foregoing, which are based on the facts alleged in the Action. The release shall
2 run through the date the court grants preliminary approval of the settlement.

3 5.4. Upon Preliminary Approval of this Settlement, all Class Members who do not opt out
4 of the Settlement shall be enjoined from filing, joining or becoming a party, member
5 or representative in any actions, claims, complaints, or proceedings in any state or
6 federal court on an individual, representative, collective or class action basis, or with
7 the California Department of Industrial Relations' Division of Labor Standards
8 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from
9 initiating any other proceedings regarding any of the Released Claims identified
10 herein. Any related pending actions, claims, complaints, or proceedings in any state
11 or federal court or with the DLSE or DOL, shall be stayed until the Class Members
12 have had an opportunity to decide to participate, object or submit an Exclusion Form
13 in relation to this Settlement. In addition, upon Preliminary Approval of this
14 Settlement, all eligible Aggrieved Employees shall be enjoined from filing, joining, or
15 becoming a party, member or representative in any actions, claims, complaints, or
16 proceedings in any state or federal court on an individual, representative, collective or
17 class action basis, or with the DLSE or DOL, or from initiating any other proceedings
18 to the extent such actions, claims, complaints, or proceedings are based on the PAGA
19 Released Claims released via this Settlement.

20 **7.6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
21 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies
22 with the Court's current checklist for Preliminary Approvals.

23 **7.16.1. ——— XYZ's Defendant's Declaration in Support of Preliminary Approval.** Within
24 []fourteen (14) days of the full execution of this Agreement, XYZ Defendant will
25 prepare and deliver to Class Counsel a signed Declaration from XYZ Defendant and
26 Defense Counsel disclosing all facts relevant to any actual or potential conflicts of
27 interest with the Administrator ~~and Cy Pres Recipient.~~ In their Declarations, Defense
28

1 Counsel and ~~XYZ~~Defendant shall aver that they are not aware of any other pending
2 matter or action asserting claims that will be extinguished or adversely affected by the
3 Settlement.

4 ~~7.26.2.~~ Plaintiffs' Responsibilities. Plaintiffs will prepare and
5 deliver to Defense Counsel all documents necessary for obtaining Preliminary
6 Approval, including: (i) a draft of the notice, and memorandum in support, of the
7 Motion for Preliminary Approval that includes an analysis of the Settlement under
8 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
9 Section ~~2699~~, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary
10 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv)
11 ~~a signed declaration from the Administrator attaching its "not to exceed" bid for~~
12 ~~administering the Settlement and attesting to its willingness to serve; competency;~~
13 ~~operative procedures for protecting the security of Class Data; amounts of insurance~~
14 ~~coverage for any data breach, defalcation of funds or other misfeasance; all facts~~
15 ~~relevant to any actual or potential conflicts of interest with Class Members [and/or the~~
16 ~~proposed Cy Pres]; and the nature and extent of any financial relationship with~~
17 ~~Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from~~
18 Plaintiffs signed declarations from Plaintiffs confirming willingness and competency to
19 serve and disclosing all facts relevant to any actual or potential conflicts of interest
20 with Class Members, ~~[and/or] the Administrator [and/or the proposed Cy Pres];~~ (v) a
21 signed declaration from each Class Counsel firm attesting to its competency to
22 represent the Class Members; its timely transmission to the LWDA of all necessary
23 PAGA documents (initial notice of violations ~~[Labor Code section 2699.3, subd.~~
24 ~~(a)]~~; Operative Complaint ~~[Labor Code section 2699, subd. (l)(1)]~~; this
25 Agreement ~~[Labor Code section 2699, subd. (l)(2); and]~~; (vi) a redlined version of
26 the Parties' Agreement showing all modifications made to the Model Agreement
27 ready for filing with the Court; and (vii) all facts relevant to any actual or potential
28

1 conflict of interest with Class Members, and/or the Administrator ~~and/or the Cy Pres~~
2 ~~Recipient.~~ In their Declarations, PlaintiffPlaintiffs and Class Counsel Declaration
3 shall aver that they are not aware of any other pending matter or action asserting
4 claims that will be extinguished or adversely affected by the Settlement.

5 7.36.3. ———Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
6 responsible for expeditiously finalizing and filing the Motion for Preliminary
7 Approval no later than {thirty (30)} days after the full execution of this Agreement;
8 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
9 appearing in Court to advocate in favor of the Motion for Preliminary Approval.
10 Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
11 Administrator.

12
13 7.46.4. ———Duty to Cooperate. If the Parties disagree on any aspect of the proposed
14 Motion for Preliminary Approval and/or the supporting declarations and documents,
15 Class Counsel and Defense Counsel will expeditiously work together on behalf of the
16 Parties by meeting in person or by telephone, and in good faith, to resolve the
17 disagreement. If the Court does not grant Preliminary Approval or conditions
18 Preliminary Approval on any material change to this Agreement, Class Counsel and
19 Defense Counsel will expeditiously work together on behalf of the Parties by meeting
20 in person or by telephone, and in good faith, to modify the Agreement and otherwise
21 satisfy the Court’s concerns.

22 8.7. **SETTLEMENT ADMINISTRATION.**

23
24 8.17.1. ———Selection of Administrator. The Parties have jointly selected [name]CPT
25 Group, Inc. to serve as the Administrator and verified that, as a condition of
26 appointment, [name]CPT Group, Inc. agrees to be bound by this Agreement and to
27 perform, as a fiduciary, all duties specified in this Agreement in exchange for
28 payment of Administration Expenses. The Parties and their Counsel represent that

1 they have no interest or relationship, financial or otherwise, with the Administrator
2 other than a professional relationship arising out of prior experiences administering
3 settlements.

4 ~~8.27.2.~~ Employer Identification Number. The Administrator shall have and use its
5 own Employer Identification Number for purposes of calculating payroll tax
6 withholdings and providing reports state and federal tax authorities.
7

8 ~~8.37.3.~~ Qualified Settlement Fund. The Administrator shall establish a settlement
9 fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
10 Treasury Regulation section 468B-1.

11 ~~8.47.4.~~ Notice to Class Members.
12

13 ~~8.4.17.4.1.~~ No later than three (3) business days after receipt of the Class
14 Data, the Administrator shall notify Class Counsel that the list has been
15 received and state the number of Class Members, PAGA Members,
16 Workweeks, and Pay Periods in the Class Data.
17

18 ~~8.4.27.4.2.~~ Using best efforts to perform as soon as possible, and in no
19 event later than [14] days after receiving the Class Data, the Administrator
20 will send to all Class Members identified in the Class Data, via first-class
21 United States Postal Service (“USPS”) mail, the Class Notice [(with Spanish
22 translation, if applicable)], substantially in the form attached to this
23 Agreement as **Exhibit** ~~_____~~ **A.** The first page of the Class Notice shall
24 prominently estimate the dollar amounts of any Individual Class Payment
25 and/or Individual PAGA Payment payable to the Class Member, and the
26 number of Workweeks and PAGA Pay Periods (if applicable) used to
27 calculate these amounts. Before mailing Class Notices, the Administrator
28

1 shall update Class Member addresses using the National Change of Address
2 database.

3 ~~8.4.37.4.3.~~ 8.4.47.4.3. ——— Not later than ~~{3}~~ business days after the Administrator's
4 receipt of any Class Notice returned by the USPS as undelivered, the
5 Administrator shall re-mail the Class Notice using any forwarding address
6 provided by the USPS. If the USPS does not provide a forwarding address,
7 the Administrator shall conduct a Class Member Address Search, and re-mail
8 the Class Notice to the most current address obtained. The Administrator has
9 no obligation to make further attempts to locate or send Class Notice to Class
10 Members whose Class Notice is returned by the USPS a second time.

11
12 ~~8.4.47.4.4.~~ 8.4.57.4.4. ——— The deadlines for Class Members' written objections,
13 Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion
14 will be extended an additional ~~{14}~~ days beyond the ~~{60}~~ days otherwise
15 provided in the Class Notice for all Class Members whose notice is re-mailed.
16 The Administrator will inform the Class Member of the extended deadline
17 with the re-mailed Class Notice.

18
19 ~~8.4.57.4.5.~~ 8.4.67.4.5. ——— If the Administrator, ~~XYZ~~Defendant, or Class Counsel is
20 contacted by or otherwise discovers any persons who believe they should have
21 been included in the Class Data and should have received Class Notice, the
22 Parties will expeditiously meet and confer in person or by telephone, and in
23 good faith, in an effort to agree on whether to include them as Class Members.
24 If the Parties agree, such persons will be Class Members entitled to the same
25 rights as other Class Members, and the Administrator will send, via email or
26 overnight delivery, a Class Notice requiring them to exercise options under
27 this Agreement not later than ~~{14}~~ days after receipt of Class Notice, or the
28 deadline dates in the Class Notice, which ever are later.

1 8.5.7.5. Requests for Exclusion (Opt-Outs).

2 8.5.17.5.1. ——— Class Members who wish to exclude themselves (opt-out of)
3 the Class Settlement must send the Administrator, by fax, email, or mail, a
4 signed written Request for Exclusion not later than ~~{60}~~ days after the
5 Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class
6 Members whose Class Notice is re-mailed). A Request for Exclusion is a
7 letter from a Class Member or his/her representative that reasonably
8 communicates the Class Member's election to be excluded from the
9 Settlement and includes the Class Member's name, address -and email address
10 or telephone number. To be valid, a Request for Exclusion must be timely
11 faxed, emailed, or postmarked by the Response Deadline.

12
13 8.5.27.5.2. ——— The Administrator may not reject a Request for Exclusion as
14 invalid because it fails to contain all the information specified in the Class
15 Notice. The Administrator shall accept any Request for Exclusion as valid if
16 the Administrator can reasonably ascertain the identity of the person as a
17 Class Member and the Class Member's desire to be excluded. The
18 Administrator's determination shall be final and not appealable or otherwise
19 susceptible to challenge. If the Administrator has reason to question the
20 authenticity of a Request for Exclusion, the Administrator may demand
21 additional proof of the Class Member's identity. The Administrator's
22 determination of authenticity shall be final and not appealable or otherwise
23 susceptible to challenge.

24 8.5.37.5.3. ——— Every Class Member who does not submit a timely and valid
25 Request for Exclusion is deemed to be a Participating Class Member under
26 this Agreement, entitled to all benefits and bound by all terms and conditions
27 of the Settlement, including the Participating Class Members' Releases under
28

1 Paragraphs ~~65~~.2 and ~~65~~.3 of this Agreement, regardless of whether the
2 Participating Class Member actually receives the Class Notice or objects to
3 the Settlement.

4 ~~8.5.47.5.4.~~ ——— Every Class Member who submits a valid and timely Request
5 for Exclusion is a Non-Participating Class Member and shall not receive an
6 Individual Class Payment or have the right to object to the class action
7 components of the Settlement. -Because future PAGA claims are subject to
8 claim preclusion upon entry of the Judgment, Non-Participating Class
9 Members who are Aggrieved Employees are deemed to release the claims
10 identified in Paragraph ~~6.45~~.3 of this Agreement and are eligible for an
11 Individual PAGA Payment.

12
13 ~~8.67.6.~~ ——— Challenges to Calculation of Workweeks. Each Class Member shall have ~~{60}~~
14 days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for
15 Class Members whose Class Notice is re-mailed) to challenge the number of Class
16 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
17 Class Notice. The Class Member may challenge the allocation by communicating
18 with the Administrator via fax, email or mail. The Administrator must encourage the
19 challenging Class Member to submit supporting documentation. In the absence of
20 any contrary documentation, the Administrator is entitled to presume that the
21 Workweeks contained in the Class Notice are correct so long as they are consistent
22 with the Class Data. The Administrator's determination of each Class Member's
23 allocation of Workweeks and/or Pay Periods shall be final and not appealable or
24 otherwise susceptible to challenge. The Administrator shall promptly provide copies
25 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel
26 and Class Counsel and the Administrator's determination the challenges.

27 ~~8.77.7.~~ ——— Objections to Settlement.
28

1 ~~8.7.17.7.1.~~ _____ Only Participating Class Members may object to the class
2 action components of the Settlement and/or this Agreement, including
3 contesting the fairness of the Settlement, and/or amounts requested for the
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
5 and/or the Class ~~Representative~~Representatives' Service ~~Payment.~~Payments.

6 ~~8.7.27.7.2.~~ _____ Participating Class Members may send written objections to
7 the Administrator, by fax, email, or mail. In the alternative, Participating
8 Class Members may appear in Court (or hire an attorney to appear in Court) to
9 present verbal objections at the Final Approval Hearing. A Participating Class
10 Member who elects to send a written objection to the Administrator must do
11 so not later than ~~{60}~~ days after the Administrator's mailing of the Class
12 Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice
13 was re-mailed).

14 ~~8.7.37.7.3.~~ _____ Non-Participating Class Members have no right to object to
15 any of the class action components of the Settlement.
16

17 ~~8.87.8.~~ _____ Administrator Duties. The Administrator has a duty to perform or observe all
18 tasks to be performed or observed by the Administrator contained in this Agreement
19 or otherwise.
20

21 ~~8.8.17.8.1.~~ _____ Website, Email Address and Toll-Free Number. The
22 Administrator will establish and maintain and use an internet website to post
23 information of interest to Class Members including the date, time and location
24 for the Final Approval Hearing and copies of the Settlement Agreement,
25 Motion for Preliminary Approval, the Preliminary Approval, the Class Notice,
26 the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
27 Class Counsel Litigation Expenses Payment and the Class
28 ~~Representative~~Representatives' Service ~~Payment~~Payments, the Final

1 Approval and the Judgment. The Administrator will also maintain and
2 monitor an email address and a toll-free telephone number to receive Class
3 Member calls, faxes and emails.

4 ~~8.8.27.8.2.~~ 8.8.27.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The
5 Administrator will promptly review on a rolling basis Requests for Exclusion
6 to ascertain their validity. Not later than ~~5~~ days after the expiration of the
7 deadline for submitting Requests for Exclusion, the Administrator shall email
8 a list to Class Counsel and Defense Counsel containing (a) the names and
9 other identifying information of Class Members who have timely submitted
10 valid Requests for Exclusion (“Exclusion List”); (b) the names and other
11 identifying information of Class Members who have submitted invalid
12 Requests for Exclusion; (c) copies of all Requests for Exclusion from
13 Settlement submitted (whether valid or invalid).

14
15 ~~8.8.37.8.3.~~ 8.8.37.8.3. Weekly Reports. The Administrator must, on a weekly basis,
16 provide written reports to Class Counsel and Defense Counsel that, among
17 other things, tally the number of: Class Notices mailed or re-mailed, Class
18 Notices returned undelivered, Requests for Exclusion (whether valid or
19 invalid) received, objections received, challenges to Workweeks and/or Pay
20 Periods received and/or resolved, and checks mailed for Individual Class
21 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
22 Reports must include provide the Administrator’s assessment of the validity of
23 Requests for Exclusion and attach copies of all Requests for Exclusion and
24 objections received.

25 ~~8.8.47.8.4.~~ 8.8.47.8.4. Workweek and/or Pay Period Challenges. The Administrator
26 has the authority to address and make final decisions consistent with the terms
27 of this Agreement on all Class Member challenges over the calculation of
28

1 Workweeks and/or Pay Periods. The Administrator's decision shall be final
2 and not appealable or otherwise susceptible to challenge.

3 ~~8.8.57.8.5.~~ 8.8.57.8.5. ~~_____~~ Administrator's Declaration. Not later than ~~{14}~~ days before
4 the date by which ~~Plaintiff is~~ Plaintiffs are required to file the Motion for Final
5 Approval of the Settlement, the Administrator will provide to Class Counsel
6 and Defense Counsel, a signed declaration suitable for filing in Court attesting
7 to its due diligence and compliance with all of its obligations under this
8 Agreement, including, but not limited to, its mailing of Class Notice, the Class
9 Notices returned as undelivered, the re-mailing of Class Notices, attempts to
10 locate Class Members, the total number of Requests for Exclusion from
11 Settlement it received (both valid or invalid), the number of written objections
12 and attach the Exclusion List. The Administrator will supplement its
13 declaration as needed or requested by the Parties and/or the Court. Class
14 Counsel is responsible for filing the Administrator's declaration(s) in Court.
15

16 ~~8.8.67.8.6.~~ 8.8.67.8.6. ~~_____~~ Final Report by Settlement Administrator. Within ~~{10}~~ days
17 after the Administrator disburses all funds in the Gross Settlement Amount,
18 the Administrator will provide Class Counsel and Defense Counsel with a
19 final report detailing its disbursements by employee identification number
20 only of all payments made under this Agreement. At least ~~{15}~~ days before
21 any deadline set by the Court, the Administrator will prepare, and submit to
22 Class Counsel and Defense Counsel, a signed declaration suitable for filing in
23 Court attesting to its disbursement of all payments required under this
24 Agreement. Class Counsel is responsible for filing the
25 ~~Administrator's~~ Administrator's declaration in Court.

26 ~~9.8.~~ 9.8. **CLASS SIZE ESTIMATES ~~and~~ AND ESCALATOR CLAUSE** ~~;~~ Based on its records,
27 ~~XYZ~~ Defendant estimates that, as of ~~the date of this Settlement Agreement~~ May 20, 2022, (1)
28

there are ~~[number]~~2,678 Class Members and ~~[number]~~56,089 Total Workweeks ~~during the~~
~~Class period through May 20, 2022,~~ and (2)- there were ~~[number]~~2,678 Aggrieved Employees
who worked ~~[number]~~31,216 Pay Periods ~~during through May 20, 2022.~~ If it is determined
that the actual Total Workweeks through May 20, 2022 exceeds 56,089 by more than ten
percent (10%), then Defendant shall have the option of either (a) closing the PAGA
Period.ⁱⁱⁱ ~~release period on the date the Class Members reach the ten percent (10%)~~
~~threshold, or (b) increasing the Gross Settlement Amount on a proportional basis by the~~
~~same number of percentage points above ten percent (10%) (i.e., a twelve percent (12%)~~
~~difference shall require an additional 2% increase of the Gross Settlement Amount).~~

10.9. ~~XYZ'S~~DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for
Exclusion identified in the Exclusion List exceeds ~~[specify percentage]~~ten (10) percent of the
total of all Class Members, ~~XYZ~~Defendant may, but is not obligated, elect to withdraw from
the Settlement. The Parties agree that, if ~~XYZ~~Defendant withdraws, the Settlement shall be
void ab initio, have no force or effect whatsoever, and that neither Party will have any further
obligation to perform under this Agreement; provided, however, ~~XYZ~~Defendant will remain
responsible for paying all Settlement Administration Expenses incurred to that point.
~~XYZ~~Defendant must notify Class Counsel and the Court of its election to withdraw not later
than ~~[seven]~~ten (10) days after the Administrator sends the final Exclusion List to Defense
Counsel; late elections will have no effect.

11.10. MOTION FOR FINAL APPROVAL. Not later than ~~[16]~~ court days before the calendared
Final Approval Hearing, ~~Plaintiff~~Plaintiffs will file in Court, a motion for final approval of
the Settlement that includes a request for approval of the PAGA settlement under Labor Code
section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
(collectively "Motion for Final Approval"). ~~Plaintiff~~Plaintiffs shall provide drafts of these
documents to Defense Counsel not later than ~~[seven]~~ days prior to filing the Motion for Final
Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person

1 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for
2 Final Approval.

3 ~~11.1~~10.1. ~~_____~~ Response to Objections. Each Party retains the right to respond to any
4 objection raised by a Participating Class Member, including the right to file
5 responsive documents in Court no later than ~~{five}~~ court days prior to the Final
6 Approval Hearing, or as otherwise ordered or accepted by the Court.

7
8 ~~11.2~~10.2. ~~_____~~ Duty to Cooperate. If the Court does not grant Final Approval or
9 conditions Final Approval on any material change to the Settlement (including, but
10 not limited to, the scope of release to be granted by Class Members), the Parties will
11 expeditiously work together in good faith to address the Court's concerns by revising
12 the Agreement as necessary to obtain Final Approval. The Court's decision to award
13 less than the amounts requested for the Class ~~Representative~~Representatives' Service
14 ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
15 Payment and/or Administrator Expenses Payment shall not constitute a material
16 modification to the Agreement within the meaning of this paragraph.

17
18 ~~11.3~~10.3. ~~_____~~ Continuing Jurisdiction of the Court. The Parties agree that, after
19 entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the
20 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
21 addressing settlement administration matters, and (iii) addressing such post-Judgment
22 matters as are permitted by law.

23 ~~11.4~~10.4. ~~_____~~ Waiver of Right to Appeal. Provided the Judgment is consistent with
24 the terms and conditions of this Agreement, specifically including the Class Counsel
25 Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in
26 this Settlement, the Parties, their respective counsel, and all Participating Class
27 Members who did not object to the Settlement as provided in this Agreement, waive
28 all rights to appeal from the Judgment, including all rights to post-judgment and

1 appellate proceedings, the right to file motions to vacate judgment, motions for new
2 trial, extraordinary writs, and appeals. The waiver of appeal does not include any
3 waiver of the right to oppose such motions, writs or appeals. If an objector appeals
4 the Judgment, the Parties' obligations to perform under this Agreement will be
5 suspended until such time as the appeal is finally resolved and the Judgment becomes
6 final, except as to matters that do not affect the amount of the Net Settlement
7 Amount.

8 ~~11.5~~10.5. ~~_____~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify
9 Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a
10 manner that requires a material modification of this Agreement (including, but not
11 limited to, the scope of release to be granted by Class Members), this Agreement shall
12 be null and void. The Parties shall nevertheless expeditiously work together in good
13 faith to address the appellate court's concerns and to obtain Final Approval and entry
14 of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
15 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
16 modify the Court's award of the Class ~~Representative~~Representatives' Service
17 ~~Payment~~Payments or any payments to Class Counsel shall not constitute a material
18 modification of the Judgment within the meaning of this paragraph, as long as the
19 Gross Settlement Amount remains unchanged.

20
21 ~~12.11.~~ **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
22 Procedure section 384, the Parties will work together in good faith to jointly submit and a
23 proposed amended judgment.

24 ~~13.12.~~ **ADDITIONAL PROVISIONS.**

25
26 ~~13.1~~12.1. ~~_____~~ No Admission of Liability, Class Certification or Representative
27 Manageability for Other Purposes. This Agreement represents a compromise and
28 settlement of highly disputed claims. Nothing in this Agreement is intended or

1 should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in
2 the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any
3 claims asserted; nor should it be intended or construed as an admission by
4 ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendant's defenses in the Action have merit. The
5 Parties agree that class certification and representative treatment is for purposes of
6 this Settlement only. If, for any reason the Court does grant Preliminary Approval,
7 Final Approval or enter Judgment, ~~XYZ~~Defendant reserves the right to contest
8 certification of any class for any reasons, and ~~XYZ~~Defendant reserves all available
9 defenses to the claims in the Action, and ~~Plaintiff reserves~~Plaintiffs reserve the right
10 to move for class certification on any grounds available and to contest
11 ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and ~~Parties'~~Parties'
12 willingness to settle the Action will have no bearing on, and will not be admissible in
13 connection with, any litigation (except for proceedings to enforce or effectuate the
14 Settlement and this Agreement).

15 ~~13.2~~12.2. ~~_____~~ Confidentiality Prior to Preliminary Approval. ~~Plaintiff, Plaintiffs and~~

16 Class Counsel, ~~XYZ and Defense Counsel separately~~ agree that, until the Motion for
17 Preliminary Approval of Settlement is filed, they and each of them will not disclose,
18 disseminate and/or publicize, or cause or permit another person to disclose,
19 disseminate or publicize, any of the terms of the Agreement directly or indirectly,
20 specifically or generally, to any person, corporation, association, government agency,
21 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of
22 whom will be instructed to keep this Agreement confidential; (2) counsel in a related
23 matter; (3) to the extent necessary to report income to appropriate taxing authorities;
24 (4) in response to a court order or subpoena; or (5) in response to an inquiry or
25 subpoena issued by a state or federal government agency. Each Party agrees to
26 immediately notify each other Party of any judicial or agency order, inquiry, or
27 subpoena seeking such information. ~~Plaintiff, Plaintiffs and~~ Class Counsel, ~~XYZ and~~

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

8 ~~12.3.~~ Confidentiality After Preliminary Approval. Neither Plaintiffs nor Class
9 Counsel shall issue a press release, hold a press conference, publish information about
10 the settlement on any website or social media, respond to any press inquiries, or
11 otherwise publicize the settlement.

12 ~~13.3~~ 12.4. No Solicitation. The Parties separately agree that they and their respective
13 counsel and employees will not solicit any Class Member to opt out of or object to the
14 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
15 construed to restrict Class Counsel’s ability to communicate with Class Members in
16 accordance with Class Counsel’s ethical obligations owed to Class Members.

17 ~~13.4~~ 12.5. Integrated Agreement. Upon execution by all Parties and their
18 counsel, this Agreement together with its attached exhibits shall constitute the entire
19 agreement between the Parties relating to the Settlement, superseding any and all oral
20 representations, warranties, covenants, or inducements made to or by any Party.

21 ~~13.5~~ 12.6. Attorney Authorization. Class Counsel and Defense Counsel
22 separately warrant and represent that they are authorized by ~~Plaintiff~~ Plaintiffs and
23 ~~XYZ~~ Defendant, respectively, to take all appropriate action required or permitted to be
24 taken by such Parties pursuant to this Agreement to effectuate its terms, and to
25 execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.
27
28

1 ~~13.6~~12.7. ~~_____~~ Cooperation. The Parties and their counsel will cooperate with each
2 other and use their best efforts, in good faith, to implement the Settlement by, among
3 other things, modifying the Settlement Agreement, submitting supplemental evidence
4 and supplementing points and authorities as requested by the Court. In the event the
5 Parties are unable to agree upon the form or content of any document necessary to
6 implement the Settlement, or on any modification of the Agreement that may become
7 necessary to implement the Settlement, the Parties will seek the assistance of a
8 mediator and/or the Court for resolution.

9 ~~13.7~~12.8. ~~_____~~ No Prior Assignments. The Parties separately represent and warrant
10 that they have not directly or indirectly assigned, transferred, encumbered, or
11 purported to assign, transfer, or encumber to any person or entity and portion of any
12 liability, claim, demand, action, cause of action, or right released and discharged by
13 the Party in this Settlement.

14 ~~13.8~~12.9. ~~_____~~ No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel,
15 ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or
16 taxability, nor shall anything in this Settlement be relied upon as such within the
17 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
18 amended) or otherwise.

19 ~~13.9~~12.10. ~~_____~~ Modification of Agreement. This Agreement, and all parts of it, may
20 be amended, modified, changed, or waived only by an express written instrument
21 signed by all Parties or their representatives, and approved by the Court.

22 ~~13.10~~12.11. Agreement Binding on Successors. This Agreement will be binding upon,
23 and inure to the benefit of, the successors of each of the Parties.
24
25
26
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1 ~~13.11~~12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits
2 will be governed by and interpreted according to the internal laws of the state of
3 California, without regard to conflict of law principles.

4 ~~13.12~~12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any
6 Party on the basis that the Party was the drafter or participated in the drafting.
7

8 ~~13.13~~12.14. Confidentiality. To the extent permitted by law, all agreements made, and
9 orders entered during Action and in this Agreement relating to the confidentiality of
10 information shall survive the execution of this Agreement.

11 ~~13.14~~12.15. Use and Return of Class Data. Information provided to Class Counsel
12 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data
13 provided to Class Counsel by ~~XYZ~~Defendant in connection with the mediation, other
14 settlement negotiations, or in connection with the Settlement, may be used only with
15 respect to this Settlement, and no other purpose, and may not be used in any way that
16 violates any existing contractual agreement, statute, or rule of court. Not later than 90
17 days after the date when the Court discharges the Administrator's obligation to
18 provide a Declaration confirming the final pay out of all Settlement funds,
19 ~~Plaintiff~~Plaintiffs shall destroy, all paper and electronic versions of Class Data
20 received from ~~XYZ~~Defendant unless, prior to the Court's discharge of the
21 Administrator's obligation, ~~XYZ~~Defendant makes a written request to Class Counsel
22 for the return, rather than the destructions, of Class Data.
23

24 ~~13.15~~12.16. Headings. The descriptive heading of any section or paragraph of this
25 Agreement is inserted for convenience of reference only and does not constitute a part
26 of this Agreement.
27
28

1 ~~13.16~~12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this
2 Agreement shall be to calendar days. In the event any date or deadline set forth in
3 this Agreement falls on a weekend or federal legal holiday, such date or deadline
4 shall be on the first business day thereafter.

5 ~~13.17~~12.18. Notice. All notices, demands or other communications between the Parties in
6 connection with this Agreement will be in writing and deemed to have been duly
7 given as of the third business day after mailing by United States mail, or the day sent
8 by email or messenger, addressed as follows:

9
10 ~~To Plaintiff:~~

11
12 ~~To XYZ:~~

13
14
15 To Plaintiffs and Settlement Class Counsel:

16 Justin Marquez
17 Benjamin Haber
Arrash T. Fattahi
18 **Wilshire Law Firm, PLC**
Los Angeles, CA 90010
19 Telephone: (213) 381 9988, Ext. 217
Fax: (213) 381-9989
20 Emails: justin@wilshirelawfirm.com;
benjamin@wilshirelawfirm.com;
21 afattahi@wilshirelawfirm.com

22
23 To Defendant and Defendant’s Counsel:

24 Alecia W. Winfield
Krystal Saleh
25 **LITTLER MENDELSON, P.C.**
2049 Century Park East, 6th Floor
26 Los Angeles, CA 90067
Telephone: 310-553-0308
27 E-mails: awinfield@littler.com; ksaleh@littler.com
28

1 ~~13.18~~12.19. Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes
3 of this Agreement shall be accepted as an original. All executed counterparts and
4 each of them will be deemed to be one and the same instrument if counsel for the
5 Parties will exchange between themselves signed counterparts. Any executed
6 counterpart will be admissible in evidence to prove the existence and contents of this
7 Agreement.

8
9 ~~13.19~~12.20. Stay of Litigation. The Parties agree that upon the execution of this
10 Agreement the litigation shall be stayed, except to effectuate the terms of this
11 Agreement. -The Parties further agree that upon the signing of this Agreement that
12 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP
13 section 583.310 for the entire period of this settlement process.

14
15 [Signature] _____ [Signature] _____

16 [name] For **SIGNATURES ON FOLLOWING PAGE**

17
18 Dated: _____, 2023

_____ Maria Jaimes

19 _____ Plaintiff _____ [name] and title

20 For XYZ Class Representative

21
22 [Signature] _____ [Signature] _____

23 [name] Dated: _____, 2023

_____ Virginia Ordaz

24 _____ Plaintiff and Class Representative

25 Dated: _____, 2023

_____ Sadie Diazbarriga

26 _____ Plaintiff and Class Representative

27
28 Dated: _____, 2023

_____ Avery Williams

1 _____ Co-Chief Executive Officer
2 _____ Defendant Infiniti Health, LLC

3 Dated: _____, 2023

4 _____ Frank Zeledon
5 _____ Co-Chief Executive Officer
6 _____ Defendant Infiniti Health, LLC

7 Dated: _____, 2023

8 _____ Steve Donell
9 _____ Court Appointed Provisional Manager
10 _____ Defendant Infiniti Health, LLC

11 **APPROVED AS TO FORM AND CONTENT:**

12 Dated: _____, 2023

13 _____ Justin Marquez
14 _____ Benjamin Haber
15 _____ Arrash T. Fattahi
16 _____ Counsel for Plaintiff [name] Plaintiffs
17 _____ and the Putative Class

18 Dated: _____, 2023

19 _____ Alecia W. Winfield
20 _____ Krystal Saleh
21 _____ Counsel for XYZ

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Defendant Infiniti Health, LLC

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**
~~{case name and number}~~

Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case No.
22STCV07261

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against ~~{name of defendant} (abbreviate name; “XYZ” is used herein as a placeholder)~~Infiniti Health, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by ~~a{n}[former] XYZ employee {name} (“Plaintiff~~ Infiniti Health, LLC employees Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (“Plaintiffs”) and seeks payment for failure to pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of (1) back wages [and other relief] for a class; pay for meal and rest period premium payments, meal periods; rest periods; wage statements; payment of [e.g., hourly] employees (“Class Members”) who worked for XYZ during the Class Period ([date] to [date]); and (2) wages at termination; failure to maintain and provide accurate and complete records including wage statements; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; and penalties under the California Private Attorney General Act (“PAGA”) for all [e.g., non-exempt, hourly]-paid employees who worked for XYZ Defendant in California during the PAGA Period ([date] to [date])(March 4, 2021, to the date of preliminary approval) (“Aggrieved Employees”).

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

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

The above estimates are based on XYZ’sDefendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZDefendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZDefendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against <u>XYZDefendant</u> that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you

The Opt-out Deadline is {date}_____.	will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section-6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. ~~XYZ~~<u>Defendant</u> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by {date}_____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and ~~Plaintiff~~<u>Plaintiffs</u> who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or ~~Plaintiff~~<u>Plaintiffs</u>, but every dollar paid to Class Counsel and ~~Plaintiff~~<u>Plaintiffs</u> reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or ~~Plaintiff~~<u>Plaintiffs</u> if you think they are unreasonable. See Section-7 of this Notice.
You Can Participate in the {date}_____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on ~~{date}_____~~. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See

	Section- 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by {date}_____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to ~~XYZ's~~ <u>Defendant's</u> records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by {date}_____. See Section- 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

~~Plaintiff is a[n] [Plaintiffs are former] XYZ employee, employees of Defendant.~~ The Action accuses ~~XYZ~~Defendant of violating California labor laws by failing to: pay ~~[e.g., for all hours worked/compensation due for services; pay minimum wages; pay overtime wages; minimum wages; pay for off-the-clock work; inaccurate calculation of the regular rate of pay for meal and rest period premium payments; provide meal periods; provide rest periods; inaccurate wage statements; pay wages due upon at termination and reimbursable expenses]; maintain and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]; and complete records including wage statements; reimburse for necessary business expenses; pay sick pay; pay COVID-19 paid sick leave; pay California paid sick leave; pay training pay; pay bonus pay; and that Defendant engaged in unfair competition.~~ Based on the same claims, ~~Plaintiffs Jaimes and Plaintiff has~~Ordaz have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). ~~Plaintiff is,~~

Plaintiffs are represented by attorneys in the Action: ~~[name of attorney and law firm]~~ Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC (“Class Counsel.”).).

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

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

So far, the Court has made no determination whether ~~XYZ~~Defendant or ~~Plaintiff~~Plaintiffs is correct on the merits.

In the meantime, ~~Plaintiff~~Plaintiffs and ~~XYZ~~[Defendant] hired ~~[an experienced, neutral mediator]~~ ~~[a retired judge]~~ ~~[describe alternative means of negotiations]~~ in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ~~Defendant does not admit any violations or concede the merit of any claims.

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

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

1. ~~XYZ~~Defendant Will Pay ~~[\$amount]~~\$1,100,000.00 as the Gross Settlement Amount (Gross Settlement). ~~XYZ~~Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class ~~Representative~~Representatives' Service ~~Payment~~Awards, Class Counsel's ~~attorney's~~attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the ~~California Labor and Workforce Development Agency ("LWDA")~~. Assuming the Court grants Final Approval, XYZ. ~~Defendant~~ will fund the Gross Settlement ~~not more~~no later than ~~[14]~~thirty (30) days after the ~~Judgment entered by the Court become final~~. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the ~~Judgment~~Effective Date (as that term is ~~appealed~~defined in Section 1.18 of the ~~Agreement~~).
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, ~~Plaintiff~~Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to ~~[\$ amount] (x\$366,630.00 (33.33% of the Gross Settlement))~~, plus reasonable costs/expenses not to exceed \$25,000.00, to Class Counsel for attorneys' fees ~~and up to \$[amount] for their litigation expenses~~. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to ~~\$[amount] as a Class Representative Award~~\$10,000 each to Plaintiff Jaimes and Plaintiff Ordaz and \$7,500 to Plaintiff Diazbarriga for filing the Action,

working with Class Counsel and representing the Class. ~~A~~The Class ~~Representative Award~~Representatives' Services Payments will be the only monies ~~Plaintiff~~Plaintiffs will receive other than ~~Plaintiff's~~Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to ~~[\$amount]~~\$20,000 to the Administrator for services administering the Settlement.

D. Up to ~~[\$amount]~~\$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendant are asking the Court to approve an allocation of ~~[specify percentage]~~10% of each Individual Class Payment to taxable wages ("Wage Portion") and ~~[specify percentage]~~90% to ~~[e.g., interest, etc.]~~ and penalties ("Non-Wage Portion~~-.]~~"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZ~~Defendant will separately pay employer payroll taxes it owes on the Wage Portion~~-.]~~). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ~~XYZ~~Defendant have agreed that, in either case, the Settlement will be void: ~~XYZ~~Defendant will not pay any money and Class Members will not release any claims against ~~XYZ~~Defendant.
8. Administrator. The Court has appointed a neutral company, ~~[name]~~CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section-9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and ~~XYZ~~Defendant has fully funded the Gross Settlement ~~[Option 1: (and separately paid all employer payroll taxes)]~~2, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ~~XYZ~~Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”~~

Each Class Member, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who does not opt out of the Settlement shall be deemed to release Infiniti Health, LLC, and any of their present, former, and future direct or indirect parent companies, present owners, former owners, future owners, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future shareholders, officers, directors, members, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant or any of them (the “Released Parties”) from any and all claims, known or unknown that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that were asserted based on any or all the factual allegations in all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payments; meal periods; rest periods; wage statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any or all of the foregoing which are based on the facts alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 200, *et seq.*, 201, 202, 203, 204, 226, 226.7, 248, *et seq.*, 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; the Fair Labor Standards Act; the California Business & Professions Code § 17200; and the California Industrial Welfare Commission Wage Orders 7-01. The release shall run through the date the court grants preliminary approval of the settlement.

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

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

~~All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release~~ Each PAGA Representative Action Member, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~irrespective of whether he or she opts out of the Settlement, shall be deemed to release~~ the Released Parties; from all any and all claims, known or unknown, for PAGA civil penalties under California Labor Code section 2698 et seq. (PAGA) that; ~~were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated~~ asserted in any and/or all of the Operative Complaint[,][and] the PAGA Notice [and ascertained complaints in the course Action and/or any of Plaintiffs' letters to the Action][LWDA (including, ~~e.g., (a) any subsequently amended complaints or letters); and/or any and all claims involving any alleged, known or unknown, that were asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters).~~ This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payment; meal periods; rest periods; ~~wage; etc.]~~ statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick leave; California paid sick leave; training pay; bonus pay; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action. The release shall run through the date the court grants preliminary approval of the settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing ~~[\$amount]~~\$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ~~XYZ's~~Defendant's records, are stated in the first page of this Notice. You have until ~~[date]~~_____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. ~~Section 9~~ of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ~~{caption of Action}~~, Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case No. 22STCV07261, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ~~{date}~~, _____, or it will be invalid.** Section-9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~Plaintiffs and ~~XYZ~~Defendant are asking the Court to approve. At least ~~[insert]~~16 days before the ~~[date]~~_____ Final Approval Hearing, Class Counsel and/or ~~Plaintiff~~Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount ~~Plaintiff is~~Plaintiffs are requesting as ~~the~~ Class ~~Representative~~Representatives' Service ~~Award~~Awards. Upon reasonable request, Class Counsel (whose contact information is in Section-9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [**need details**] or the Court's website [~~need details~~]- <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service ~~Award~~Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or ~~Plaintiff~~Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is ~~[date]~~_____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action ~~[case caption]~~Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case No. 22STCV07261, and include your name, current address, telephone number, and approximate dates of employment for ~~[XYZ]~~Defendant and sign the objection. Section-9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that

support your objection. See Section ~~8~~ of this Notice (immediately ~~below~~) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ~~[date]~~_____ at ~~[(time)]~~ in Department ~~[7]11~~ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, ~~Plaintiff~~Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (~~https://www.lacourt.org/lacc/~~
~~[confirm]~~~~-(https://www.lacourt.org/lacc)~~). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~XYZ~~Defendant and ~~Plaintiff~~Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [~~_____~~ (specify whose)entity]'s website at [~~URL of website~~]~~_____~~ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (~~http://www.lacourt.org/casesummary/ui/index.aspx~~)
~~[confirm]~~~~(http://www.lacourt.org/casesummary/ui/index.aspx)~~ and entering the Case Number for the Action, Case No. ~~[number]~~22STCV07261. You can also make an appointment to

personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

[Name of Attorney]

[Email Address]

[Name of

Justin F. Marquez

Benjamin H. Haber

Arrash T. Fattahi

Wilshire Law Firm], PLC

[Mailing Address]

[Los Angeles, California 90010]

Telephone]: (213) 784-3830

Fax: (213) 381-9989

Emails: justin@wilshirelawfirm.com;

benjamin@wilshirelawfirm.com;

afattahi@wilshirelawfirm.com

Settlement Administrator:

[Name of Company]:

[Email Address]:

[Mailing Address]:

[Telephone]:

[Fax Number]:

I

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void ~~[-]~~, you should consult the Unclaimed Property Fund ~~[-website-]~~ for instructions on how to retrieve the funds ~~[-you will have no way to recover the money-]~~.

11. WHAT IF I CHANGE MY ADDRESS?

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

4865-7385-0180.1 / 115795-1003

ⁱ ~~This Form Class Action and PAGA Settlement Agreement is for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Form Class Action Settlement Agreement and Class Notice.~~

ⁱⁱ ~~Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luekey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)~~

ⁱⁱⁱ ~~See endnote ii above.~~

^{iv} ~~The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.~~

^v ~~The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.~~

^{vi} ~~Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code Section 226(a) claim.)~~

^{vii} ~~Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.~~

^{viii} ~~Releases in Notice should track the releases in the Settlement Agreement.~~

Exhibit 3

CASE NAME: Jaimes v. Infiniti Health

Date: July 25, 2022
Requesting Attorney: Justin F. Marquez
Plaintiff or Defense: Plaintiff
Firm Name: Wilshire Law Firm, PLC
Telephone: (213) 381-9988, Ext. 345
Email: justin@wilshirelawfirm.com

All-In Settlement

Class Size: 3,000
Opt-Out Rate: 1.5%
No. of Checks Issued: 2,955
Postage Total: \$4,354.62
Grand Total: \$35,264.88
DISCOUNTED FLAT FEE: \$20,000.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Employment Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout the Duration of Administration. All Pertinent Court Documents will be Posted on a Case Specific Website. The Notice Packet will be Translated into Spanish. Further, CPT will Setup and Host a Static Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$3,415.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full Length Notice & 1-Page Exclusion Form in English & Spanish

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
Print & Mail Notice Packets	\$1.50	3,000	\$4,500.00
First-Class Postage (up to 2 oz.)*	\$0.81	3,000	\$2,430.00
TOTAL			\$7,370.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based Upon CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailed.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	3	\$180.00
Update Undeliverable Mail Database	\$0.50	180	\$90.00
Skip Trace for Best Address	\$1.00	155	\$154.80
Print & Remail Notice Packets	\$1.50	141	\$211.30
First-Class Postage (up to 2 oz.)	\$0.81	141	\$114.10
TOTAL			\$750.21

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provided Opportunity to Cure. CPT will Scrub the Opt-Outs Filed to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	45	\$90.00
Print & Mail Deficiency/Dispute Notices	\$1.50	3	\$4.50
First-Class Postage (up to 1 oz.)	\$0.60	3	\$1.80
Review & Process Deficiency Responses	\$10.00	2	\$20.00
TOTAL			\$421.30

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	600	\$1,800.00
TOTAL			\$2,100.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	2,955	\$295.50
TOTAL			\$730.50

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail a 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	2,955	\$7,387.50
First-Class Postage (up to 1 oz.)*	\$0.52	2,955	\$1,536.60
TOTAL			\$11,609.10

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF, and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	236	\$118.20
Skip Trace for Best Address	\$0.75	236	\$177.30
Remail Undeliverable Checks	\$2.50	215	\$537.50
First-Class Postage (up to 1 oz.)	\$0.60	215	\$129.00
Re-Issue Checks as Required	\$5.00	148	\$740.00
First-Class Postage (up to 1 oz.)	\$0.60	148	\$88.80
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$6,330.80

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	621	\$93.15
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	62	\$310.50
First-Class Postage (up to 1 oz.)	\$0.60	62	\$37.26
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,537.97

GRAND TOTAL \$35,264.88

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
 - b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
 - c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
 - d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
 - e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
 - f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
 - g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
 - h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
 - j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
 - k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
 - l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
 - m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
 - n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
 - o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
 - p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

PROOF OF SERVICE

Jaimes, et al. v. Infiniti Health LLC, et al.
21STCV07261

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On **January 6, 2023**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alecia Whitaker Winfield (SBN 209661)

awinfield@littler.com

Krystal Saleh (SBN 320932)

ksaleh@littler.com

LITTLER MENDELSON, P.C.

2049 Century Park East, 5th Floor

Los Angeles, CA 90067

Telephone: (310) 553-0308

Facsimile: (310) 553-5583

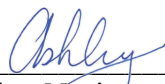
Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on **January 6, 2023**, at Los Angeles, California.



Ashley Narinyans