

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH (BAR NO. 240633)
jmscheppach@sbpc.law
THOREY M. BAUER (BAR NO. 234813)
tbauer@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Phone: (949) 209-8880 | Fax: (949) 358-7884

KLINEDINST PC
LINDSEY N. CASILLAS (BAR NO. 26988)
lcasillas@klinedinstlaw.com
GUARAV B. KALRA (BAR NO. 219483)
bkalra@klinedinstlaw.com
801 K Street, Suite 2100
Sacramento, CA 95814
Phone: (916) 282-0100 | Fax: (916) 444-7544

Attorneys for Defendants
SONOMA SPECIALTY HOSPITAL, LLC, AMERICAN ADVANCED
MANAGEMENT, INC., and AMERICAN ADVANCED MANAGEMENT GROUP,
INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SONOMA

TINA POORE, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

SONOMA SPECIALTY HOSPITAL, LLC, a
California limited liability company; and
DOES 1 through 25, inclusive,

Defendants,

Case No. SCV-270753

ASSIGNED FOR ALL PURPOSES TO:
Christoper M. Honigsberg
Department 18

**STIPULATION AND AGREEMENT FOR
CLASS ACTION SETTLEMENT**

Complaint Filed: May 6, 2022
1st Amended Complaint Filed: June 27, 2022
DOE Amendments: Nov. 30, 2023
Trial Date: October 4, 2024

1 **RECITALS**

2 A. This Stipulation and Agreement for Class Action Settlement (the “Settlement
3 Agreement”) is made for the sole purpose of attempting to consummate settlement in this
4 case on a class-wide basis and is made in compromise of disputed claims. Because this is
5 a putative class action, this Settlement Agreement must receive preliminary and final
6 approval by the Court.

7 B. On April 22, 2022, pursuant to the Private Attorneys General Act of 2004
8 (“PAGA”), Plaintiff Tina Poore (“Plaintiff”) filed a notice with the California Labor
9 Workforce and Development Agency (“LWDA”).

10 C. On May 6, 2022, Plaintiff, individually and on behalf of others, filed a class
11 action complaint in Sonoma County Superior Court, assigned Sonoma County Superior
12 Court Case No. SCV-270753 (the “Class Action”).

13 D. On June 27, 2022, Plaintiff filed a first amended complaint to add a PAGA
14 cause of action, which complaint is the operative pleading in the Class Action.

15 E. On November 30, 2023, Plaintiff filed Doe amendments which added
16 American Advanced Management, Inc. and American Advanced Management Group, Inc.
17 as defendants in the Class Action.

18 F. Whereas, the Class Action is alleged against Defendants Sonoma Specialty
19 Hospital, LLC, American Advanced Management, Inc. and American Advanced
20 Management Group, Inc. (collectively, “Defendants”).

21 G. Plaintiff and Defendants (the “Parties”) stipulate and agree to the following
22 terms of this Settlement Agreement with the intent that this Settlement Agreement fully
23 and finally dispose of the Class Action:

24 **DEFINITION OF SETTLEMENT TERMS**

25 **1. Definitions.**

26 A. “Agreement,” “Settlement Agreement,” and “Settlement” means this
27 Stipulation and Agreement for Class Action Settlement, which the Parties acknowledge
28 sets forth all material terms and conditions of the settlement between them, and which is

1 subject to Court approval.

2 **B. “Class Action”** means the action filed by Plaintiff in Sonoma County
3 Superior Court, assigned Sonoma County Superior Court Case No. SCV-270753.

4 **C. “Class Counsel”** means John M. Scheppach of Scheppach Bauer PC.

5 **D. “Class List”** means the list of names, last known residential addresses,
6 employee ID numbers, and social security numbers or tax ID numbers of each Class
7 Member for whom Defendants possesses such information. The Class List will also
8 contain the start and end dates of each Class Member in a Class Position, and whether the
9 Class Member is a current or former employee, in order for the Settlement Administrator
10 to calculate the accurate number of workweeks to be credited to each Class Member.

11 **E. “Class,” “Class Member(s),” “Settlement Class,” or “Settlement Class**
12 **Member(s)”** means all persons currently or formerly employed at Sonoma Specialty
13 Hospital as non-exempt employees in the State of California at any time from August 26,
14 2018 to January 25, 2024.

15 **F. “Class Member Payment”** means each Participating Class Member’s
16 payment under this Settlement for being a Participating Class Member.

17 **G. “Class Notice”** means a notice entitled “Notice of Class Action Settlement,”
18 in the form substantially similar to that attached hereto as Exhibit A.

19 **H. “Class Period”** means August 26, 2018, through and including January 25,
20 2024.

21 **I. “Class Position”** means any non-exempt position in California during the
22 Class Period.

23 **J. “Complaint”** means the First Amended Complaint filed by Plaintiff on June
24 27, 2022.

25 **K. “Court”** means the Sonoma County Superior Court.

26 **L. “Covered Claims” and “Released Claims”** means all claims, causes of
27 action, and forms of relief which are asserted in the Complaint or that could have been
28 asserted based on the facts alleged in the Complaint, including claims for unpaid wages,

1 failure to pay minimum wages, failure to pay overtime compensation wages, failure to
2 provide meal periods, failure to pay meal period premium pay, failure to provide rest
3 periods, failure to pay rest period premium pay, failure to pay waiting-time penalties to
4 separated employees, failure to reimburse expenses, failure to maintain records, failure to
5 provide accurate itemized wage statements, claims for violation of the California Labor
6 Code (including §§ 201-203, 204, 218, 226(a), 226.7, 256, 512(a), 1174(d), 1194, 1194.2,
7 1197, 1197.1, 1199, and 2802 thereof), claims for violation of all similar provisions or
8 requirements of local or California law (including the provisions of the California Code of
9 Regulations, the California Industrial Welfare Commission Wage Orders, the General
10 Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for
11 violations of all similar provisions or requirements of federal law (including 29 U.S.C. §
12 206, 207, and 216), which the Class and/or any Class Member has ever had, or hereafter
13 may claim to have, for the Class Period.

14 **M. “Defendants”** means Sonoma Specialty Hospital, LLC, American Advanced
15 Management, Inc. and American Advanced Management Group, Inc.

16 **N. “Effective Settlement Date”** means the later of the following: (a) if no one
17 objects to the Settlement, then the Effective Settlement Date shall be the date the Court
18 files the Order Granting Final Approval and Judgment; (b) if someone objects to the
19 Settlement, then all of Defendants’ obligations under this Agreement shall be stayed until
20 the time for seeking an appeal from, review of, or writ relating to the Judgment has passed
21 (i.e., 60 days from the Order Granting Final Approval and Judgment), which date shall
22 then be the Effective Settlement Date if no appeal, review or writ is sought; or (c) if an
23 appeal, review or writ from the Judgment is sought, the Effective Settlement Date shall be
24 the day the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and
25 the Judgment is no longer subject to further appellate challenges or procedures.

26 **O. “Enhancement” or “Service Award”** means the portion of the Gross
27 Settlement Amount awarded by the Court and paid to the Class Representative for her
28 service in connection with being the Class Representative and her general release of

1 claims.

2 **P. “Final Fairness Hearing”** means a hearing set by the Court, pursuant to
3 class action procedures and requirements, for the purpose of determining the fairness,
4 adequacy, and reasonableness of this Settlement.

5 **Q. “Gross Settlement Amount,” “Gross Settlement Fund,” or “Common**
6 **Fund”** means the amount of Four Hundred And Fifty Thousand Dollars and Zero Cents
7 (\$450,000.00). The Gross Settlement Amount is an all-inclusive amount, including
8 Individual Settlement Payments to all Participating Class Members and PAGA Group
9 Members, any Enhancement to the Class Representative as awarded by the Court,
10 Settlement Administrator Costs as approved by the Court, attorneys’ fees and costs to
11 Class Counsel related to the Class Action as awarded by the Court, and the PAGA
12 Payment (defined below) as approved by the Court. Defendants’ share of employer
13 payroll taxes on such sums paid out as wages under this Settlement Agreement (e.g.,
14 FICA, FUTA, SUTA, SDI, ETT, etc.) shall not be paid out of and deducted from the Gross
15 Settlement Amount, but rather shall be separately funded by Defendants. No portion of the
16 Gross Settlement Amount will be retained by, or revert to, Defendants. The Gross
17 Settlement Amount is subject to increase pursuant to Paragraph 24 of this Agreement.

18 **R. “Individual Settlement Payment(s)”** means the amount payable from the
19 Settlement to Settlement Class Members under the terms of this Settlement. A Settlement
20 Class Member who is both a Participating Class Member and a PAGA Group Member is
21 entitled to receive both payment for being a Participating Class Member and a PAGA
22 Penalty Payment. A Settlement Class Member who is only a Participating Class Member
23 but not a PAGA Group Member is only entitled to receive a payment for being a
24 Participating Class Member. Individual Settlement Payments shall not count as earnings
25 or compensation with respect to any benefit plans (e.g., 401(k) plan, retirement plan, etc.)
26 available to Defendants’ employees.

27 **S. “Net Settlement Amount,” “NSA,” or “Net Common Fund”** means the
28 Gross Settlement Amount less any Enhancement to the Class Representative as awarded

1 by the Court, Settlement Administrator Costs as approved by the Court, attorneys' fees and
2 costs to Class Counsel related to the Class Action as awarded by the Court, and the PAGA
3 Payment.

4 **T. "Notice Packet"** means a mailing from the Settlement Administrator to
5 Class Members which contains the Class Notice, the Notice of Estimated Individual
6 Settlement Payment, and the Exclusion Request Form.

7 **U. "Notice of Class Action" and "Class Notice"** means a notice entitled
8 "Notice of Class Action Settlement," in the form substantially similar to that attached
9 hereto as Exhibit A.

10 **V. "Notice of Estimated Individual Settlement Payment"** means a notice
11 entitled "Notice of Estimated Individual Settlement Payment," in the form substantially
12 similar to that attached hereto as Exhibit B.

13 **W. "Objection/Exclusion Deadline" or "Response Deadline"** is sixty (60)
14 calendar days after the date the Notice Packet is first mailed by the Settlement
15 Administrator to the Class Member. In the event that a Notice Packet is re-mailed to a
16 Class Member because the first one was undeliverable, the Class Member shall have an
17 additional fifteen (15) calendar days beyond the Response Deadline to submit a valid
18 Exclusion Request Form, Objection, or dispute concerning their weeks worked.

19 **X. "Objection" or "Objection to Settlement"** means a document sent by a
20 Class Member to the Settlement Administrator which contains the Class Member's name
21 and the basis for their objection to the Settlement.

22 **Y. "Order Granting Final Approval"** means an order executed and filed by
23 the Court granting final approval to the Settlement and entering judgment thereon. Said
24 Order Granting Final Approval will be in the form substantially similar to that attached
25 hereto as Exhibit E.

26 **Z. "Order Granting Preliminary Approval"** means an order executed and
27 filed by the Court granting preliminary approval to the Settlement. Said Order Granting
28 Preliminary Approval will be in the form substantially similar to that attached hereto as

1 Exhibit D.

2 **AA. “PAGA Claims”** means any civil penalties under the Private Attorneys
3 General Act of 2004 arising from the Covered Claims during the PAGA Period.

4 **BB. “PAGA Group”** and **“PAGA Group Members”** means all Settlement Class
5 Members who worked as a non-exempt employee at Sonoma Specialty Hospital in
6 California at any time during the PAGA Period.

7 **CC. “PAGA Payment”** means the portion of the Gross Settlement Amount,
8 totaling Forty Thousand Dollars (\$40,000.00), which will be paid pursuant to the
9 provisions of PAGA. Seventy-five percent (75%) of the PAGA Payment, or \$30,000, will
10 be paid to the LWDA. Twenty-five percent (25%) of the PAGA Payment, or \$10,000, will
11 be distributed to the PAGA Group Members.

12 **DD. “PAGA Penalty Payment”** means each PAGA Group Member’s payment
13 under this Settlement for being a member of the PAGA Group. All PAGA Penalty
14 Payments shall be allocated entirely to penalties.

15 **EE. “PAGA Period”** means the period from October 26, 2020, through and
16 including January 25, 2024.

17 **FF. “Participating Class Member”** means any Class Member who does not
18 timely submit a Request for Exclusion.

19 **GG. “Preliminary Approval Date”** means the date on which the Court signs the
20 Order Granting Preliminary Approval.

21 **HH. “Released Parties”** means Defendants, their affiliates, parents and
22 subsidiaries and their predecessors, successors, assigns, owners, shareholders, members,
23 officers, directors, agents, and attorneys.

24 **II. “Request for Exclusion”** or **“Exclusion Request Form”** means a Class
25 Member’s timely completed Request for Exclusion form, in the form substantially similar
26 to that attached hereto as “Exhibit C.”

27 **JJ. “Sonoma Specialty Hospital”** means the hospital called “Sonoma Specialty
28 Hospital,” with an address of 501 Petaluma Avenue, Sebastopol, CA 95472.

1 **KK. “Settlement Administrator”** means Atticus Administration, LLC.

2 **LL. “Settlement Administrator Costs”** means the costs of the Settlement
3 Administrator to administer this Settlement, currently estimated at \$16,500.

4 **SETTLEMENT AMOUNT**

5 **2. Settlement Chart.**

6 The following settlement chart is intended solely for the convenience of the Court:

7

<u>Settlement Fund Allocation</u>	
Gross Settlement Amount	\$450,000
Net Settlement Amount (Class Member Payments) (Estimated)	\$203,500
Service Award To Class Representative (As Awarded By The Court)	\$10,000
Attorneys’ Fees And Costs (As Awarded By The Court)	\$150,000 (Attorneys’ Fees) \$30,000 (Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$16,500
PAGA Payment (As Awarded by the Court)	\$40,000 (75% To The LWDA, 25% To PAGA Group Members)

19 **3. Resolution of Class Action.**

20 Subject to the terms and conditions set forth in this Agreement and approval of the
21 Court, this Settlement shall resolve and settle the Class Action. Upon the occurrence of the
22 Effective Settlement Date, and after all conditions precedent have occurred as set forth in
23 this Agreement, the Settlement Administrator will cause to be made all disbursements
24 required by this Settlement Agreement in accordance with its terms.

25 **4. The Gross Settlement Amount.**

26 On a non-reversionary-basis, Defendants have agreed to pay Four Hundred and
27 Fifty Thousand Dollars and Zero Cents (\$450,000.00) as the Gross Settlement Amount.
28 As long as the workweeks count is determined to be within the parameters stated in

Paragraph 24 of this Agreement, the amount paid by Defendants under this Agreement shall not exceed this amount. In no event shall any part of the Gross Settlement Amount revert to Defendants. This Settlement is a cash settlement. This Settlement is not a claims-made Settlement.

5. Net Settlement Amount (Amounts Paid To Participating Class Members).

A. The Net Settlement Amount is currently estimated to be approximately Two Hundred Three Thousand Five Hundred Dollars and Zero Cents (\$203,500.00).

B. Class Member Payments will be paid from the Net Settlement Amount to Participating Class Members *pro rata* based on the number of workweeks credited to the Participating Class Member during the Class Period in relation to the number of workweeks credited to all Participating Class Members during the Class Period.

C. Example: If Participating Class Member A is credited with 100 workweeks, and all Participating Class Members are credited with a combined total of 100,000 workweeks, then Participating Class Member A's Individual Settlement Payment would be calculated as follows:

i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total weeks worked for all Participating Class Members} = .001 \text{ (or .1\%)}$.

ii. Participating Class Member A is entitled to a gross Class Member Payment that is .1% of the Net Settlement Amount, or $(0.001 \times \$203,500) = \203.50 [gross amount]. This gross amount is subject to deduction for employee taxes on the portion of the Class Member Payment paid out as wages.

D. The Class Member Payment for each Participating Class Member reflects negotiated amounts for alleged unpaid wages, meal period violations, rest period violations, waiting time and other statutory penalties, unreimbursed expenses, and all other claims as described more fully above as Released Claims.

E. For purposes of calculating Class Member Payments, each Participating Class Member will be credited with the total workweeks worked by the individual Class

1 Member in a Class Position during the Class Period, as determined by their start and end
2 dates in a Class Position during the Class Period. Defendants' records shall be
3 presumptively correct for determining the number of weeks worked for each Participating
4 Class Member in a Class Position during the Class Period.

5 F. Any Participating Class Member whose employment was terminated
6 voluntarily or involuntarily at any time during the Class Period shall be credited with one
7 (1) additional workweek as consideration for the release of alleged California Labor Code
8 section 203 waiting time penalties.

9 G. The Settlement Administrator will issue to each Participating Class Member
10 a Class Member Payment. Each Class Member Payment will be allocated one-fourth (1/4)
11 to wages (reported by the Settlement Administrator on a Form W-2) and three-fourths
12 (3/4) to interest and penalties (reported by the Settlement Administrator on a Form 1099).

13 H. Class Member Payment checks will be void after 180 days from the date of
14 issuance. This Settlement is a non-reversionary cash settlement. Thus, any
15 unclaimed/uncashed Class Member Payment checks will not revert back to Defendants,
16 but instead will escheat to the State of California, Unclaimed Property Division, in the
17 name of the corresponding Class Member.

18 **6. PAGA Payment (Amounts Paid To The LWDA And PAGA Group Members).**

19 A. The PAGA Payment is \$40,000, and 75% of that amount (\$30,000) will be
20 paid to the LWDA. The remaining 25% (\$10,000) will be distributed to the PAGA Group
21 Members as provided for in this Settlement.

22 B. If a Settlement Class Member is a PAGA Group Member, the Settlement
23 Class Member shall be entitled to receive a PAGA Penalty Payment. Each PAGA Group
24 Member's PAGA Penalty Payment shall be calculated by dividing their weeks worked
25 during the PAGA Period by the weeks worked by the entire PAGA Group during the
26 PAGA Period. That amount will then be multiplied by \$10,000. Only weeks worked as a
27 non-exempt employee during the PAGA Period will be counted.

28 C. If a PAGA Group Member opted out of the Settlement and is not a

1 Participating Class Member, the PAGA Group Member shall still receive his/her PAGA
2 Penalty Payment calculated as provided above. If a PAGA Group Member is a
3 Participating Class Member, the PAGA Group Member is entitled to both their PAGA
4 Penalty Payment and the Class Member Payment as calculated above.

5 D. Any PAGA Group Member whose employment was terminated voluntarily
6 or involuntarily at any time during the PAGA Period shall be credited with one (1)
7 additional workweek as consideration for the release of PAGA civil penalties arising from
8 the alleged violation of California Labor Code section 203.

9 E. The Settlement Administrator will issue to each PAGA Group Member a
10 PAGA Penalty Payment. Each PAGA Penalty Payment will be allocated entirely to
11 penalties (reported by the Settlement Administrator on a Form 1099).

12 F. PAGA Penalty Payment checks will be void after 180 days from the date of
13 issuance. Any unclaimed/uncashed PAGA Penalty Payment checks will not revert back to
14 Defendants, but instead will escheat to the State of California, Unclaimed Property
15 Division, in the name of the corresponding PAGA Group Member.

16 G. If the Court requires an increase in the PAGA Payment as a condition
17 precedent to Settlement approval, any increase required shall come from the Gross
18 Settlement Amount.

19 **7. Service Award To The Class Representative.**

20 A. Through the Motion for Final Approval, Class Counsel will request an award
21 of an individual Enhancement -- also referred to as a Service Award -- to the Class
22 Representative in the amount of \$10,000. The Enhancement is to compensate the Class
23 Representative for her service and risk in connection with being the Class Representative
24 and for her general release of claims.

25 B. Any Enhancement awarded by the Court will not be treated as wages. The
26 Class Representative will receive an individual Form 1099 relating to such payment. The
27 Enhancement will not count as earnings or compensation for purposes of any benefit plans
28 (e.g., 401(k) plan, retirement plan, etc.) sponsored by Defendants.

1 C. Defendants and their counsel will not object to a request for approval of such
2 Enhancement, provided the requested Enhancement does not exceed \$10,000. Any portion
3 of the Enhancement not approved by the Court will be included in the Net Settlement
4 Amount and distributed to Participating Class Members.

5 D. The Enhancement is in addition to the Individual Settlement Payment
6 allocated to the Class Representative under this Settlement. The Class Representative
7 agrees that she will not opt out of, or object to, the Settlement.

8 E. By operation of the Order Granting Final Approval, the Class Representative
9 will be deemed to have generally released all claims against the Released Parties, including
10 any and all obligations, debts, claims, liabilities, demands, and causes of action of every
11 kind, nature and description whatsoever, known or unknown, suspected or claimed, which
12 she ever had, now has, or may hereafter acquire, from the beginning of time until the end
13 of the Class Period. This general release includes a Civil Code § 1542 waiver. This
14 general release does not, however, apply to claims for workers' compensation benefits,
15 unemployment insurance benefits, or any other claim or right that, as a matter of law,
16 cannot be waived or released herein.

17 **8. Class Counsel's Attorney's Fees and Costs.**

18 A. Through the Motion for Final Approval, Class Counsel will request an award
19 of one-third (1/3) of the Gross Settlement Amount, totaling One Hundred And Fifty
20 Thousand Dollars and Zero Cents (\$150,000.00), for attorney's fees, and an amount not to
21 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) for costs. If the Gross
22 Settlement Amount is increased pursuant to Paragraph 24 of this Agreement, Class
23 Counsel will request an award of attorney's fees of one-third (1/3) of the total Gross
24 Settlement Amount as so increased.

25 B. Defendants and their counsel will not object to Class Counsels' application
26 for an award of attorney's fees and costs. Any attorney's fees/costs amount not approved
27 by the Court will be included in the Net Settlement Amount and distributed to Participating
28 Class Members.

1 **9. Costs of Settlement Administration.**

2 The Settlement Administrator Costs are estimated at \$16,500 and will be paid from
3 the Gross Settlement Amount. The Net Settlement Amount payable to the Class Members
4 will increase or decrease by any amounts less or more than \$16,500 should the actual
5 Settlement Administrator Costs total less or more than \$16,500.

6 **RELEASE BY SETTLEMENT CLASS MEMBERS**

7 **10. Terms of Release.**

8 In exchange for the consideration recited in this Settlement Agreement, and by
9 operation of the Order Granting Final Approval, all Participating Class Members fully,
10 finally, and forever release the Released Parties from the Released Claims for the Class
11 Period.

12 In exchange for the consideration recited in this Settlement Agreement, and by
13 operation of the Order Granting Final Approval, all PAGA Group Members fully, finally,
14 and forever release the Released Parties from the PAGA Claims for the PAGA Period.

15 **11. California Labor Code Section 206.5.**

16 With respect to the Released Claims, and in consideration of Defendants' payment
17 of the sums provided herein, each and every Participating Class Member will be deemed to
18 have also acknowledged and agreed that California Labor Code section 206.5 is not
19 applicable to the Parties hereto, any Participating Class Member, or any PAGA Group
20 Member, because there is a good faith dispute as to whether any wages are due to any
21 Participating Class Member or PAGA Group Member. Section 206.5 provides, in
22 pertinent part, as follows: "An employer shall not require the execution of a release of a
23 claim or right on account of wages due, or to become due, or made as an advance on wages
24 to be earned, unless payment of those wages has been made."

25 **CONDITIONAL CLASS CERTIFICATION**

26 **12. Certification for Settlement Purposes Only.**

27 A. As part of this Agreement and for purposes of settlement only, the Parties
28 stipulate and agree that the Court may certify the Class for the Class Period.

1 B. Should, for whatever reason, the Settlement not become final, the fact that
2 the Parties stipulate and agree to class certification as part of the Settlement will have no
3 bearing on, and will not be admissible in connection with, the issue of whether a class
4 should be certified in a non-settlement context in this action, and will have no bearing on,
5 and will not be admissible in connection with, the issue of whether a class should be
6 certified in any other lawsuit. Defendants expressly reserve their right to oppose class
7 certification should this Settlement not become final.

8 **13. Parties' Contentions.**

9 In entering into this Agreement, Defendants deny any liability or wrongdoing of
10 any kind associated with the claims alleged in the Class Action, and further deny that the
11 Class Action can be maintained as a class or representative action in a litigation context.
12 Defendants contend, among other things, that they have complied with the California
13 Labor Code, the applicable IWC Wage Orders, and the California Business and
14 Professions Code.

15 In entering into this Agreement, Plaintiff believes that she has brought a meritorious
16 action, that class certification is appropriate, and that the claims can be maintained on a
17 representative basis under PAGA.

18 **14. Settlement is Fair, Reasonable, and Adequate.**

19 Plaintiff and his counsel are of the opinion that the terms set forth in this Agreement
20 are fair, reasonable, and adequate and this Agreement is in the best interest of the Class in
21 light of all known facts and circumstances, including the risk of significant delay, defenses
22 asserted by Defendants, numerous potential appellate issues, and Defendants' financial
23 status. Defendants and their counsel also agree that this Agreement is fair and in the best
24 interests of the Class.

25 **SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

26 **15. Request for Preliminary and Final Approval.**

27 The Parties will cooperate fully in requesting preliminary and final approval of this
28 Settlement Agreement by the Court, including a determination by the Court that this

1 Settlement is fair, reasonable, and adequate. The Parties will also cooperate fully in
2 promptly requesting that, as provided for in this Settlement Agreement, the Court approve
3 the proposed forms of notices, orders, and other documents necessary to implement this
4 Settlement. Should the Court require or suggest edits to any documents in the Notice
5 Packet, the proposed Order Granting Preliminary Approval, or the proposed Order
6 Granting Final Approval, the Parties will work cooperatively to edit the document(s)
7 accordingly and obtain the Court's approval.

8 **16. Class List to Be Provided by Defendants to the Settlement Administrator.**

9 A. Defendants will provide the Class List to the Settlement Administrator
10 within fifteen (15) calendar days after the Court files its signed Order Granting Preliminary
11 Approval.

12 B. The Class List, and any other data provided by Defendants to the Settlement
13 Administrator, shall be treated as confidential and shall not be used by the Settlement
14 Administrator for any purpose other than as permitted by this Agreement. Further, the
15 Settlement Administrator shall use commercially reasonable efforts to secure the data
16 provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure
17 or use of such data other than as permitted by this Agreement. At no time during the
18 Settlement process will any Class Member's address or full social security number be filed
19 with the Court, except under seal as may be ordered by the Court. The Settlement
20 Administrator shall ensure that the Class Notice and any other communications to Class
21 Members shall not include the Class Members' social security number, except for the last
22 four digits. Class Members may, however, be required to submit a Form W-4 or W-9 as
23 required by the Settlement Administrator for tax reporting purposes.

24 **17. Notice of Class Action Settlement.**

25 A. Within seven (7) calendar days after the Settlement Administrator receives
26 the Class List from Defendants, the Settlement Administrator will first update all addresses
27 using the National Change of Address System (NCOA) and then mail to all Class
28 Members, via first-class United States Mail, the following documents: (a) the Notice of

1 Class Action, Exhibit A; (b) the Notice of Estimated Individual Settlement Payment,
2 Exhibit B; and (c) the Exclusion Request Form, Exhibit C (collectively, the “Notice
3 Packet”). The envelope in which the Notice Packet is mailed will clearly state that it
4 concerns a class action and the recipient could be entitled to a cash payment.

5 B. In the event a Notice Packet is returned with a forwarding address, the
6 Settlement Administrator will re-send the Notice Packet to the forwarding address. In the
7 event of returned or non-deliverable Notice Packets without a forwarding address, the
8 Settlement Administrator will make reasonable efforts to locate Class Members through
9 skip-tracing services offered by publicly-available databases and will re-send the Notice
10 Packets to the best available address after performing the skip-tracing. It will be
11 conclusively presumed that a Class Member’s Notice Packet was received if the Notice
12 Packet has not been returned within forty-five (45) days of the mailing of the Notice
13 Packet to the Class Member.

14 C. In the event the procedures set forth herein are followed and the intended
15 recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient
16 will be a Participating Class Member and will be bound by all terms of this Settlement and
17 the Order Granting Final Approval entered by the Court.

18 D. Each Class Member will have sixty (60) calendar days from the date the
19 Notice Packet is originally mailed to submit a dispute, opt-out, and/or object to the
20 Settlement. This date is called the “Objection/Exclusion Deadline” or “Response
21 Deadline.” In the event that a Notice Packet is re-mailed to a Class Member because the
22 first one was undeliverable, the Class Member shall have an additional fifteen (15)
23 calendar days beyond the Response Deadline to submit a valid dispute, opt-out, and/or
24 object to the Settlement. The procedures regarding disputes, opting out, and objecting to
25 the Settlement are set forth below.

26 **18. Dispute Procedures -- Resolution Regarding Weeks of Employment.**

27 A. Each Class Member will receive a Notice of Estimated Individual Settlement
28 Payment, Exhibit B, which will specify the weeks worked for that Class Member for which

1 he or she is being credited for purposes of this Settlement as well as the Class Member's
2 employment status (current or former employee).

3 B. Class Members will be entitled to dispute their number of weeks worked
4 and/or their employment status as reported on their Notice of Estimated Individual
5 Settlement Payment. A space will be provided on the Notice of Estimated Individual
6 Settlement Payment for Class Members to raise such disputes. For a Class Member's
7 dispute to be considered, the Class Member must fully complete the Notice of Estimated
8 Individual Settlement Payment and timely return it to the Settlement Administrator. To
9 fully complete the Notice of Estimated Individual Settlement Payment, the Class Member
10 must: (a) specify their dates of employment, their claimed number of weeks worked, job
11 position, and work location in the space provided; (b) print their name; and (c) date and
12 sign it.

13 C. Class Members will have no more than sixty (60) days after the date when
14 the Notice Packet was originally mailed by the Settlement Administrator to mail to the
15 Settlement Administrator a dispute concerning their weeks worked and/or employment
16 status during the Class Period, with any supporting evidence the Class Member may have.
17 The date of the postmark on the return mailing envelope shall be the exclusive means used
18 to determine whether a dispute has been timely submitted to the Settlement Administrator.

19 D. Within seven (7) calendar days of receiving a dispute concerning a Class
20 Member's weeks worked and/or employment status, the Settlement Administrator shall
21 review all information and documents (if any) received from the Class Member in support
22 of the Class Member's dispute, and within seven (7) calendar days of receiving that
23 information the Settlement Administrator shall inform Class Counsel and Defendants'
24 counsel of its decision as to whether it accepts or rejects the dispute. Class Counsel and
25 Defendants' counsel stipulate to timely and effectively cooperate to resolve any
26 disagreements regarding disputed weeks worked or the Settlement Administrator's
27 inquiries. In the event Class Counsel and Defendants' counsel are not able to reach
28

1 agreement regarding a dispute, either party may request that the Court make a final
2 decision.

3 E. Within seven (7) calendar days of the Settlement Administrator's decision,
4 the Settlement Administrator will provide a written explanation entitled "Notice Regarding
5 Disputed Weeks Worked" to the Class Member who disputed his or her weeks worked
6 and/or employment status. The Notice Regarding Disputed Weeks Worked will inform the
7 Class Member of any change to his or her weeks worked. The Class Member shall have
8 seven (7) calendar days after the date the Notice Regarding Disputed Weeks Worked is
9 postmarked to complete and mail an Exclusion Request Form to the Settlement
10 Administrator (pursuant to the opt-out steps set forth below). If, within that seven (7) day
11 time period, the Class Member does not mail a valid Exclusion Request Form to the
12 Settlement Administrator, the Class Member shall be deemed a Participating Class
13 Member and will be paid in accordance with the Class Member's weeks worked as noted
14 on the Notice Regarding Disputed Weeks Worked.

15 F. Upon resolution by Defendants' counsel and Class Counsel of all disputes
16 regarding weeks worked, the Settlement Administrator will prepare an updated Class List.
17 Any changes to a Class Member's weeks worked will be reflected in the total weeks
18 worked for the entire Class on the updated Class List. For example, if Class Member A
19 successfully disputes his weeks worked and his weeks worked is consequently increased
20 by two weeks, the total weeks worked for the entire Class will also be increased by two
21 weeks for purposes of calculating Individual Settlement Payments.

22 **19. Opt-Out Procedures -- Requests for Exclusion.**

23 A. The Class Notice will notify all Class Members of their right to opt out of the
24 Settlement.

25 B. Any Class Member (other than the Class Representative) who wishes to be
26 excluded (*i.e.*, to opt out) from the Settlement must submit a completed Exclusion Request
27 Form to the Settlement Administrator on or before the Objection/Exclusion Deadline. To
28 be valid, the Exclusion Request Form must: (a) reference the name and address of the

1 person requesting exclusion; (b) be dated and signed by the person requesting exclusion;
2 and (c) be postmarked no later than the Objection/Exclusion Deadline. The date of the
3 postmark on the return mailing envelope shall be the exclusive means used to determine
4 whether an Exclusion Request Form has been timely submitted.

5 C. Any Class Member who mails a valid and timely Exclusion Request Form
6 will, upon receipt thereof by the Settlement Administrator, no longer be a Participating
7 Class Member, he/she will receive no Class Member Payment, and none of his or her
8 individual claims, causes of action or rights will be released by virtue of this Settlement
9 Agreement. However, if a Class Member who mails a valid and timely Exclusion Request
10 Form is also a PAGA Group Member, the Class Member will still receive his or her PAGA
11 Penalty Payment and still fully release the PAGA Claims by operation of the Court's Order
12 Granting Final Approval.

13 D. Any Class Member Payment that would have been paid to a Class Member
14 but for that Class Member opting out of the Settlement will be included in the Net
15 Settlement Amount and distributed to the Participating Class Members.

16 E. Failure to timely submit a completed Exclusion Request Form will result in a
17 Class Member being conclusively deemed a Participating Class Member fully bound by
18 the terms of the Settlement.

19 F. If a Class Member submits a timely dispute concerning his or her weeks
20 worked and/or employment status as reflected on his or her Notice of Estimated Individual
21 Settlement Payment and submits a timely Exclusion Request Form, the Exclusion Request
22 Form will be invalid (unless postmarked later than the date the Class Member submits his
23 or her dispute on the Notice of Estimated Individual Settlement Payment) and such Class
24 Member will be considered a Participating Class Member.

25 **20. Objection Procedures -- Objections to the Settlement.**

26 A. The Class Notice will provide that Class Members who wish to object to the
27 Settlement must mail to the Settlement Administrator a written Objection.

28 B. To be valid, such Objection must be mailed to the Settlement Administrator

no later than the Response Deadline. To be valid, the Objection must include the Class Member's name, the basis for their objection to the Settlement, and their signature. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether an Objection has been timely submitted. The Settlement Administrator will promptly forward by e-mail any such Objection to the Parties' respective counsel. Class Counsel will lodge a copy of the Objections, if any, with the Court. Unless otherwise allowed by the Court in its discretion, no Class Member will be entitled to be heard at the Final Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objection or briefs submitted by any Class Member will be received or considered by the Court at the Final Fairness Hearing unless, no later than the Response Deadline, the Class Member mails to the Settlement Administrator an Objection as set forth above. Unless otherwise ordered by the Court in its discretion, any Class Member who fails to timely mail an Objection to the Settlement Administrator will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

21. Verification of Dissemination of Notice of Class Action.

The Settlement Administrator will verify, in writing, that the Notice Packets have been disseminated in accordance with the Court's Order Granting Preliminary Approval, and will provide such verification to Class Counsel and Defendants' counsel no later than twenty (20) calendar days prior to the date of the Final Fairness Hearing. The Settlement Administrator will provide that verification in the form of a declaration, which shall also include, as an attachment, any timely Objections received by the Settlement Administrator.

22. Reporting.

The Settlement Administrator will provide written notice to Class Counsel and Defendants' counsel of all disputes concerning weeks worked, Requests for Exclusion, and Objections it receives, within three (3) calendar days of receiving such items.

23. No Encouraging Class Members Not To Participate.

No Party will directly or indirectly, through any person or entity, encourage any

1 Class Member not to participate in this Settlement.

2 **24. Verification Of Weeks Worked.**

3 A. Defendants have represented that, during the Class Period, the Class worked
4 approximately 44,000 workweeks. If the actual workweeks during this timeframe exceed
5 44,000 by more than 10%, the Gross Settlement Amount will be increased proportionally
6 by the workweeks in excess of 10%. For example, if the actual workweeks during this
7 timeframe exceed 44,000 by 12%, the Gross Settlement Amount will be increased by 2%.

8 B. Actual weeks worked by the Class during the Class Period shall be
9 determined by the Settlement Administrator within seven (7) days after receiving the Class
10 List, and said calculation of workweeks will be deemed determinative.

11 **25. Final Fairness Hearing.**

12 On the date set forth in the Notice of Class Action (or as continued by the Court in
13 its discretion), a Final Fairness Hearing will be held before the Court in order to: (1)
14 review this Settlement Agreement and determine whether the Court should give it final
15 approval; and (2) consider any timely objections to the Settlement and all responses by the
16 Parties to such objections. At the Final Fairness Hearing, the Parties will ask the Court to
17 approve the Settlement Agreement and to enter judgment accordingly.

18 **26. Listing of Individual Settlement Amounts.**

19 Within seven (7) calendar days after the Court files the Order Granting Final
20 Approval, the Settlement Administrator will provide to Class Counsel and Defendants'
21 counsel a proceeds list showing the Individual Settlement Payment for each Participating
22 Class Member/PAGA Group Member, identified by the applicable employee or other
23 identification number, who will receive settlement proceeds ("Proceeds List"). The
24 Proceeds List will include a calculation of all employer payroll taxes and obligations,
25 which shall be separately funded by Defendants.

26 **27. Two Installments.**

27 The Settlement will be funded by Defendants in two installments, in accordance
28 with Paragraph 28 of this Agreement.

1 **28. Funding & Payment Dates.**

2 First Installment

3 A. Within sixty-five (65) calendar days of the Effective Settlement Date (the “First
4 Funding Date”), Defendants shall cause to be paid to the Settlement Administrator (i) ½ of
5 the Gross Settlement Amount (inclusive of any increase required by Paragraph 24), and (ii)
6 the employer’s tax burdens associated with the portion of the Individual Settlement
7 Payments being paid out as wages in the first installment, which shall be calculated by the
8 Settlement Administrator.

9 B. Within fourteen (14) calendar days of the First Funding Date, the Settlement
10 Administrator will cause to be paid: (i) ½ of the Individual Settlement Payments, (ii) ½ of
11 the Enhancement awarded by the Court; (iii) ½ of the attorney’s fees and costs awarded by
12 the Court, (iv) ½ of the LWDA’s portion of the PAGA Payment, and (v) ½ of the
13 Settlement Administrator Costs awarded by the Court.

14 Second Installment

15 C. Within 365 calendar days of the First Funding Date (the “Second Funding
16 Date”), Defendants shall cause to be paid to the Settlement Administrator (i) the remaining
17 ½ of the Gross Settlement Amount (inclusive of any increase required by Paragraph 24),
18 and (ii) the employer’s tax burdens associated with the portion of the Individual Settlement
19 Payments being paid out as wages in the second installment, which shall be calculated by
20 the Settlement Administrator.

21 D. Within fourteen (14) calendar days of the Second Funding Date, the Settlement
22 Administrator will cause to be paid: (i) the remaining ½ of the Individual Settlement
23 Payments, (ii) the remaining ½ of the Enhancement awarded by the Court; (iii) the
24 remaining ½ of the attorney’s fees and costs awarded by the Court, (iv) the remaining ½ of
25 the LWDA’s portion of the PAGA Payment, and (v) the remaining ½ of the Settlement
26 Administrator Costs awarded by the Court.

27 **29. Individual Settlement Payment – Check Cashing/Endorsing Deadlines.**

28 A. The checks for all Individual Settlement Payments will indicate on their face

1 that they are void if not negotiated within one hundred and eighty (180) days of their
2 issuance. In the event a settlement check is returned to the Settlement Administrator with
3 a forwarding address, the settlement check will be forwarded to the forwarding address. In
4 the event a settlement check is returned to the Settlement Administrator without a
5 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
6 reasonable efforts to search for a better address and re-mail the returned check, if possible.
7 If the search does not provide a better address, or if the settlement check is ultimately
8 returned without a forwarding address, neither Defendants, Class Counsel nor the
9 Settlement Administrator shall be required to take further action to achieve delivery of the
10 check to the Class Member. If within that 180-day period the Class Member contacts the
11 Settlement Administrator, or if Class Counsel does so on his or her behalf, the settlement
12 check will be reissued and mailed to the address the Class Member (or Class Counsel)
13 provides. Any such reissued settlement checks will indicate on their face that they are void
14 if not negotiated within one hundred and eighty (180) days of their issuance.

15 B. Any monies not able to be delivered to a Class Member after one address
16 follow-up on returned mail and any uncashed Individual Settlement Payments remaining
17 after the check-cashing period expires will escheat to the State of California, Unclaimed
18 Property Division, in the name of the corresponding Class Member.

19 **30. Deadlines.**

20 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State
21 Court holiday, the deadline will be automatically extended to the next regular business
22 day. Unless otherwise specified herein, all references to “days” shall mean calendar days.

23 **CONTINUING JURISDICTION OF THE COURT**

24 **31. Continuing Jurisdiction.**

25 Pursuant to California Rules of Court, Rules 3.769 and 3.771, this Settlement
26 Agreement will be subject to approval by the Court and will be enforceable by the Court
27 pursuant to California Code of Civil Procedure section 664.6. Even after the Order
28 Granting Final Approval and notwithstanding it, the Court will have and retain continuing

1 jurisdiction over the Class Action and over all Parties, Participating Class Members and
2 PAGA Group Members, to the fullest extent necessary or convenient to enforce and
3 effectuate the terms and intent of this Settlement Agreement and all matters provided for in
4 it, and to interpret it.

5 **MUTUAL COOPERATION**

6 **32. Cooperation Obligations.**

7 The Parties will fully cooperate with each other to accomplish the terms of this
8 Settlement Agreement, including, but not limited to, providing additional evidence,
9 executing additional documents, and/or taking such other action as may be reasonably
10 necessary to obtain the Court's approval of the Settlement or implement it. Defendants
11 and its counsel will provide cooperation to the Class Representative and her counsel in the
12 event the Court requires additional information and/or documentation before preliminary
13 or final approval is granted.

14 **NON-ADMISSION SETTLEMENT**

15 **33. No Admissions.**

16 Nothing in this Settlement Agreement will constitute or be considered an admission
17 by or on behalf of Defendants, or any of the Released Parties, of any wrongdoing or
18 liability or of the accuracy of any allegation made in connection with this Class Action.

19 **WITHDRAWAL, NULLIFICATION OR INVALIDATION**

20 **34. Withdrawal.**

21 A. If prior to the Final Fairness Hearing, persons who otherwise would be
22 members of the Class have filed timely requests to opt out as outlined herein, and if such
23 persons in the aggregate amount to a number greater than fifteen percent (15%) of the total
24 number of Class Members, Defendants shall have thirty (30) days thereafter to cancel this
25 Settlement by mailing written notice to Class Counsel, John M. Scheppach of Scheppach
26 Bauer PC, 23181 Verdugo Drive Suite 105-A, Laguna Hills CA 92653. To be effective,
27 Defendants must provide said written notice at least thirty (30) calendar days prior to the
28 date set for the Final Fairness Hearing.

1 B. In the event Defendants elect to withdraw pursuant to Paragraph 34(A),
2 Defendants will not be responsible for paying any settlement amounts, Enhancement,
3 attorneys' fees or costs. Defendants, however, will be solely responsible for the Settlement
4 Administrator Costs incurred as of the date of withdrawal. In the event Defendants elect to
5 withdraw pursuant to Paragraph 34(A), this Settlement Agreement will be considered null
6 and void and neither this Settlement Agreement nor any of the related negotiations or
7 proceedings will be of any force or effect and shall be inadmissible in any forum or
8 jurisdiction

9 C. Defendants and its counsel agree that they will not encourage opt outs or
10 communicate negatively about the Settlement to Class Members. A breach of this
11 obligation, as determined by the Court, will negate any right Defendants have to withdraw
12 under Paragraph 34(A).

13 **35. Nullification.**

14 If, after exhausting all efforts: (1) the Court refuses to enter an Order Granting
15 Final Approval or (2) the Court's Order Granting Final Approval is reversed and the Court
16 thereafter refuses to enter an Order Granting Final Approval, then: (a) this Settlement
17 Agreement will be considered null and void; (b) neither this Settlement Agreement nor any
18 of the related negotiations or proceedings will be of any force or effect; and (c) Defendants
19 and Class Counsel shall each be responsible for half of any Settlement Administrator
20 Costs.

21 **36. Invalidation.**

22 Invalidation of any material term of this Settlement Agreement will invalidate this
23 Agreement in its entirety unless the Parties subsequently agree in writing that the
24 remaining provisions will remain in full force and effect. Before declaring any provision of
25 this Agreement invalid, however, the Court shall first attempt to construe the provision in a
26 valid manner to the fullest extent possible consistent with applicable precedents.

27 **37. Appeal from Order of Final Judgment and Order of Dismissal.**

28 In the event of a timely appeal from the Order Granting Final Approval, the Order

1 Granting Final Approval will be stayed and the Individual Settlement Payments and any
2 other payments required hereunder by Defendants will not be paid pending the completion
3 and final resolution of the appeal, and any payment thereafter will: (1) occur only if the
4 Order Granting Final Approval is upheld after all appeals; and (2) be in a manner that is
5 provided for in this Settlement Agreement and in the Order Granting Final Approval.

6 **GENERAL PROVISIONS**

7 **38. Entire Agreement.**

8 This Settlement Agreement constitutes the entire integrated agreement between the
9 Parties relating to the resolution of the Class Action, and no oral representations,
10 warranties or inducements have been made to any Party concerning this Settlement
11 Agreement other than the representations, warranties, and covenants contained and
12 memorialized in this Settlement Agreement. This Settlement Agreement supersedes and
13 replaces any prior memorandum of understanding entered into by the Parties.

14 **39. Authorization to Act.**

15 Class Counsel warrants that he is authorized by the Class Representative, and
16 counsel of record for Defendants warrant that they are authorized by Defendants, to take
17 all appropriate action required or permitted to be taken by such Parties pursuant to this
18 Settlement Agreement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Settlement Agreement.

20 **40. Modification Only in Writing.**

21 This Settlement Agreement may be amended or modified only by a written
22 instrument signed by all Parties or their successors in interest. However, Class Counsel
23 and Defendants' counsel may agree to, and are hereby authorized to, amend or modify the
24 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval (Exhibit
25 D), and the Proposed Order Granting Final Approval (Exhibit E), to conform to any edits
26 requested or recommended by the Court without further signatures of the Parties.

27 **41. Binding on Successors.**

28 This Settlement Agreement is binding upon and will inure to the benefit of the

1 Parties to this Agreement, as well as their respective attorneys, past, present, and future
2 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
3 representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent
4 corporations, subsidiaries, and related or affiliated entities.

5 **42. No Prior Assignments.**

6 The Participating Class Members will be deemed by operation of the Order
7 Granting Final Approval to represent, covenant, and warrant that they have not assigned,
8 transferred, encumbered, or purported to assign, transfer, or encumber to any person or
9 entity any portion of any liability, claim, demand, cause of action or rights herein released
10 and discharged.

11 **43. Governing Law.**

12 All terms of this Settlement Agreement will be governed by and interpreted
13 according to the laws of the State of California, without giving effect to conflicts of laws
14 principles.

15 **44. Counterparts.**

16 This Settlement Agreement may be executed in one or more counterparts.
17 Signatures provided electronically (such as via DocuSign and/or Adobe Sign), by pdf or by
18 facsimile shall have the same force and effect as original “wet” signatures. All executed
19 counterparts and each of them will be deemed to be one and the same instrument. Counsel
20 for the Parties will exchange among themselves signed counterparts.

21 **45. Headings for Convenience Only.**

22 The descriptive headings of any paragraphs or sections of this Settlement
23 Agreement are inserted for convenience of reference only and do not constitute a part of
24 this Settlement Agreement.

25 **46. Construction of this Agreement.**

26 The Parties hereto agree that the terms and conditions of this Settlement Agreement
27 are the result of arms-length negotiations between the Parties and that this Settlement
28 Agreement will not be construed in favor of or against any Party by reason of the extent to

1 which any Party, or his or its counsel, participated in the drafting of this Agreement.
2 Except as expressly provided herein, this Settlement Agreement has not been executed in
3 reliance upon any other oral or written representations or terms and no such extrinsic oral
4 or written representations or terms will modify, vary or contradict the terms of this
5 Settlement Agreement. In entering this Settlement Agreement, the Parties hereto explicitly
6 recognize California Civil Code section 1625 and California Code of Civil Procedure
7 section 1856(a), which provide that a written agreement is to be construed according to its
8 terms and may not be varied or contradicted by extrinsic evidence. The Class
9 Representative and Defendants participated in the negotiation and drafting of this
10 Settlement Agreement and had available to them the advice and assistance of independent
11 counsel. As such, neither the Class Representative, nor any Participating Class Members,
12 nor any PAGA Group Members, nor Defendants may claim that any ambiguity in this
13 Settlement Agreement should be construed against the other.

14 **47. Corporate Signatories.**

15 Any person executing this Settlement Agreement or any related document on behalf
16 of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto
17 that such person has been duly authorized by such corporation to execute this Settlement
18 Agreement or any related document.

19 **48. Representation by Counsel.**

20 All of the Parties hereto acknowledge that they have been represented by counsel
21 throughout all negotiations which preceded the execution of this Settlement Agreement
22 and that this Agreement has been executed with the advice of counsel.

23 **49. Attorneys' Fees and Costs.**

24 Except as otherwise provided herein, the Parties hereto will bear responsibility for
25 their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of
26 or related to this Class Action and this Settlement, and will not seek reimbursement thereof
27 from any Party to this Settlement Agreement. Plaintiff and her counsel covenant not to
28 pursue claims for attorney's fees and costs, or any class representative Enhancement, for

dollar amounts above those stated or provided for in this Agreement.

50. Miscellaneous.

A. The Parties both acknowledge and agree that nothing in this Agreement, nor in any written communication or disclosure between or among them or their Counsel, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended).

B. Defendants agree to refrain from removing, or seeking removal of, the Class Action to federal court.

C. The Parties agree to stipulate to and jointly request a vacatur or continuance of the trial date in the Class Action.

D. Neither the Class Representative nor Class Counsel may disclose this Settlement or the Parties' Settlement terms to any outside third party (except to a settlement administrator) in any manner until the date of the filing of the Motion for Preliminary Approval.

IT IS SO STIPULATED AND AGREED:

PLAINTIFF

Dated: 04/26/24 _____


Tina Poore (Apr 26, 2024 15:15 PDT) _____

TINA POORE

DEFENDANTS

Dated: _____

SONOMA SPECIALTY HOSPITAL, LLC

By: _____

Its: _____

1 dollar amounts above those stated or provided for in this Agreement.

2 **50. Miscellaneous.**

3 A. The Parties both acknowledge and agree that nothing in this Agreement, nor
4 in any written communication or disclosure between or among them or their Counsel, is or
5 was intended to be, nor shall any such communication or disclosure constitute or be
6 construed or be relied upon as, tax advice within the meaning of United States Treasury
7 Circular 230 (31 CFR part 10, as amended).

8 B. Defendants agree to refrain from removing, or seeking removal of, the Class
9 Action to federal court.

10 C. The Parties agree to stipulate to and jointly request a vacatur or continuance
11 of the trial date in the Class Action.

12 D. Neither the Class Representative nor Class Counsel may disclose this
13 Settlement or the Parties' Settlement terms to any outside third party (except to a
14 settlement administrator) in any manner until the date of the filing of the Motion for
15 Preliminary Approval.

16 **IT IS SO STIPULATED AND AGREED:**

17 **PLAINTIFF**

18
19 Dated: _____

20 TINA POORE

21
22 **DEFENDANTS**

23
24 Dated: 22/05/24 SONOMA SPECIALTY HOSPITAL, LLC

25 Manpreet Singh
26 By: Manpreet Singh (May 22, 2024 14:43 PDT)

27 Its: CEO
28

1 Dated: _____ AMERICAN ADVANCED MANAGEMENT, INC.

2

3

By: _____

4

Its: _____

5

6

Dated: _____

AMERICAN ADVANCED MANAGEMENT GROUP,
INC.

7

8

9

By: _____

10

Its: _____

11

12

13

APPROVED AS TO FORM:

14

15

Dated: April 29, 2024

SCHEPPACH BAUER PC

16

By: _____

17


JOHN M. SCHEPPACH
Attorneys for Plaintiff
TINA POORE,
on behalf of herself and
all others similarly situated

18

19

20

21

Dated: _____

KLINEDINST PC

22

By: _____

23

24

LINSDEY N. CASILLAS
GAURAV B. KALRA
Attorneys for Defendants
SONOMA SPECIALTY HOSPITAL,
LLC, AMERICAN ADVANCED
MANAGEMENT, INC., and
AMERICAN ADVANCED
MANAGEMENT GROUP, INC.

25

26

27

28

1 Dated: 22/05/24

AMERICAN ADVANCED MANAGEMENT, INC.

2
3 By: TAMMY THOMPSON

4 Its: CFO/VP OF FINANCE

5
6 Dated: 22/05/24

AMERICAN ADVANCED MANAGEMENT GROUP,
INC.

8
9 By: Shamsher Bhullar
[Shamsher Bhullar \(May 22, 2024 17:37 PDT\)](#)

10 Its: VP of Operations

11
12
13 **APPROVED AS TO FORM:**

14
15 Dated: _____

SCHEPPACH BAUER PC

16 By: _____
17 JOHN M. SCHEPPACH
18 Attorneys for Plaintiff
19 TINA POORE,
20 on behalf of herself and
all others similarly situated

21 Dated: May 29, 2024

KLINEDINST PC

22 By: Linsdey N. Casillas
23 LINSDEY N. CASILLAS
24 GAURAV B. KALRA
25 Attorneys for Defendants
26 SONOMA SPECIALTY HOSPITAL,
27 LLC, AMERICAN ADVANCED
28 MANAGEMENT, INC., and
AMERICAN ADVANCED
MANAGEMENT GROUP, INC.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SONOMA

TINA POORE, an individual, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SONOMA SPECIALTY HOSPITAL, LLC, a
California limited liability corporation; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. SCV-270753

ASSIGNED FOR ALL PURPOSES TO:
HON. CHRISTOPHER M. HONIGSBERG
DEPT 18

NOTICE OF CLASS ACTION SETTLEMENT

**If You Worked At Sonoma Specialty Hospital In California As A Non-Exempt Employee At Any Time
From August 26, 2018, Through January 25, 2024**

You May Be Entitled To Participate In A Class Action Settlement.

The Sonoma County Superior Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or “opt-out”) from this lawsuit, you will not receive any Class Member Payment and will not release any individual claims. (See #17 below.)

**YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE**

Notice of Class Action Settlement
Questions? Call [\[Atticus Administration\]](#)

BASIC INFORMATION

1. Why did I get this notice?

The records of Sonoma Specialty Hospital, LLC show that you work, or used to work, at Sonoma Specialty Hospital in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Tina Poore v. Sonoma Specialty Hospital, LLC*, assigned Sonoma County Case Number SCV-270753 (the “Class Action”). This notice explains the nature of the Class Action, the proposed settlement of the Class Action, and your legal rights to participate in, object to, or opt out of the settlement. Please read this notice carefully as your rights will be affected even if you do nothing.

2. What is a class action?

In a class action, an individual called a “Class Representative” (in this case, Tina Poore) act as Plaintiff and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether the Plaintiff’s case can move forward as a class action depending on various legal criteria. It does not always permit a case to proceed as a class action. If, however, a court determines that Plaintiff’s case can proceed as a class action, the people together become a “Class,” with each person being a “Class Member.” At that point, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (*i.e.*, opt out) from the Class.

THE CLAIMS IN THE CLASS ACTION

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all persons currently or formerly employed at Sonoma Specialty Hospital as non-exempt employees in the State of California at any time from August 26, 2018 to January 25, 2024. These individuals are called “Class Members.” The Class Period is August 26, 2018 to January 25, 2024. “Sonoma Specialty Hospital” means the hospital called “Sonoma Specialty Hospital,” with an address of 501 Petaluma Avenue, Sebastopol, CA 95472.

4. What is the Class Action about?

The Class Action is alleged against Sonoma Specialty Hospital LLC, American Advanced Management, Inc. and American Advanced Management Group, Inc. (the “Defendants”). The Class Action primarily alleges that the Class was not provided all wages owed, including overtime; was not provided meal periods and rest breaks in accordance with the California Labor Code and Wage Orders; was not provided accurate itemized wage statements; was not reimbursed for their work-related expenses; and was not paid all wages due upon separation from employment, as required by California law. The lawsuit also alleges that these actions constituted unfair business practices under California law and lead to civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

5. What is Defendants’ response to the Class Action?

Defendants deny all allegations raised in the Class Action, assert that the case should not proceed as a class action, and assert that they did not violate the law and have no liability for any of the Class Members’ claims.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiff or Defendants are correct. The Court also has not made a determination that the Plaintiff’s case can proceed to trial as a class action. The Court, however, has conditionally certified a settlement Class for the purposes of resolving this lawsuit without further litigation, without any admission

Notice of Class Action Settlement
Questions? Call [Atticus Administration]

of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiff believes that the claims asserted in the lawsuit have merit; Defendants strongly dispute that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Without admitting any wrongdoing, Defendants have agreed to pay \$450,000 (the “Gross Settlement Amount”) to resolve the Class Action. All payments under the Settlement will be disbursed from the Gross Settlement Amount, including the following:

- Payments to the Participating Class Members in the total gross estimated amount of \$203,500 (the “Net Common Fund”). These are called “Class Member Payments.”
- Payments to the PAGA Group Members in the total amount of \$10,000. These are called the “PAGA Penalty Payments.”
- Fees of the third party Settlement Administrator to administer the Settlement, estimated at \$16,500.
- A Service Award payment to the Class Representative, not to exceed \$10,000.
- Plaintiff’s Counsel’s attorney’s fees of up to one-third of the Gross Settlement Amount.
- Plaintiff’s Counsel’s costs in connection with the Class Action, up to \$30,000
- Payment to the California Labor & Workforce Development Agency in the amount of \$30,000.

Any amount not awarded by the Court in Settlement Administrator fees, a Service Award payment, attorneys’ fees or costs will be added to the Net Common Fund. Any uncashed Class Member Payments and any uncashed PAGA Penalty Payments will escheat to the State of California, Unclaimed Property Division, in the name of the corresponding Class Member(s). Please note that, while the Court has preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member? | Who is a PAGA Group Member

A Class Member who does not request to be excluded from the settlement is a “Participating Class Member” and will receive a portion of the Net Common Fund. This means that if you take no action, you will be a Participating Class Member. All Participating Class Members are entitled to receive their Class Member Payment.

A “PAGA Group Member” is a Class Member who worked as a non-exempt employee at Sonoma Specialty Hospital at any time from October 20, 2020 through January 25, 2024 (the “PAGA Period”). If you are a PAGA Group Member, even if you request to be excluded from the Settlement, you will still be entitled to receive your PAGA Penalty Payment.

10. How will Participating Class Members Be Paid? | How Will A PAGA Group Member Be Paid?

For Participating Class Members, each Participating Class Member will receive a pro-rata share of the Net Common Fund based on the number of weeks worked by that Participating Class Member during the Class Period as a ratio

of the total number of weeks worked credited to all Participating Class Members during the Class Period. If a Class Member opts out of the Settlement, his or her Class Member Payment will be redistributed and paid out to the other Participating Class Members.

For PAGA Group Members, each PAGA Group Member will receive a pro-rata share of \$10,000 based on the number of weeks worked by that PAGA Group Member during the PAGA Period as a ratio of the total number of weeks worked credited to all PAGA Group Members during the PAGA Period.

The total amount of settlement money payable to a Class Member under the Settlement is called an “Individual Settlement Payment.” If you are both a Participating Class Member and a PAGA Group Member, your Individual Settlement Payment will include both a Class Member Payment and a PAGA Penalty Payment. Individual Settlement Payments will be issued after the Court grants final approval to the Settlement, and will be paid in two installments, one year apart.

11. How much is my Individual Settlement Payment?

Your anticipated approximate Individual Settlement Payment is listed on the Notice of Estimated Individual Settlement Payment, which you are receiving with this Notice. The exact amount of the Individual Settlement Payment could vary, up or down, depending upon various factors, including among others (1) whether any Class Members dispute the number of weeks credited to them; and (2) whether any additions or deletions are made to the number of Class Members. One-quarter of your Class Member Payment will be treated as W-2 wages. Three-quarters of your Class Member Payment will be paid on a 1099 basis for interest and penalties. Your PAGA Penalty Payment will be treated as 100% penalties and paid on a 1099 basis.

You are entitled to dispute the number of weeks worked that is reported on the enclosed Notice of Estimated Individual Settlement Payment. To submit a valid dispute, you must: (1) complete Section B on the enclosed Notice of Estimated Individual Settlement Payment; (2) provide your name, the date and your signature on the Notice of Estimated Individual Settlement Payment in the spaces specified; and (3) mail the Notice of Estimated Individual Settlement Payment to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 20__**. Any dispute that is postmarked later than [REDACTED], 20__, will be late and invalid and will result in the Class Member being bound by the work weeks and employment status stated in his or her Notice of Estimated Individual Settlement Payment.

12. How will Class Member weeks worked be calculated?

A Class Member will be given credit only for the period of time that the Class Member was employed at Sonoma Specialty Hospital in California as a non-exempt employee during the Class Period. A Class Member’s weeks worked will be rounded up or down to the nearest hundredth decimal place.

13. How much will the Class Representative be paid?

Subject to Court approval, Plaintiff Tina Poore will be paid \$10,000 for her service as Class Representative and for her general release of all known and unknown claims. She will also receive her Individual Settlement Payment.

14. How will the attorneys for the Class be paid?

The attorney for the Class Representative and the Class Members will be paid from the Gross Settlement Amount. The attorney will ask the Court for up to an estimated maximum of \$150,000 (one-third of the Gross Settlement Amount) for his fees, and up to \$30,000 for his costs. The actual amounts will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: DO NOTHING AND BE MAILED A PAYMENT.

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE SETTLEMENT ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the phone number in the footer and/or at the end of this Notice.

16. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, you must mail a written objection to the Settlement Administrator. (No attorneys' fees will be paid by Defendants for your counsel's appearance at the Final Fairness Hearing.) To be valid, your objection must be in writing, contain your name, state the basis for your objection, be signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. The address of the Settlement Administrator appears in Section 23 of this notice. Unless the Court allows otherwise in its discretion, any Class Member who does not mail his/her objection to the Settlement Administrator within the time provided above will be precluded from making any objections to the Settlement in writing or in person.

17. OPTION #3: EXCLUDE YOURSELF FROM THE CLASS.

If you exclude yourself from the Class -- which is sometimes called "opting out" of the Class -- you will not get any Class Member Payment from the settlement. You will not be permitted to object to the Class settlement, but you will retain the right to bring your own individual claims against Defendants.

You may request exclusion by submitting the enclosed Exclusion Request Form to the Settlement Administrator. To be valid, your Exclusion Request Form must contain your name and address, be dated and signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. Any Exclusion Request Form that it is postmarked later than [REDACTED], 20__, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

Please note that if you are a PAGA Group Member and you submit a request for exclusion, you will still release the PAGA Claims discussed below, and you will still be entitled to receive your PAGA Penalty Payment. A PAGA Group Member cannot exclude themselves from the settlement of the PAGA Claims. The PAGA Claims are not individual claims, but rather government claims.

18. Will my decision whether to participate in the Settlement affect my employment with Defendants?

No. Defendants are prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a valid Exclusion Request Form will be deemed to have fully, finally, and forever released the "Released Parties" from all claims, causes of action, and forms of relief which are asserted in the Complaint or that could have been asserted based on the facts alleged in the Complaint, including claims for unpaid wages, failure to pay minimum wages, failure to pay overtime compensation wages, failure to provide meal periods, failure to pay meal period premium

pay, failure to provide rest periods, failure to pay rest period premium pay, failure to pay waiting-time penalties to separated employees, failure to reimburse expenses, failure to maintain records, failure to provide accurate itemized wage statements, claims for violation of the California Labor Code (including §§ 201-203, 204, 218, 226(a), 226.7, 256, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1199, and 2802 thereof), claims for violation of all similar provisions or requirements of local or California law (including the provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for violations of all similar provisions or requirements of federal law (including 29 U.S.C. § 206, 207, and 216), which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. These claims are referred to as the “Covered Claims.”

The “Complaint” means the First Amended Complaint filed in the Class Action on June 27, 2022. The “Released Parties” means Defendants, their affiliates, parents and subsidiaries and their predecessors, successors, assigns, owners, shareholders, members, officers, directors, agents, and attorneys.

When the Court grants final approval of this Settlement, all PAGA Group Members will be deemed to have fully, finally, and forever released the Released Parties from any civil penalties under PAGA arising from the Covered Claims during the PAGA Period. These claims are referred to as the “PAGA Claims.”

20. What will happen at the Final Fairness Hearing?

A Final Fairness Hearing will be held on [REDACTED], at [REDACTED] in Department 18 of the Sonoma County Superior Court, located at the 3055 Cleveland Avenue, Santa Rosa, CA 95403. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (iii) the amount of the attorney’s fees and costs awarded to Class Counsel; (iv) the amount of administrator fees awarded to the Settlement Administrator; and (v) the amount awarded to Plaintiff for her class representative services.

At the Final Fairness Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. Please note that the Court may continue the Final Fairness Hearing to a later date without notice to the Class. For updated information, including any changes in the date of the Final Fairness Hearing, please contact the Settlement Administrator.

21. Should I get my own lawyer in this case?

The Court has approved John M. Scheppach of Scheppach Bauer PC as Class Counsel.

Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

GETTING MORE INFORMATION

22. Who are the attorneys representing the parties?

Attorneys For Plaintiff And The Class Members Are:

SCHEPPACH BAUER PC

John M. Scheppach, Esq.
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Tel: (949) 209-8880 | Fax: (949) 358-7884

Attorneys For Defendants Are:

KLINEDINST PC

Lindsey N. Casillas, Esq.
Guarav B. Kalra, Esq.
801 K Street, Suite 2100
Sacramento, CA
Tel: (916) 282-0100 | Fax: (916) 444-7544

Notice of Class Action Settlement
Questions? Call [Atticus Administration]

*Attorneys for Defendants cannot speak with Class Members regarding the settlement without prior consent from Class Counsel.

23. Who is the Settlement administrator?

The Settlement Administrator is Atticus Administration, LLC. The Settlement Administrator can be contacted at:

Poore v. Sonoma Specialty Hospital, LLC
c/o Atticus Administration



24. How can I get more information?

If you would like more information or have questions, you may:

- Contact the attorneys for Plaintiff and the Class Members (see contact information listed above).
- Contact the Settlement Administrator (see contact information listed above).
- Visit the website of Sonoma County Superior Court (www.sonoma.courts.ca.gov) and click on the “Court Case Portal” field. Thereafter, you will need to click “Access the Portal” and then “Accept.” You will then land on the portal page where you can click “Smart Search.” In the search bar area, enter the case number SCV-270753, check the box “I’m not a robot,” and then click “Submit.” It will take you to a new page where you can click on the case number (SCV-270753) and see information about this case.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS’ ATTORNEYS ABOUT THIS NOTICE.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SONOMA

TINA POORE, an individual, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SONOMA SPECIALTY HOSPITAL, LLC, a
California limited liability corporation; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. SCV-270753

ASSIGNED FOR ALL PURPOSES TO:

HON. CHRISTOPHER M. HONIGSBERG

DEPT 18

**NOTICE OF ESTIMATED INDIVIDUAL
SETTLEMENT PAYMENT**

TO CLASS MEMBER <NAME>:

A. YOUR ESTIMATED SETTLEMENT AMOUNT.

You have received this Notice because you are a Class Member in this Class Action. You are a Class Member if, at any time from August 26, 2018 through January 25, 2024 (the "Class Period") you worked at Sonoma Specialty Hospital in California as a non-exempt employee. All Class Members who do not submit a timely and valid Request For Exclusion from the Settlement will be paid a pro-rata share of the Net Common Fund established for this Settlement. In addition, all PAGA Group Members (defined in the Class Notice) are entitled to receive a pro-rata share of \$10,000.

Under the terms of the Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <\$ >, minus all applicable employee tax deductions, after the Court approves the Settlement. Your Individual Settlement Payment reflected on this Notice is only an estimate. The exact amount of your settlement payment could vary, up or down. Your Individual Settlement Payment will be issued to you in two installments, approximately one (1) year apart.

Your Individual Settlement Payment is based on the number of weeks you were employed at Sonoma Specialty Hospital in a Class Position during the Class Period. A "Class Position" is any non-exempt position at Sonoma Specialty Hospital in California.

Based on information available to Defendants, you have been credited with <# of WEEKS> weeks worked in a Class Position for purposes of calculating your Individual Settlement Payment, and as of January 25, 2024 you [are/were] a [current/former] employee of Sonoma Specialty Hospital.

The weeks credited to you under the Settlement were calculated by dividing the total number of calendar days that you were employed in a Class Position during the Class Period by seven (7). That calculation was rounded to the nearest hundredth decimal place. If your employment was terminated (voluntarily or

involuntarily) during the Class Period, the weeks credited amount above includes one (1) additional week as consideration for statutory penalties under Labor Code section 203. Likewise, if you are a PAGA Group Member and your employment terminated (voluntarily or involuntarily) during the PAGA Period, the weeks credited amount above includes one (1) additional week as consideration for civil penalties arising under Labor Code section 203. The “PAGA Period” is October 20, 2020 through January 25, 2024.

The weeks worked credited to you under the Settlement do not include any period of time that you may have worked in a position other than a Class Position, or any time worked outside the Class Period.

B. IF YOU DISPUTE YOUR WEEKS WORKED OR EMPLOYMENT STATUS STATED ABOVE.

Complete this Section ***ONLY IF*** you dispute the information set forth in Section A above regarding your weeks worked and/or employment status as a current/former employee. To dispute your weeks worked, you must provide information establishing that the weeks worked number stated above is incorrect.

To submit a valid dispute, in the space below, you must provide your specific dates of employment, the number of weeks you believe you worked in a Class Position, your job position(s), and work location (if you need more space, you may attach any additional information that you like):

To submit a valid dispute, you must print your name, sign and date this form in the spaces provided below. By signing your name below you are certifying that the information you are providing to support your dispute is true and correct to the best of your knowledge. **To be considered a valid dispute, you must mail this completed document to the Settlement Administrator at the address listed below so that it is postmarked no later than [DATE].** Please include in your mailing any record you have that supports your dispute.

C. TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION OR SUBMIT THIS FORM.

If you do not want to dispute the number of weeks worked being credited to you, you do not need to take any further action to be eligible for an Individual Settlement Payment. An Individual Settlement Payment will be mailed to you after the Settlement goes into effect.

UNLESS YOU ARE DISPUTING YOUR WEEKS WORKED INFORMATION SPECIFIED ABOVE, YOU DO NOT NEED TO TAKE ANY ACTION.

To submit a dispute, return this completed form BY FIRST CLASS, U.S. MAIL, TO:

Poore v. Sonoma Specialty Hospital, LLC
c/o Atticus Administration

Print Name: _____

Signature: _____

Date: _____

EXHIBIT C

EXCLUSION REQUEST FORM

Poore v. Sonoma Specialty Hospital, LLC
Superior Court of California, County of Sonoma, SCV-270753

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM
PARTICIPATING IN THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Tina Poore v. Sonoma Specialty Hospital, LLC*, assigned Sonoma County Superior Court Case Number SCV-270753.

Please note: Any person who submits this form will not receive a Class Member Payment. However, if you are PAGA Group Member, you will still be entitled to your PAGA Penalty Payment, and you will release the PAGA Claims even if you submit this form.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN
_____, 20__, AND MAILED TO THE SETTLEMENT ADMINISTRATOR
AT:**

Poore v. Sonoma Specialty Hospital, LLC
c/o Atticus Administration



EXHIBIT D

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH (BAR NO. 240633)
jmscheppach@sbpc.law
THOREY M. BAUER (BAR NO. 234813)
tbauer@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Phone: (949) 209-8880 | Fax: (949) 358-7884

KLINEDINST PC
LINDSEY N. CASILLAS (BAR NO. 26988)
lcasillas@klinedinstlaw.com
GUARAV B. KALRA (BAR NO. 219483)
bkalra@klinedinstlaw.com
801 K Street, Suite 2100
Sacramento, CA 95814
Phone: (916) 282-0100 | Fax: (916) 444-7544

Attorneys for Defendants
SONOMA SPECIALTY HOSPITAL, LLC, AMERICAN ADVANCED
MANAGEMENT, INC., and AMERICAN ADVANCED MANAGEMENT GROUP,
INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SONOMA

TINA POORE, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

SONOMA SPECIALTY HOSPITAL, LLC, a
California limited liability company; and
DOES 1 through 25, inclusive,

Defendants,

Case No.: SCV-270753

ASSIGNED FOR ALL PURPOSES TO:
Christoper M. Honigsberg
Department 18

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: May 6, 2022
1st Amended Complaint Filed: June 27, 2022
DOE Amendments: Nov. 30, 2023
Trial Date: October 4, 2024

1 **ORDER GRANTING PRELIMINARY APPROVAL**

2 This matter came on for hearing on _____, at _____ in Department 18 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement,
4 upon the terms and conditions set forth in the Stipulation and Agreement for Class Action
5 Settlement (“Settlement Agreement” or “Settlement”) between Plaintiff and Defendants, a
6 copy of which is attached as **Exhibit “1”** to the Memorandum filed in Support of the Motion
7 For Preliminary Approval.

8 The Court, having fully reviewed the Motion for Preliminary Approval; the
9 Memorandum and Declarations filed in support thereof; the Settlement Agreement and all
10 exhibits thereto, including the Notice of Class Action Settlement (“Class Notice”); and in
11 recognition of the Court’s duty to make a preliminary determination as to the reasonableness
12 of any proposed class action settlement and, if preliminarily determined to be reasonable, to
13 ensure proper notice is provided to Class Members in accordance with due process
14 requirements, and to set a Final Fairness Hearing regarding the proposed settlement, and
15 having heard the argument of Counsel for the respective parties,

16 **THE COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDER:**

17 It appears to the Court on a preliminary basis that the Settlement is fair and reasonable
18 to the Class; it further appears that significant investigation, research, and litigation has been
19 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
20 respective positions; it further appears that settlement at this time will avoid substantial
21 costs, delay and risks that would be presented by the further prosecution of the litigation; it
22 further appears that the proposed Settlement has been reached as the result of intensive,
23 serious and non-collusive negotiations between the Parties.

24 ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR
25 PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT
27 HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY.

1 **THE COURT FURTHER FINDS AS FOLLOWS:**

2 1. The Court finds on a preliminary basis that the Settlement Agreement,
3 incorporated by this reference and made a part of this Order Granting Preliminary Approval,
4 is within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are
6 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil
7 Procedure.

8 2. The Court notes that Defendants Sonoma Specialty Hospital, LLC, American
9 Advanced Management, Inc. and American Advanced Management Group, Inc.
10 (“Defendants”) have agreed to a cash settlement and to create a Common Fund from which
11 all disbursements under the Settlement are to be paid.

12 3. The Court finds that the elements of numerosity, commonality, typicality, and
13 adequacy have been established to support conditional certification of the Class for
14 settlement purposes, with Plaintiff acting as Class Representative.

15 4. The Court hereby appoints, for settlement purposes, Plaintiff Tina Poore as
16 Class Representative. The Court further finds that John M. Scheppach of Scheppach Bauer
17 PC has established adequacy to be appointed as Class Counsel, and he is hereby appointed
18 as Class Counsel.

19 5. The Class provisionally certified by this Order for settlement purposes
20 includes all persons currently or formerly employed at Sonoma Specialty Hospital as non-
21 exempt employees in the State of California at any time from August 26, 2018 to January
22 25, 2024.

23 6. The Court finds that the proposed manner of notice is adequate.

24 7. The Court approves Atticus Administration, LLC to serve as the Settlement
25 Administrator.

26 8. The Court approves the proposed “Notice Packet,” consisting of the Class
27 Notice (Exhibit A to the Settlement), the Notice of Estimated Individual Settlement Payment
28 (Exhibit B to the Settlement), and the Exclusion Request Form (Exhibit C to the Settlement),

1 and orders them to be mailed to Class Members.

2 9. The Court finds that the Class Notice constitutes the best notice practicable
3 under the circumstances and is in compliance with the laws of the State of California and, to
4 the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Class Members
6 of all material elements of the proposed Class Action Settlement, of each Class Member's
7 right to be excluded from the Class, and each Class Member's right and opportunity to object
8 to the proposed Class Action Settlement. The Class Notice adequately advises the Class
9 about:

- 10 A. the Class Action;
11 B. the Settlement terms and the benefits available to each Class Member;
12 C. each Class Member's right to object and/or "opt out," and the timing
13 and procedures for doing so;
14 D. the conditional certification of the Class for settlement purposes only;
15 E. preliminary Court approval of the proposed Settlement;
16 F. timing and procedures for distributing the settlement funds; and
17 G. the date of the Final Fairness Hearing, as well as the rights of members
18 to submit objections and appear in connection with said hearing.

19 Accordingly, the Court hereby approves the proposed notices to the Class and finds
20 that mailing to the last known address of members of the Class, as specifically described
21 within the Settlement Agreement, constitutes an effective method of notifying Class
22 Members of their rights with respect to the Class Action and proposed Settlement.

23 **THE COURT FURTHER ORDERS AS FOLLOWS:**

24 10. Defendants shall, within fifteen (15) calendar days after this signed Order
25 Granting Preliminary Approval is filed, provide the Settlement Administrator with the Class
26 List as defined in the Settlement.

27 11. The Settlement Administrator shall, within seven (7) calendar days after the
28 Settlement Administrator receives the Class List from Defendants, update all addresses

1 using the National Change of Address System (NCOA) and mail to all Class Members, via
2 first-class United States Mail, the Notice Packet. The envelope that the Notice Packet is
3 mailed in will clearly state that it concerns a class action and the recipient could be entitled
4 to a cash payment. In the event of returned or non-deliverable Notice Packets, the Settlement
5 Administrator will make reasonable efforts to locate Class Members and re-send the Notice
6 Packet, if possible. In the event of returned or non-deliverable Notice Packets, the
7 Settlement Administrator will make reasonable efforts to locate Class Members through
8 skip-tracing services offered by publicly-available databases and, if possible, will re-send
9 the Notice Packet to the best available address after performing the skip-tracing. It will be
10 conclusively presumed that a Class Member's Notice Packet was received if the Notice
11 Packet has not been returned within forty-five (45) days of the mailing of the Notice Packet
12 to the Class Member.

13 12. Any Exclusion Request Form must be postmarked no later than sixty (60) days
14 after the Notice Packet is first mailed to the Class Member ("Response Deadline") and must
15 be received by the Settlement Administrator to be valid.

16 13. Any dispute submitted by a Class Member regarding the status of employment
17 or number of weeks worked credited to that Class Member under the Settlement must be
18 postmarked no later than sixty (60) days after the date when the Notice Packet is first mailed
19 to the Class Member and must be received by the Settlement Administrator to be considered.
20 The Settlement Administrator must review all disputes with the Parties in accordance with
21 the terms of the Settlement. The Settlement Administrator must send each Class Member
22 written notice of the decision regarding his or her dispute. The Class Member shall have
23 seven (7) calendar days after the date the written notice of the decision is postmarked to opt
24 out of the Settlement by mailing a Request For Exclusion to the Settlement Administrator.
25 If, within that seven (7) calendar day time period, the Class Member does not mail a valid
26 Request for Exclusion to the Settlement Administrator, the Class Member shall be deemed
27 a Participating Class Member and will be paid in accordance with the Class Member's weeks
28 worked as noted in the written notice of the decision.

1 14. Objections, if any, to the Settlement by a Class Member shall be mailed to the
2 Settlement Administrator no later than sixty (60) days after the Notice Packet is first mailed
3 to the Class Member. Such objection must contain the Class Member's name, the basis for
4 their objection to the Settlement, and their signature.

5 15. In the event that a Notice Packet is re-mailed to a Class Member because the
6 first one was undeliverable, the Class Member shall have an additional fifteen (15) calendar
7 days beyond the Response Deadline to submit a valid opt-out, dispute, and/or objection to
8 the Settlement.

9 16. Class Members do not have to submit any Claim Forms since this is not a
10 claims-made settlement.

11 17. The Final Fairness Hearing shall be held at _____ on _____,
12 in Department 18 of the Sonoma County Superior Court, located at 3055 Cleveland Avenue,
13 Santa Rosa, CA 95403, to consider the fairness, adequacy and reasonableness of the
14 Settlement preliminarily approved by this Order Granting Preliminary Approval, and to
15 consider the request of Class Counsel for an award of attorneys' fees and costs, and the Class
16 Representative's Enhancement. The Court may continue the Final Fairness Hearing to
17 another date at its discretion.

18 18. No later than twenty (20) days before the Final Fairness Hearing, the
19 Settlement Administrator shall provide to counsel for the Parties a Declaration confirming
20 that the Notice Packets have been disseminated in accordance with this Order Granting
21 Preliminary Approval and including a complete list of all individuals who have timely
22 requested exclusion from the Class (opt-outs), and any objections to the Settlement. Class
23 Counsel shall file the Declaration with the Court as part of the Motion for Final Approval.

24 19. Any Party to this case, including any Class Member who has not submitted a
25 valid and timely Request for Exclusion, may be heard in support of, or in opposition to, the
26 Court's determination of the good faith, fairness, reasonableness and adequacy of the
27 Settlement, the requested attorney's fees and costs, the requested Class Representative's
28 Enhancement, and any Order Granting Final Approval regarding such Settlement, fees, costs

1 and Enhancement; provided, however, that no person, except Class Counsel and counsel for
2 Defendants, shall be heard regarding such matters unless such person has complied with the
3 conditions set forth in the Class Notice or as the Court otherwise allows in its discretion.

4 20. All briefs and materials in support of an Order Granting Final Approval and a
5 request for attorney's fees and costs and the Class Representative's Service Award shall be
6 filed with this Court no later than ten (10) court days before the date set for the Final Fairness
7 Hearing. Likewise, response briefs, if any, in opposition to objections shall be filed with
8 this Court no later than ten (10) court days before the Final Fairness Hearing.

9 21. Pending further order of this Court, all proceedings in this matter except those
10 contemplated herein and in the Settlement Agreement are stayed.

11 The Court expressly reserves the right to adjourn or continue the Final Fairness
12 Hearing from time to time without further notice to the Class.

13 **IT IS SO ORDERED.**

14
15 Dated: _____

Judge of the Superior Court of California

EXHIBIT E

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH (BAR NO. 240633)
jmscheppach@sbpc.law
THOREY M. BAUER (BAR NO. 234813)
tbauer@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Phone: (949) 209-8880 | Fax: (949) 358-7884

KLINEDINST PC
LINDSEY N. CASILLAS (BAR NO. 26988)
lcasillas@klinedinstlaw.com
GUARAV B. KALRA (BAR NO. 219483)
bkalra@klinedinstlaw.com
801 K Street, Suite 2100
Sacramento, CA 95814
Phone: (916) 282-0100 | Fax: (916) 444-7544

Attorneys for Defendants
SONOMA SPECIALTY HOSPITAL, LLC, AMERICAN ADVANCED
MANAGEMENT, INC., and AMERICAN ADVANCED MANAGEMENT GROUP,
INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SONOMA

TINA POORE, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

SONOMA SPECIALTY HOSPITAL, LLC, a
California limited liability company; and
DOES 1 through 25, inclusive,

Defendants,

Case No.: SCV-270753

Honorable Christopher M. Honigsberg
Department 18

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Date: _____
Time: _____
Dept: 18

Complaint Filed: May 6, 2022
1st Amended Complaint Filed: June 27, 2022
DOE Amendments: Nov. 30, 2023
Trial Date: October 4, 2024

ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____ in Department 18 of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Stipulation and Agreement for Class Action Settlement (the “Settlement Agreement” or “Settlement”) which is attached as **Exhibit “1”** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on _____; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Tina Poore (“Plaintiff”), Defendants Sonoma Specialty Hospital, LLC, American Advanced Management, Inc. and American Advanced Management Group, Inc. (“Defendants”), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. A. **“Class,” “Class Member(s),” “Settlement Class,” or “Settlement Class Member(s)”** means all persons currently or formerly employed at Sonoma Specialty Hospital as non-exempt employees in the State of California at any time from August 26, 2018 to January 25, 2024.

B. **“Class Period”** means August 26, 2018, through and including January 25, 2024.

1 C. **“Covered Claims”** and **“Released Claims”** means all claims, causes
2 of action, and forms of relief which are asserted in the Complaint or that could have been
3 asserted based on the facts alleged in the Complaint, including claims for unpaid wages,
4 failure to pay minimum wages, failure to pay overtime compensation wages, failure to
5 provide meal periods, failure to pay meal period premium pay, failure to provide rest periods,
6 failure to pay rest period premium pay, failure to pay waiting-time penalties to separated
7 employees, failure to reimburse expenses, failure to maintain records, failure to provide
8 accurate itemized wage statements, claims for violation of the California Labor Code
9 (including §§ 201-203, 204, 218, 226(a), 226.7, 256, 512(a), 1174(d), 1194, 1194.2, 1197,
10 1197.1, 1199, and 2802 thereof), claims for violation of all similar provisions or
11 requirements of local or California law (including the provisions of the California Code of
12 Regulations, the California Industrial Welfare Commission Wage Orders, the General
13 Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for
14 violations of all similar provisions or requirements of federal law (including 29 U.S.C. §
15 206, 207, and 216), which the Class and/or any Class Member has ever had, or hereafter
16 may claim to have, for the Class Period.

17 D. **“PAGA Claims”** means any civil penalties under the Private Attorneys
18 General Act of 2004 arising from the Covered Claims during the PAGA Period.

19 E. **“PAGA Group”** and **“PAGA Group Members”** means all Settlement
20 Class Members who worked as a non-exempt employee at Sonoma Specialty Hospital in
21 California at any time during the PAGA Period.

22 F. **“PAGA Period”** means the period from October 26, 2020, through and
23 including January 25, 2024.

24 G. **“Participating Class Member”** means any Class Member who does
25 not timely submit a Request for Exclusion.

26 H. **“Released Parties”** means Defendants, their affiliates, parents and
27 subsidiaries and their predecessors, successors, assigns, owners, shareholders, members,
28 officers, directors, agents, and attorneys.

1 I. **“Sonoma Specialty Hospital”** means the hospital called “Sonoma
2 Specialty Hospital,” with an address of 501 Petaluma Avenue, Sebastopol, CA 95472.

3 4. The Court has determined that the Notice Packet fully and accurately informed
4 all Class Members of the material elements of the Settlement, constituted the best notice
5 practicable under the circumstances, and constituted valid, due and sufficient notice to all
6 Class Members.

7 5. The Court hereby grants final approval of the Settlement as fair, reasonable
8 and adequate.

9 6. The Court approves the non-reversionary settlement amount of \$450,000.00
10 (the “Gross Settlement Fund”) established to fund the Settlement as fair, reasonable, and
11 adequate.

12 7. The Court approves the payment for Settlement Administration Costs incurred
13 by Atticus Administration, LLC in the amount of \$16,5000 to be paid from the Gross
14 Settlement Fund as provided in the Settlement Agreement.

15 8. The Court approves a Service Award to the Class Representative in the amount
16 of \$10,000, to be paid from the Gross Settlement Fund as provided in the Settlement
17 Agreement.

18 9. The Court approves the payment of \$30,000 to the California Labor &
19 Workforce Development Agency (“LWDA”) to be paid from the Gross Settlement Fund.

20 10. The Court approves the payment of attorneys’ fees to Class Counsel from the
21 Gross Settlement Fund in the total amount of \$150,000.

22 11. The Court approves the payment of costs to Class Counsel from the Gross
23 Settlement Fund in the total amount of \$_____.

24 12. The Court hereby directs Defendants to fund the Settlement in accordance with
25 the terms of, and by the deadlines supplied in, the Settlement.

26 13. The Court hereby directs the Settlement Administrator to make all
27 disbursements in accordance with the terms of, and by the deadlines supplied in, the
28 Settlement Agreement.

1 14. As set forth in the Settlement Agreement, the Settlement Administrator will
2 prepare and mail settlement checks for each Participating Class Member and PAGA Group
3 Member in the amount of his or her Individual Settlement Payment. The checks will indicate
4 on their face that they are void if not negotiated within one hundred and eighty (180) days
5 of their issuance. In the event a settlement check is returned to the Settlement Administrator
6 with a forwarding address, the settlement check will be forwarded to the forwarding address.
7 In the event a settlement check is returned to the Settlement Administrator without a
8 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
9 reasonable efforts to search for a better address and re-mail the returned check, if possible.
10 If the search does not provide a better address, or the settlement check is ultimately returned
11 without a forwarding address, neither Defendants, Class Counsel nor the Settlement
12 Administrator shall be required to take further action to achieve delivery of the check to the
13 Class Member. If within the 180-day period the Class Member contacts the Settlement
14 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be
15 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such
16 reissued settlement checks will indicate on their face that they are void if not negotiated
17 within one hundred and eighty (180) days of their issuance.

18 15. Any monies not able to be delivered to a Class Member after one address
19 follow-up on returned mail and any settlement checks not cashed within one hundred and
20 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property
21 Division, in the name of the corresponding Class Member.

22 16. Any Class Member who submitted a valid and timely Request for Exclusion
23 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right
24 to object to the Settlement, and shall receive no Class Member Payment. However, if a
25 Class Member who is a PAGA Group Member submitted a valid and timely Request For
26 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it
27 pertains to the PAGA Claims.
28

1 17. Upon the filing of this Order Granting Final Approval, Class Members who
2 did not timely exclude themselves from the Settlement will be deemed to have released the
3 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class
4 Members who did not timely object to the Settlement are barred from prosecuting or
5 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order
6 Granting Final Approval, PAGA Group Members will be deemed to have released the
7 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement. PAGA
8 Group Members who did not timely object to the Settlement are barred from prosecuting or
9 pursuing any appeal of this Order Granting Final Approval.

10 18. Neither this Order Granting Final Approval nor the Settlement shall constitute
11 an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Order
12 Granting Final Approval a finding of the validity or invalidity of any claims in the action or
13 a finding of wrongdoing by Defendants herein.

14 19. Each Party will bear its own attorneys' fees and costs, except as provided for
15 in the Settlement and this order.

16 20. By signing and filing this Order Granting Final Approval, the Court decrees
17 that the Participating Class Members shall be conclusively deemed to have released and
18 forever discharged the Released Parties from all Released Claims. By signing and filing this
19 Order Granting Final Approval, the Court decrees that the PAGA Group Members shall be
20 conclusively deemed to have released and forever discharged the Released Parties from all
21 PAGA Claims.

22 21. Without affecting the finality of this Order Granting Final Approval in any
23 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive
24 and continuing jurisdiction over the action for purposes of supervising the implementation,
25 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

26 22. The Court hereby sets a status conference on _____
27 at _____ in Department 18, at which time the Parties shall apprise the Court of the status
28 of the distribution of the settlement proceeds.

1 23. Notice of this executed Order Granting Final Approval Of Class Action
2 Settlement shall be posted on the Settlement Administrator's website and may be removed
3 following the status conference date set forth above.

4 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

5
6 Dated: _____

Judge of the Superior Court of California

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