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Attorneys for Defendant East Valley Community Health Center, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RUBY GARCIA-MEJIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

EAST VALLEY COMMUNITY HEALTH
CENTER, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25STCV04817

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: February 20, 2025
Trial Date: Not Set

This Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Ruby Garcia-Mejia (“Plaintiff”) and Defendant East Valley Community Health Center, Inc. (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s class and representative action lawsuit alleging wage and hour violations against Defendant, captioned *Ruby Garcia-Mejia vs. East Valley Community Health Center, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV04817, initiated on February 20, 2025, as further amended, and as pending in the Court.

1.2 “Administrator” means APEX Class Action Administration (“APEX”), the neutral entity the Parties have designated to administer the Settlement.

1.3 “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$12,000.00.

1.4 “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in the State of California during the PAGA Period.

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

1.6 “Class Counsel” means Kane Moon, H. Scott Leviant, and Jaeyoung Lee of Moon Law Group, PC.

1.7 “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.8 “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

- 1.9 “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)), and any other information required by the Administrator to effectuate this Agreement.
- 1.10 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.12 “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period from January 20, 2024, through the earlier of: (a) the date of the Preliminary Approval of this Settlement, or (b) June 4, 2026.
- 1.14 “Class Representative” means the named Plaintiff in the Action, Ruby Garcia-Mejia.
- 1.15 “Class Representative Service Award” means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.16 “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.17 “Defendant” means the named Defendant in the Action, East Valley Community Health Center, Inc.
- 1.18 “Defense Counsel” means Kristine E. Kwong, Dean Takatsuki, and Laura P. Birnbaum of Musick, Peeler & Garrett LLP.

1.19 “Effective Date” means the date on which the Court’s order approving the Settlement Agreement and its entry of judgment become Final. “Final” shall mean the latest of: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the final judgment; (ii) if an objection is filed and not withdrawn, the deadline for filing a notice of appeal and no such notice of appeal being filed; or (iii) if any timely appeals are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the settlement.

1.20 “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.21 “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” means \$475,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of thirty-five percent (35%) of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency

entitled under Labor Code section 2699(a).

1.27 “LWDA PAGA Payment” means the LWDA’s sixty-five percent (65%) share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.28 “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30 “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.31 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 “PAGA Period” means the period from January 20, 2024, through the earlier of: (a) the date of the Preliminary Approval of this Settlement, or (b) June 4, 2026.

1.33 “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.34 “PAGA Notice” means Plaintiff’s February 20, 2025 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$48,000.00, with 35% of the PAGA Penalties going to the Aggrieved Employees and 65% of the PAGA Penalties going to the LWDA.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37 “Plaintiff” means the named Plaintiff in the Action, Ruby Garcia-Mejia.

- 1.38 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.40 “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.41 “Released Parties” means Defendant, and any of its past, present and/or future directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries.
- 1.42 “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Action portion of the Settlement. There is no right to exclusion from the PAGA portion of the Settlement.
- 1.43 “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator will have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.44 “Workweek” means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

- 2.1 On February 20, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). This Notice alleged Labor Code violations against Defendant under Labor Code sections 201 through 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802.
- 2.2 On February 20, 2025, Plaintiff filed a Class Action Complaint against Defendant,

which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.3 On April 28, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA, *as modified*. Plaintiff's operative Complaint alleges the following causes of action against Defendant: (1) failure to pay minimum wages (in violation of Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (in violation of Labor Code sections 1194 and 1198); (3) failure to provide meal periods (in violation of Labor Code sections 226.7, 512); (4) failure to authorize and permit rest breaks (in violation of Labor Code section 226.7); (5) failure to indemnify necessary business expenses (in violation of Labor Code section 2802); (6) failure to timely pay final wages at termination (in violation of Labor Code sections 201 through 203); (7) failure to provide accurate itemized wage statements (in violation of Labor code section 226); (8) unfair business practices (in violation of Business and Professions Code sections 17200, *et seq.*); and (9) civil penalties under PAGA (Labor Code sections 2699, *et seq.*).

2.4 On March 25, 2026, Defendant filed a Notice of Related Case identifying *Carla Martinez v. East Valley Community Health Center, Inc., et al.*, Los Angeles County Superior Court Case No. 25STCV35530. The Court deemed the matters related within the meaning of California Rules of Court, rule 3.300(a), and Case No. 25STCV04817 was deemed the lead case.

2.5 On March 5, 2026, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Michael Ludwig, Esq. A settlement in principle was reached the same day.

2.6 Before mediation, Plaintiff obtained through informal discovery a sample of the time and corresponding payroll records of the Class, Defendant's meal and rest period policies in effect during the Class Period, and other Class Member data and

documents.

2.7 To date, the Court has not granted class certification.

2.8 Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that Plaintiff and the Class have been paid all wages owed, including minimum and overtime wages, have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendant contends that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$475,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which will be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

1 3.2.1. To Plaintiff: A Class Representative Service Award to the Class
2 Representative of not more than \$7,500.00, in addition to the Individual Class
3 Payment and Individual PAGA Payment the Class Representative is entitled to
4 receive as a Participating Class Member and Aggrieved Employee. Defendant
5 will not oppose Plaintiff's request for a Class Representative Service Award
6 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
7 Motion supporting the Class Representative Service Award no later than
8 sixteen (16) court days before the Final Approval Hearing. If the Court
9 approves a Class Representative Service Award that is less than the amount
10 requested, the Administrator will retain the remainder in the Net Settlement
11 Amount. The Class Representative Service Award will not be a material term
12 of the Settlement Agreement, and if the Court approves an award of less than
13 the requested amount, such a change will not give rise to a basis to abrogate
14 the Settlement Agreement. The Administrator will pay the Class
15 Representative Service Award using IRS Form 1099. Plaintiff will be solely
16 and legally responsible for paying any applicable taxes on this payment and
17 will hold Defendant harmless from any claim or liability for taxes, penalties,
18 or interest arising as a result of the payment. Defendant makes no
19 representations as to the tax treatment or legal effect of the payment called for
20 herein, and Plaintiff is not relying on any statement or representation by
21 Defendant or its counsel in this regard.

22 3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of
23 the Gross Settlement Amount, and a Class Counsel Expenses Payment for
24 reimbursement of their reasonable litigation expenses, not to exceed
25 \$20,000.00. Defendant will not oppose Plaintiff's request for Class Counsel
26 Fees and Class Counsel Expenses Payments. Plaintiff and/or Class Counsel
27 will file a Motion supporting the Class Counsel Fees and Class Counsel
28

1 Expenses Payments no later than sixteen (16) court days before the Final
2 Approval Hearing. If the Court approves Class Counsel Fees and/or Class
3 Counsel Expenses Payments that are less than the amounts requested, the
4 Administrator will allocate the remainder to the Net Settlement Amount. The
5 Parties agree that the Court's approval of any request for attorneys' fees or
6 litigation costs is not a condition of the Settlement Agreement, and an award
7 of less than the amounts requested would not give rise to a basis to abrogate
8 the Settlement Agreement. Released Parties will have no liability to Class
9 Counsel or any other Plaintiff's Counsel arising from any claim to any portion
10 of any Class Counsel Fees and/or Class Counsel Expenses Payments. The
11 Administrator will pay the Class Counsel Fees and Class Counsel Expenses
12 Payments using one or more IRS 1099 Forms. Class Counsel assumes full
13 responsibility and liability for taxes owed on the Class Counsel Fees and Class
14 Counsel Expenses Payments. Class Counsel holds Defendant harmless, and
15 indemnifies Defendant, from any dispute or controversy regarding any
16 division or sharing of any of these Payments.

17 3.2.3. To the Administrator: An Administration Expenses Payment of not more than
18 \$12,000.00, except for a showing of good cause and as approved by the Court.
19 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
20 Expenses Payment no later than sixteen (16) court days before the Final
21 Approval Hearing. If the Court approves an Administration Expenses Payment
22 that is less than the amount requested, or if the Administration Expenses
23 Payment is less than the amount allocated under this Agreement, the
24 Administrator will allocate the remainder to the Net Settlement Amount. To
25 the extent the actual Administration Expenses Payment is greater than
26 \$12,000.00, such excess amount will be taken from the Gross Settlement
27 Amount, subject to the Court's approval.
28

1 3.2.3.a. To Each Participating Class Member: The Administrator will calculate
2 each Individual Class Payment by (a) dividing the Net Settlement
3 Amount by the total number of Workweeks worked by all
4 Participating Class Members during the Class Period and (b)
5 multiplying the result by each Participating Class Member's
6 Workweeks. Non-Participating Class Members will not receive an
7 Individual Class Payment. The Administrator will retain amounts
8 equal to their Individual Class Payments in the Net Settlement Amount
9 for distribution to Participating Class Members on a pro rata basis.

10 3.2.3.b. Tax Allocation of Individual Class Payments. Thirty percent (30%) of
11 each Participating Class Member's Individual Class Payment will be
12 allocated to the settlement of claims for wages (the "Wage Portion").
13 The Wage Portions are subject to tax withholding and will be reported
14 on an IRS W-2 Form. Seventy percent (70%) of each Participating
15 Class Member's Individual Class Payment will be allocated to the
16 settlement of claims for interest and penalties (the "Non-Wage
17 Portion"). The Non-Wage Portions are not subject to wage
18 withholdings and will be reported on IRS 1099 Forms. Participating
19 Class Members assume full responsibility and liability for employee
20 taxes owed on their Individual Class Payment and indemnify
21 Defendant against any liability related to the tax treatment of payments
22 under this Agreement.

23 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than
24 \$48,000.00, to be paid from the Gross Settlement Amount, with sixty-five
25 percent (65%) (i.e., \$31,200.00) allocated to the LWDA PAGA Payment and
26 thirty-five percent (35%) (i.e., \$16,800.00) allocated to the Individual PAGA
27 Payments.
28

3.2.4.a. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.4.b. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Funding of Gross Settlement Amount. No later than thirty (30) calendar days after the Effective Date, Defendant will fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments into a Qualified Settlement Fund established and maintained by the Administrator, provided that the Administrator has provided the total taxes due to Defendant's counsel at least five (5) business days prior to that date. The Administrator shall provide Defendant with both wiring and/or mailing instructions.

4.2 Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses

1 Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses
2 Payment, and Class Representative Service Award will not precede disbursement of
3 the Individual Class Payments and Individual PAGA Payments.

4 4.2.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First
6 Class U.S. Mail with postage prepaid. Before mailing any checks, the
7 Administrator must update the recipient's mailing addresses using the
8 National Change of Address Database. The face of each check will
9 prominently state the date the check will be voided. Each check will be voided
10 180 days after the date of mailing ("void date"). The Administrator will cancel
11 all checks not cashed by the void date. The Administrator will send checks for
12 Individual Class Payments to all Participating Class Members, including those
13 for whom a Class Notice was returned undelivered. The Administrator will
14 send checks for Individual PAGA Payments to all Aggrieved Employees,
15 including Non-Participating Class Members who qualify as Aggrieved
16 Employees and those for whom a Class Notice was returned undelivered. The
17 Administrator may send Participating Class Members a single check
18 combining the Individual Class Payment and Individual PAGA Payment but,
19 in all cases, the tax withholdings and deductions must be appropriate based
20 upon the classification of the payments as wages or non-wages.

21 4.2.2. No later than fourteen (14) calendar days after receiving a returned check, the
22 Administrator must re-mail checks to the USPS forwarding address provided
23 or to an address ascertained through the Class Member Address Search for
24 Class Members whose checks are returned undelivered without a USPS
25 forwarding address. Thereafter, the Administrator need not take further steps
26 to deliver checks to Class Members whose re-mailed checks are returned as
27 undelivered. However, the Administrator will promptly send a replacement
28

check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.2.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.2.4. The payment of Individual Class Payments and Individual PAGA Payments will not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

5.1 Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or will in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims and that Plaintiff may have limited

1 knowledge with respect to some of the claims being released. Plaintiff acknowledges
2 there is a risk that, after signing this agreement, Plaintiff may learn information that
3 might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes
4 this risk and all other risks of any mistake in entering into this Agreement. Plaintiff
5 agrees that this Agreement is fairly and knowingly made. Plaintiff represents and
6 warrants that Plaintiff has all necessary authority to enter into this Agreement and that
7 Plaintiff has not transferred any interest in any claims to any spouse or to any other
8 third party. Plaintiff likewise waives all rights and benefits afforded by California
9 Civil Code section 1542.

10 5.1.1. The Parties understand the word "claim(s)" to include all actions, complaints,
11 claims, and grievances, whether actual or potential, known or unknown, and
12 specifically but not exclusively, all claims arising out of Plaintiff's
13 employment with Defendant, including, but not limited to, any and all claims
14 under the California Fair Employment and Housing Act, the Age
15 Discrimination in Employment Act, Title VII or any other statute, rule or
16 regulation relating to Plaintiff's employment with Defendant and under which
17 Plaintiff has made a claim or could make a claim against Defendant
18 (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims will
19 not waive: (i) claims for unemployment or workers' compensation benefits;
20 (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as
21 applicable on the date Plaintiff signs this Agreement, and/or claims concerning
22 such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or
23 (iv) claims which cannot be released by private agreement.

24 5.2 Release by Participating Class Members: Effective on the date Defendant fully funds
25 the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
26 Portions of the Individual Class Payments, all Participating Class Members, on behalf
27 of themselves and their respective former and present representatives, agents,
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attorneys, heirs, administrators, successors and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint, under federal, state, and/or local law. This release includes, without limitation, release of all claims alleged in the First Amended Class and Representative Action Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, and any violations of Business and Professions Code §§ 17200, *et seq.* (collectively, the "Released Class Claims").

5.2.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, and Plaintiff and Plaintiff's former and present representatives, agents, attorneys (including Class Counsel), administrators, successors and assigns generally, and the LWDA, fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint or PAGA Notice, including, but not limited to, claims under Labor Code sections 201 through 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802, for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination,

and failure to provide accurate itemized wage statements (collectively, the “Released PAGA Claims”).

5.3.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and release only claims for penalties under PAGA; they do not release any Aggrieved Employees’ individual claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment will be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve as the settlement administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2 Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need

1 access to the Class Data to effect and perform under the Settlement. Defendant has a
2 continuing duty to immediately notify Class Counsel if it discovers that the Class Data
3 omitted Class Member identifying information and to provide corrected or updated
4 Class Data as soon as reasonably feasible. Without any extension of the deadline by
5 which Defendant must send the Class Data to the Administrator, the Parties and their
6 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
7 resolve any issues related to missing or omitted Class Data.

8 6.3 Notice of Receipt of Class Data. No later than three (3) business days after receipt of
9 the Class Data, the Administrator will notify Class Counsel that the list has been
10 received and state the number of Class Members, Aggrieved Employees, Workweeks,
11 and PAGA Pay Periods in the Class Data.

12 6.4 Notice to Class Members. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Administrator will send all Class Members identified
14 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
15 Notice in English and Spanish, substantially in the form attached to this Agreement as
16 **Exhibit A**. The first page of the Class Notice will prominently estimate the dollar
17 amounts of any Individual Class Payment and/or Individual PAGA Payments payable
18 to the Class Member and/or Aggrieved Employee, and the number of Workweeks and
19 PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices,
20 the Administrator will update Class Member addresses using the National Change of
21 Address database.

22 6.5 Remailing of Class Notice. No later than three (3) business days after its receipt of any
23 Class Notice returned by the USPS as undelivered, the Administrator will re-mail the
24 Class Notice using any forwarding address provided by USPS. If USPS does not
25 provide a forwarding address, the Administrator will conduct a Class Member
26 Address Search and re-mail the Class Notice to the most current address obtained. The
27 Administrator has no obligation to make further attempts to locate or send the Class
28

1 Notice to Class Members whose Class Notice is returned by USPS a second time.

2 6.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of
3 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
4 extended an additional fourteen (14) calendar days beyond the forty-five (45)
5 calendar days otherwise provided in the Class Notice for all Class Members
6 whose notice is re-mailed. The Administrator will inform the Class Member of
7 the extended deadline with the re-mailed Class Notice.

8 6.5.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
9 contacted by or otherwise discovers any persons who believe they should have
10 been included in the Class Data and should have received Class Notice, the
11 Parties will expeditiously meet and confer in person or by telephone, and in
12 good faith, to agree on whether to include them as Class Members. If the
13 Parties agree, such person(s) will be Class Members entitled to the same rights
14 as other Class Members, and the Administrator will send, via email or
15 overnight delivery, a Class Notice requiring them to exercise options under
16 this Agreement no later than fourteen (14) calendar days after receipt of the
17 Class Notice, or the deadline in the Class Notice, whichever is later.

18 6.6 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
19 promptly review Requests for Exclusion on a rolling basis to ascertain their validity
20 and timeliness. No later than five (5) days after the expiration of the deadline for
21 submitting Requests for Exclusion, the Administrator will email a list to Class
22 Counsel and Defense Counsel containing the names and other identifying information
23 of Class Members who have submitted Requests for Exclusion, regardless of whether
24 the requests are valid and timely ("Exclusion List"); and (b) copies of all Requests for
25 Exclusion submitted, regardless of whether the requests are valid and timely.

26 6.7 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
27 to Class Counsel and Defense Counsel that tally the number of Class Notices mailed
28

or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

6.8 Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.9 Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.10 Employer Identification Number. The Administrator will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings

and providing reports to state and federal tax authorities.

6.11 Qualified Settlement Fund. The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

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

6.13 Class Members’ Options.

6.13.1. Requests for Exclusion (Opt-Outs). Each Class Member will have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member’s full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a

1 Class Member's Request for Exclusion is timely but invalid, according to the
2 requirements listed herein, that Class Member will be allowed to cure the
3 defect(s). The Administrator will mail the Class Member a cure letter within
4 three (3) business days of receiving the defective submission to advise the
5 Class Member that his or her submission is defective and that the defect must
6 be cured to render the Request for Exclusion valid. The Class Member will
7 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
8 days from the date of the cure letter, whichever date is later, to postmark the
9 revised Request for Exclusion. The Administrator, Class Counsel, and Defense
10 Counsel may attempt to resolve any Class Member disputes on the validity or
11 timeliness of a Request for Exclusion. However, the Court has the final
12 authority to make decisions consistent with the terms of this Agreement on the
13 validity or timeliness of a Request for Exclusion. The Court's decision will be
14 final and not appealable or otherwise susceptible to challenge.

15 6.13.1.a. Every Class Member who does not submit a timely and valid
16 Request for Exclusion is deemed to be a Participating Class Member
17 under this Agreement, entitled to all benefits and bound by all terms
18 and conditions of the Settlement, including the Participating Class
19 Members' Release under Paragraph 5.1 of this Agreement, regardless
20 of whether the Participating Class Member actually receives the Class
21 Notice or objects to the Settlement.

22 6.13.1.b. Every Class Member who submits a valid and timely Request
23 for Exclusion is a Non-Participating Class Member and will not
24 receive an Individual Class Payment or have the right to object to the
25 class action components of the Settlement. Non-Participating Class
26 Members who are Aggrieved Employees are deemed to release the
27 claims identified in Paragraph 5.2 of this Agreement and are eligible
28 for an Individual PAGA Payment regardless of their exclusion from

the class components of the Settlement.

6.13.2. Challenges to Calculation of Workweeks. Each Class Member will have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Court's decision will be final and not appealable or otherwise susceptible to challenge.

6.13.3. Objections to Settlement. Each Participating Class Member will have forty-

five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object, in writing, to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Award. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision will be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE

7.1 It is estimated that Class Members worked approximately 25,000 Workweeks during the

Class Period. If the actual number of Workweeks during the Class Period exceeds 25,000 by more than 10% of the estimated count (i.e., if the actual number of Workweeks is more than 27,500), then Defendant will have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the actual number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the Class and PAGA Periods to the date on which 25,000 Workweeks is met. Defendant will be prepared to inform the Court of its selection at the preliminary approval hearing. If Defendant exercises option (b), it will also be prepared to inform the Court of the Class Period end date at the preliminary approval hearing.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.1 Defendant will retain the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within 15 business days after expiration of the opt-out period, if five percent (5%) or more of the Class Members opt out of this Agreement. The Parties will do nothing to encourage or solicit Class Members to opt out or object to this Agreement. If Defendant exercises the right to nullify the Settlement Agreement, then Defendant will pay the cost of settlement administration up to the date this Agreement is nullified.

9. FINAL APPROVAL.

9.1 Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

9.2 Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

1 9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement, including, but not limited to, the
3 scope of release to be granted by Class Members, the Parties will expeditiously work
4 together in good faith to address the Court's concerns by revising the Agreement as
5 necessary to obtain Final Approval. The Court's decision to award less than the
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses
7 Payment, Class Representative Service Award, and/or Administration Expenses
8 Payment will not constitute a material modification to the Agreement within the
9 meaning of this Paragraph.

10 9.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
11 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
12 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
13 settlement administration matters, and (iii) addressing such post-Judgment matters as
14 are permitted by law, pursuant to CCP section 664.6 and California Rules of Court
15 rule 3.769(h).

16 9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
17 conditions of this Agreement, specifically including the Class Counsel Fees and Class
18 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
19 counsel, and all Participating Class Members waive all rights to appeal from the
20 Judgment, including all rights to post-judgment and appellate proceedings, the right to
21 file motions to vacate judgment, motions for new trial, extraordinary writs, and
22 appeals. The waiver of appeal does not include any waiver of the right to oppose such
23 motions, writs, or appeals. If an objector appeals the Judgment, the Parties'
24 obligations to perform under this Agreement will be suspended until the appeal is
25 finally resolved and the Judgment becomes final, except as to matters that do not
26 affect the amount of the Net Settlement Amount.

27 9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
28

reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel will not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.7 Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration will be split equally between the Plaintiff, on one side, and Defendant, on the other. In such a case, the Parties will revert to their pre-mediation status, and all discovery and pleading deadlines will be reset.

10. AMENDED JUDGMENT.

10.1 If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

11.2 No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any

1 regulations or guidelines promulgated pursuant to any statute or any other applicable
2 laws, regulations, or legal requirements; breached any contract; violated or breached
3 any duty; engaged in any misrepresentation or deception; or engaged in any other
4 unlawful conduct concerning their employees. Neither this Agreement, nor any of its
5 terms or provisions, nor any of the negotiations connected with it, nor any payment
6 made under it, will be construed as an admission or concession by Defendant of any
7 such violations or failures to comply with any applicable law. Except as necessary in a
8 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
9 provisions will not be offered or received as evidence in any action or proceeding to
10 establish any liability or admission on the part of Defendant or to establish the
11 existence of any condition constituting a violation of, or a non-compliance with,
12 federal, state, local or other applicable law. If Final Approval does not occur, the
13 Parties agree that this Agreement, and any treatment of the employees as a class or
14 aggrieved employees for settlement purposes, is void, but remains protected by
15 California Evidence Code section 1152.

16 11.3 Class Certification or Representative Manageability for Other Purposes. The Parties
17 stipulate to provisional class certification for purposes of settlement only. Absent final
18 approval of the Settlement Agreement, the Parties will not stipulate to class
19 certification, and no Party will be estopped as a result of any motion for settlement
20 approval. If final approval of the Settlement Agreement is not granted, Defendant
21 reserves all rights to oppose class certification, and the Parties will revert to the
22 positions they held before mediation and this Agreement. Further, the Parties stipulate
23 to the payment set forth in this Agreement for purposes of settlement only. If there is
24 no judicial approval for the entirety of the Settlement Agreement, then this Agreement
25 will be null and void, no payments will be made, and no Party will be estopped from
26 pursuing any arguments or defenses as a result of any motion for settlement approval.
27 The Parties will revert to their positions prior to mediation and this Agreement.
28

1 11.4 No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel will issue
2 any press release or announcement of any kind related in any way to the Settlement.
3 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
4 Settlement, whether oral, written, or electronic (including the World Wide Web), to
5 say the Class Action has been resolved and that Plaintiff and Class Counsel are
6 satisfied with the Settlement terms. Nothing in this Section is intended to interfere
7 with Class Counsel's duties and obligations to faithfully discharge their duties as
8 Class Counsel, including but not limited to: (1) as required by law; (2) as required
9 under the terms of the Settlement; and/or (3) as required under counsel's duties and
10 responsibilities as Class Counsel. This Settlement will not be advertised or mentioned
11 on any source, including Plaintiff's Counsel's personal or firm website.

12 11.5 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Agreement after arm's-length negotiations and in the context of
15 adversarial litigation, taking into account all relevant factors, present and potential.
16 The Parties further acknowledge that they are each represented by competent counsel
17 and that they have had an opportunity to consult with their counsel regarding the
18 fairness and reasonableness of this Settlement.

19 11.6 No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement,
21 or appeal from the Judgment. Nothing in this Paragraph will be construed to restrict
22 Class Counsel's ability to communicate with Class Members in accordance with Class
23 Counsel's ethical obligations owed to Class Members.

24 11.7 Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement, together with its attached Exhibit, will constitute the entire agreement
26 between the Parties relating to the Settlement, superseding any and all oral
27 representations, warranties, covenants, or inducements made to or by any Party.
28

- 1 11.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
3 appropriate action required or permitted to be taken by such Parties pursuant to this
4 Agreement to effectuate its terms, and to execute any other documents reasonably
5 required to effectuate the terms of this Agreement including any amendments to this
6 Agreement.
- 7 11.9 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
8 the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents to define all provisions of this
10 Agreement as valid and enforceable.
- 11 11.10 Severability. The Parties agree if any provision of this Agreement is held to be illegal,
12 invalid, or unenforceable, that provision will be severed from and no longer be a part
13 of this Agreement. The legality of the Settlement and the remaining provisions will
14 not be affected by a finding that any provision of this Agreement is illegal, invalid, or
15 unenforceable.
- 16 11.11 Waiver. No waiver of any condition or covenant contained in this Agreement or
17 failure to exercise a right or remedy by any of the Parties hereto will be considered to
18 imply or constitute a further waiver by such party of the same or any other condition,
19 covenant, right, or remedy.
- 20 11.12 Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
21 good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence, and supplementing points
23 and authorities as requested by the Court. In the event the Parties are unable to agree
24 upon the form or content of any document necessary to implement the Settlement, or
25 on any modification of the Agreement that may become necessary to implement the
26 Settlement, the Parties will seek the assistance of a mediator and/or the Court for
27 resolution.
- 28

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

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

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

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

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

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

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

11.20 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to

1 this Settlement, and no other purpose, and may not be used in any way that violates
2 any existing contractual agreement, statute, or rule of court. No later than ninety (90)
3 days after the date when the Court discharges the Administrator's obligation to
4 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
5 will destroy all paper and electronic versions of Class Data received from Defendant
6 unless, prior to the Court's discharge of the Administrator's obligation, Defendant
7 makes a written request to Class Counsel for the return, rather than the destruction, of
8 Class Data.

9 11.21 Headings. The descriptive heading of any section or Paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this
11 Agreement.

12 11.22 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement will
13 be to calendar days. In the event any date or deadline set forth in this Agreement falls
14 on a weekend or federal legal holiday, such date or deadline will be on the first
15 business day thereafter.

16 11.23 Execution in Counterparts. This Agreement may be executed in one or more
17 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes
18 of this Agreement will be accepted as an original. All executed counterparts and each
19 of them will be deemed to be one and the same instrument if counsel for the Parties
20 will exchange between themselves signed counterparts. Any executed counterpart will
21 be admissible in evidence to prove the existence and contents of this Agreement.

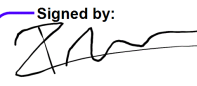
22 11.24 Binding Agreement. The Parties warrant that they understand and have full authority to
23 enter into this Settlement, intend that this Agreement will be fully enforceable and
24 binding on all Parties, and agree that it will be admissible and subject to disclosure in
25 any proceeding to enforce its terms, notwithstanding any mediation confidentiality
26 provisions that otherwise might apply under federal or state law. Plaintiff, and not her
27 representative(s), must personally execute this Agreement. An authorized officer of
28

Defendant must execute this Agreement on behalf of Defendant. This Agreement will become binding and enforceable pursuant to CCP section 664.6.

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

Plaintiff & Class Representative:

Dated: 6/16/2026

Signed by:

 6F70EC5FFA9A458...
 By: _____
 Plaintiff, Ruby Garcia-Mejia

Plaintiff's Counsel:

Dated: 6/16/2026

MOON LAW GROUP, PC

 By: _____
 Kane Moon
 H. Scott Leviant
 Jaeyoung Lee
 Attorneys for Plaintiff, Ruby Garcia-Mejia

Defendant:

Dated: _____, 2026

EAST VALLEY COMMUNITY HEALTH CENTER, INC.
 By: _____
 Print Name

 Signature

 Title

Defendant must execute this Agreement on behalf of Defendant. This Agreement will become binding and enforceable pursuant to CCP section 664.6.

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

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Ruby Garcia-Mejia

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, PC

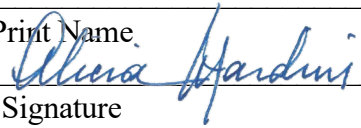
By: _____
Kane Moon
H. Scott Leviant
Jaeyoung Lee

Attorneys for Plaintiff, Ruby Garcia-Mejia

Defendant:

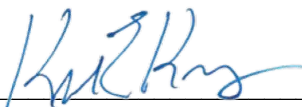
Dated: June 16 , 2026

**EAST VALLEY COMMUNITY HEALTH
CENTER, INC.**

By: Alicia Mardini
Print Name

Signature
Chief Executive Officer
Title

1 **Defendant's Counsel:**

2 Dated: June 16 , 2026

3
4 By: 

Kristine E. Kwong

Dean Takatsuki

Laura P. Birnbaum

6 Attorneys for Defendant, East Valley
7 Community Health Center, Inc.

Exhibit A

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

Garcia-Mejia v. East Valley Community Health Center, Inc.
Superior Court of California, Los Angeles County, Case No. 25STCV04817

NOTICE: All current and former hourly-paid or non-exempt employees of East Valley Community Health Center, Inc. who worked in California at any time from January 20, 2024, to **June 4, 2026**.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement.¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Ruby Garcia-Mejia ("Plaintiff") and Defendant East Valley Community Health Center, Inc. ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period" ("Class Members"). The "Class Period" is January 20, 2024, through **June 4, 2026**.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "all current and former hourly-

^[1] Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 ("PAGA"), if the Settlement is finally approved and if you are an Aggrieved Employee.

paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The "PAGA Period" is January 20, 2024, through **June 4, 2026**.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

On February 20, 2025, Plaintiff Ruby Garcia-Mejia initiated a lawsuit against Defendant entitled *Garcia-Mejia v. East Valley Community Health Center, Inc.*, Los Angeles County Superior Court Case No. 25STCV04817 ("Action"). On April 28, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action.

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages for all hours worked, (2) failure to pay overtime wages, (3) failure to provide meal periods or meal period premiums, (4) failure to authorize and permit rest periods or pay rest period premiums, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages upon discharge or resignation (waiting time penalties), (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

On February 20, 2025, Plaintiff submitted to the California Labor and Workforce Development Agency ("LWDA"), and sent via certified mail to Defendant, a Notice of Labor Code violations pursuant to Labor Code section 2699.3(a). This Notice alleged Labor Code violations against Defendant under Labor Code sections 201 through 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802.

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members and Aggrieved Employees in accordance with all applicable laws, properly compensated Class Members and Aggrieved Employees, and provides all required meal periods and rest breaks. Defendant maintains it complied at all times with the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has engaged in any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff and the Class

Kane Moon
H. Scott Leviant
Jaeyoung Lee

MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100

Los Angeles, California 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$475,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff's Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., \$158,333.33) of the GSA as well as reimbursement of their actual litigation costs. Plaintiff is seeking an enhancement award from the GSA in the amount of \$7,500.00 for her service as the Class Representative. The Parties are asking that \$48,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$31,200.00) to be paid to the LWDA and the remaining 35% (i.e., \$16,800.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed \$12,000.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately [REDACTED] **Workweeks**. Accordingly, your Individual Class Payment is estimated to be \$[REDACTED]. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Thirty percent (30%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining seventy percent (70%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately [REDACTED] **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be \$[REDACTED]. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are

not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than [REDACTED], 2026. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement, and you may use the **Objection Form** enclosed with this Notice.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Garcia-Mejia v. East Valley Community Health Center, Inc.* (Los Angeles Case No. 25STCV04817)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than [REDACTED], 2026. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined in Section 9 below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Garcia-Mejia v. East Valley Community Health Center, Inc.* (Los Angeles Case No. 25STCV04817)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than , 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on , 2026, at a.m./p.m. in **Department 10** of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 10 for instructions on how to remotely appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Plaintiff's General Release: Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the end of the Class Period.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of herself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Class and Representative Action Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages for all hours worked, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, (9) statutory penalties of any nature, (10) interest, (11) attorneys' fees and costs, and (12) any other claims arising out of or related to the Complaint filed in the Action during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of herself and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802, for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements, ("Released PAGA Claims"). The Released PAGA Claims

include only claims for penalties under PAGA that arose during the PAGA Period.

In light of the binding nature of a PAGA judgment on non-party employees, Aggrieved Employees who exclude themselves from the class action component of the Settlement shall nonetheless receive a payment for the amount of each such individual's estimated share of the Individual PAGA Payment and shall have released PAGA claims.

AGGRIEVED EMPLOYEES CANNOT OPT OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, any of its past, present and/or future directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

11. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as an exhibit to the *Declaration of Kane Moon in Support of Motion for Preliminary Settlement Approval*, filed on **DATE**.

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. You may also access the records online at: <https://www.lacourt.org>.

If you need more information or have any questions, you may contact Class Counsel at the contact information provided in Section 3 above.

You may also contact the Settlement Administrator at the following contact information:

Garcia-Mejia v. East Valley Community Health Center, Inc.

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION
REGARDING THIS NOTICE.

REQUEST FOR EXCLUSION FORM

I, [REDACTED], wish to be excluded from the Settlement of Class claims in
Garcia-Mejia v. East Valley Community Health Center, Inc., Los Angeles County Superior Court, Case
No. 25STCV04817.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form does not exclude you from the Settlement of PAGA claims,
and (2) this Request for Exclusion Form must be mailed to the following physical address of the
Administrator on or before [Response Deadline]]:

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]