

**STIPULATION OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiffs ALICIA SOTELO and CLAUDIA RUIZ, individually and on behalf of the Settlement Classes and Defendant SAN BERNARDINO CARE COMPANY, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. “Action” or “Lawsuit” refers to the civil action filed on March 24, 2017 in the Superior Court of the State of California for the County of San Bernardino styled as *MONA COPAS, ALICIA SOTELO, MARIA GUDINO, and CLAUDIA RUIZ, individually and on behalf of All Others Similarly Situated v. SAN BERNARDINO CARE COMPANY, INC., dba MEDICAL CENTER CONVALESCENT HOSPITAL, a California corporation; and DOES 1-100, inclusive*, Case No. CIVDS1705324.

2. “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation of Class Action Settlement and Release of Claims.

3. “Classes” shall include:

a. All bilingual or monolingual Spanish speaking employees employed by Defendant in California at any time during the Class Period (“English Only Class”).

b. All hourly non-exempt employees employed by Defendant in California at any time during the Class Period (“Hourly Non-exempt Class”).

4. “Class Counsel” means and refers to Mark D. Potter and James M. Treglio, of POTTER HANDY LLP.

5. “Class Counsel Award” means attorneys’ fees for Class Counsels’ litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Maximum Settlement Fund.

6. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement

Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member of the English Only Class and Hourly Non-exempt Class: (1) employee identification number; (2) full name; (3) last known address; (4) last known home telephone number; (5) start and end dates of employment; and (6) Social Security Number. The following additional information shall be included for each Hourly Non-exempt Class Member: (7) the number of qualifying Compensable Pay Periods associated with each individual during the Class Period; (8) the number of qualifying Pay Periods associated with each PAGA Covered Employee during the PAGA Period.

7. “Class Member” shall refer to an employee of Defendant who falls within the definition of one or both Classes.

8. “Class Period” or “Settlement Period” means the period from June 6, 2012 through the date of preliminary approval.

9. “Class Released Claims”

a. “English Only Class Released Claims” means any and all claims for wages, damages, monies, punitive damages, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, attorneys’ fees and costs, that were alleged or that could have been alleged based upon the factual allegations in the Action, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period, including, but not limited to all claims asserted in the Action for alleged: (1) discrimination based on unlawful English Only policy, Cal. Gov’t Code § 12951(a); (2) discrimination based on national origin, including language, race, and color, Cal. Gov’t Code § 12940(a); and (3) violation of California Business and Professions Code section 17200, et seq. based on the Government Code sections alleged (the “English Only Class Released Claims”) against the Released Parties. The Parties agree that the judgment and release of claims provided herein shall have res judicata and collateral estoppel effect.

b. “Hourly Non-exempt Class Released Claims” means any and all claims for

wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, fees and costs, that were alleged or that could have been alleged based upon the factual allegations in the Action, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period, including, but not limited to all claims asserted in the Action for alleged: (1) failure to pay overtime and double time, Cal. Lab. Code §§ 510, 1194; (2) failure to pay minimum wage, Cal. Lab. Code §§ 1194, 1197; (3) failure to provide meal and rest periods, Cal. Lab. Code §§ 226.7, 512; (4) waiting time penalties for failure to pay wages due on discharge, Cal. Lab. Code §§ 201-203; (5) failure to timely pay all wages earned, Cal. Lab. Code § 204; (6) unlawfully withholding wages due following demand, Cal. Lab. Code § 216; (7) failure to pay wages pursuant to statute or contract, Cal. Lab. Code § 223; (8) illegal terms and conditions, Cal. Lab. Code § 432.5; (9) failure to provide accurate wage statements, Cal. Lab. Code §§ 226(a), (b), and 226.3; (10) failure to permit inspection of wage statements within 21 days of request, Cal. Lab. Code §§ 226(c), (e), and (f); (11) failure to provide personnel files, Cal. Lab. Code § 1198.5; (12) conversion and theft, Cal. Civ. Code §§ 3294, 3336; (13) violation of Business and Professions Code section 17200, et seq. based on the Labor Code and Civil Code sections alleged, and with respect to the statutory and civil penalties claimed in the Action, any source of obligation as a basis for claiming such penalties, including any and all obligations imposed by the applicable Wage Orders (the “Hourly Non-Exempt Class Released Claims”) against the Released Parties. The Parties agree that the judgment and release of claims provided herein shall have res judicata and collateral estoppel effect.

10. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiffs ALICIA SOTELO and CLAUDIA RUIZ in addition to their Individual Settlement Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

11. “Class Representatives” means Plaintiffs ALICIA SOTELO and CLAUDIA RUIZ

in their capacity as the representatives of the Class Members.

12. "Compensable Pay Periods" means the total number of pay periods during which an Hourly Non-exempt Class Member worked for Defendant during the Class Period, according to Defendant's records.

13. "Counsel for Defendant" shall refer to Lindbergh Porter and Kurt R. Bockes of LITTLER MENDELSON, P.C.

14. "Court" means San Bernardino County Superior Court.

15. "Defendant" means SAN BERNARDINO CARE COMPANY.

16. "Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement Agreement and entry of judgment expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement and entry of judgment or dismissal of the appeal.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member who has not submitted a Request for Exclusion.

18. "Maximum Settlement Fund" means the Maximum Settlement Amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancements, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, and which excludes the employer's share of payroll taxes.

19. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

20. "Notice Packet" means the Notice of Class Action Settlement and Request for Exclusion in a form substantially similar to the form attached hereto as Exhibit A.

21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

22. “PAGA Covered Employees” means those Class Members who were employed by Defendant in California as hourly nonexempt employees during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

23. “PAGA Letters” means the letters or notices, pursuant to California Labor Code section 2699.3, that Plaintiffs conveyed to the California Labor and Workforce Development Agency (“LWDA”) on May 13, 2016 describing Defendant’s alleged violations under the California Labor Code.

24. “PAGA Payment” means the portion of the Maximum Settlement Fund that is designated as civil penalties pursuant to PAGA in the total amount of Fifteen Thousand Dollars (\$15,000.00).

25. “PAGA Individual Payment” means the amount paid from the PAGA Payment to PAGA Covered Employees.

26. “PAGA Period” means the period of time from June 6, 2015 through the date of preliminary approval.

27. “PAGA Released Claims” means the release of the Released Parties by the Labor Workforce Development Agency, State of California, all PAGA Covered Employees, and by Plaintiffs SOTELO and RUIZ as proxies for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint in the Action, the PAGA Letters, and ascertained in the course of the Action. The release of PAGA Released Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

28. “Parties” means Plaintiffs ALICIA SOTELO and CLAUDIA RUIZ and Defendant, collectively, and “Party” shall mean either Plaintiffs ALICIA SOTELO or CLAUDIA RUIZ or Defendant, individually.

29. "Payment Ratio" means the respective Compensable Pay Periods for each Hourly Non-exempt Class Member divided by the total Compensable Pay Periods for all Hourly Non-exempt Class Members.

30. "Pay Period" means any Pay Period during which a Class Member worked for Defendant for at least one day, during the Class Period.

31. "Plaintiffs" means MONA COPAS, ALICIA SOTELO, MARIA GUDINO, and CLAUDIA RUIZ.

32. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

33. "Released Parties" means Defendant SAN BERNARDINO CARE COMPANY and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

34. "Request for Exclusion" means the Request for Exclusion form or a written statement requesting exclusion containing the Class Member's name, signature, address, and telephone number to be mailed by the Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

35. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

36. "Settlement Administrator" or "Claims Administrator" means Phoenix Class Action Administration Solutions.

37. "Settlement Class Members" or "Settlement Classes" means all Class Members

who do not timely submit a valid Request for Exclusion to be excluded from the Classes as provided for in this Agreement.

II. RECITALS

38. On March 24, 2017, Plaintiffs COPAS, SOTELO, GUDINO, and RUIZ filed a putative class action and PAGA representative action Complaint against Defendant in San Bernardino County Superior Court captioned as *MONA COPAS, ALICIA SOTELO, MARIA GUDINO, and CLAUDIA RUIZ, individually and on behalf of All Others Similarly Situated v. SAN BERNARDINO CARE COMPANY, INC., dba MEDICAL CENTER CONVALESCENT HOSPITAL, a California corporation; and DOES 1-100, inclusive*, Case No. CIVDS1705324. The claims for relief Plaintiffs asserted on behalf of themselves and the putative class are: (1) discrimination based on unlawful English Only policy Cal. Gov't Code § 12951(a); (2) discrimination based on national origin, including language, race, and color, Cal. Gov't Code § 12940(a); (3) failure to pay overtime and double time, Cal. Lab. Code §§ 510, 1194; (4) failure to pay minimum wage, Cal. Lab. Code §§ 1194, 1197; (5) failure to provide meal and rest period, Cal. Lab. Code §§ 226.7, 512; (6) waiting time penalties for failure to pay wages due on discharge, Cal. Lab. Code §§ 201-203; (7) failure to timely pay all wages earned, Cal. Lab. Code § 204; (8) unlawfully withholding wages due following demand, Cal. Lab. Code § 216; (9) failure to pay wages pursuant to statute or contract, Cal. Lab. Code § 223; (10) illegal terms and conditions, Cal. Lab. Code § 432.5; (11) failure to provide accurate wage statements, Cal. Lab. Code §§ 226(a), (b), and 226.3; (12) failure to permit inspection of wage statements within 21 days of request, Cal. Lab. Code §§ 226(c), (e), and (f); (13) failure to provide personnel files, Cal. Lab. Code § 1198.5; (14) conversion and theft, Cal. Civ. Code §§ 3294, 3336; (15) violation of Business and Professions Code section 17200, et seq.; and (16) civil penalties pursuant to the California Private Attorney General Act (Cal. Lab. Code §§ 2698 et seq.), based on the Labor Code sections alleged.

39. Defendant filed an answer to the Complaint on May 18, 2017, asserting general and affirmative defenses.

40. Plaintiffs and Defendant engaged in discovery and a voluntary exchange of

information concerning the claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and class payroll data. The Plaintiffs and Defendant additionally have each conducted independent investigations and fact finding.

41. On February 27 and 28, 2017, Plaintiffs and Defendant participated in their first mediation under the guidance of the Hon. Michael D. Marcus (Ret.). The Action did not settle.

42. On May 14, 2020, Plaintiffs and Defendant participated in full day of mediation under the guidance of an experienced wage and hour neutral, Gig Kyriacou, Esq. After the mediation, the Parties continued to work with Mr. Kyriacou, and through further discussions under the guidance of Mr. Kyriacou eventually reached an agreement to resolve all claims in this Action.

43. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment.

44. The Plaintiffs and Class Representatives are represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting discovery and reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Defendant is agreeing to this Settlement to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

45. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount, which shall fund the Individual Settlement Payments, the Class Representative Enhancement, the

Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Fund except its share of payroll taxes. This settlement is non-reversionary and none of the Maximum Settlement Fund shall revert to Defendant.

46. Releases of Claims.

a. Release By All English Only Class Settlement Class Members. Upon the Effective Date, each Class Member (including Plaintiffs SOTELO and RUIZ) of the English Only Class who does not timely submit a valid Request for Exclusion, shall, for the Class Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the English Only Class Released Claims.

b. Release By All Hourly Non-exempt Class Settlement Class Members. Upon the Effective Date, each Class Member (including Plaintiffs SOTELO and RUIZ) of the Hourly Non-exempt Class who does not timely submit a valid Request for Exclusion, shall, for the Class Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the Hourly Non-exempt Class Released Claims.

c. General Release By Plaintiffs SOTELO and RUIZ. In addition to the English Only Class Released Claims and the Hourly Non-exempt Class Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiffs SOTELO and RUIZ, for themselves and for any decedent, heirs, legal representatives, successors and assigns, do hereby irrevocably and unconditionally release, acquit and forever discharge the Released Parties, from any and all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiffs SOTELO and RUIZ ever had, now have, have asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any

acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date Plaintiffs SOTELO and RUIZ signs this Agreement. This release includes but is not limited to any and all claims arising under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Fair Labor Standards Act, as amended and the Portal to Portal Act; (f) the Equal Pay Act; (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California Civil Code; and (q) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiffs SOTELO and RUIZ shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits they may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

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.

d. Nothing in this Agreement, including the General Release by Plaintiffs SOTELO and RUIZ, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to

prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the Action, prevents Plaintiffs SOTELO AND RUIZ from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiffs SOTELO AND RUIZ have reason to believe is unlawful, or waives Plaintiffs SOTELO AND RUIZ's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiffs SOTELO and RUIZ from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiffs SOTELO AND RUIZ from exercising their rights, if any, under Section 7 of the NLRA to engage in protected, concerted activity, including discussing their compensation or terms and conditions of employment, although by signing this Agreement Plaintiffs SOTELO and RUIZ are waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs SOTELO or RUIZ or on Plaintiffs SOTELO or RUIZ's behalf by any third party, except for any right Plaintiffs SOTELO or RUIZ may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited. In addition, nothing in this Agreement limits or affects Plaintiffs SOTELO AND RUIZ's right to disclose or discuss sexual harassment or sexual assault disputes.

e. PAGA Release by PAGA Covered Employees and Labor Workforce Development Agency. Upon the Effective Date, the Labor Workforce Development Agency, State of California, in addition to all PAGA Covered Employees, and Plaintiffs SOTELO and RUIZ as

a proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims.

47. Certification of the Settlement Class and Nullification of Settlement Agreement.

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

48. Tax Treatment.

a. The Parties, Class Counsel and Defendant's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defendant's Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes found to be due from or against a Settlement Class Member as a result of the Individual Settlement Payments described herein.

b. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

49. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs SOTELO and RUIZ and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B but in no amounts other than those stated in Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

50. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

51. Settlement Administration.

a. Class Data. No later than thirty (30) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of

preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement and Request for Exclusion in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Classes who do not request to be excluded from the Settlement Classes. All Class Members shall be advised that they will be part of the PAGA settlement, whether or not they elect to opt-out of the class settlement. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment within the Class Period and the estimated amount of their Individual Payment and for Class Members of the Hourly Non-exempt Class, the number of Compensable Pay Periods.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement

Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing if another mailing address is identified by the Settlement Administrator. The deadlines for Class Members' Requests for Exclusion and written objections will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the Compensable Pay Periods worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Pay Periods. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility or ineligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility or ineligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator either the Request for Exclusion form or a written statement requesting exclusion from the Settlement. The written statement must contain the Class Member's name (and former names, if any), signature, address, and telephone number.

The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, however, all PAGA Covered Employees will receive their PAGA Individual Payments and will be releasing the PAGA Released Claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by the terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement must serve on the Settlement Administrator by first class mail a written statement of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member (and former names, if any); (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (4) the reason(s) for the objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class

Members who submit a Request for Exclusion are not entitled to object to the Settlement.

52. Funding and Allocation of the Maximum Settlement Fund. Funding of the Maximum Settlement Fund will take place in two payments. No later than sixty (60) days after the Court's order granting final approval of the Settlement Agreement, Defendant shall provide the first payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund to the Settlement Administrator, as set forth in this Agreement. The second and final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) shall be provided no later than two hundred and seventy-four (274) days from the date of the issuance of the first payment. Within sixty (60) days of the Effective Date, Defendant will provide the Settlement Administrator a list identifying all Settlement Class Members who have garnishments and liens, the amounts of each individual's garnishments and liens, and the name and address of the person or entity that is entitled to receive payment of such garnishments and liens.

a. PAGA Payment. As one part of the Motion for Order Granting Preliminary Approval, Plaintiffs SOTELO and RUIZ and Class Counsel shall seek approval from the Court of the PAGA Payment of Fifteen Thousand Dollars (\$15,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall send to the Workforce Development Agency ("LWDA") Seventy-Five Percent (75%) of the approved PAGA Payment no later than fifteen (15) calendar days after Defendant sends the final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund to the Settlement Administrator. The Settlement Administrator shall pay Twenty-Five Percent (25%) of the approved PAGA Payment to the PAGA Covered Employees no later than fifteen (15) calendar days after Defendant sends the final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) to the Settlement Administrator. The PAGA Individual Payment paid to each PAGA Covered Employee shall be calculated by dividing 25% of the approved PAGA Payment by the number of Compensable Pay Periods for all PAGA Covered Employees during the PAGA Period and then multiplying the result by the number of

Compensable Pay Periods for each PAGA Covered Employee during the PAGA Period.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. Individual Settlement Payments shall consist of two parts: An English Only Class Payment for Settlement Class Members of the English Only Class and an Hourly Non-exempt Class Payment for all Settlement Class Members of the Hourly Non-exempt Class. The payments shall be calculated in accordance with the following steps:

i. From the Net Settlement Amount, there shall first be paid Twenty-Five Dollars (\$25.00) to each Settlement Class Member of the English Only Class. This amount shall be known as the English Only Class Payment. The Net Settlement Amount, when reduced by all of the English Only Class Payments, shall be known as the remaining Net Settlement Amount.

ii. Using the Class Data, the Settlement Administrator will calculate the total Compensable Pay Periods for all Settlement Class Members of the Hourly Non-exempt Class by adding the number of Compensable Pay Periods worked by each Settlement Class Member in the Hourly Non-exempt Class during the Class Period. The respective Compensable Pay Periods for each Settlement Class Member of the Hourly Non-exempt Class will be divided by the total Compensable Pay Periods for all Settlement Class Members in the Hourly Non-exempt Class, resulting in the Payment Ratio for each Settlement Class Member of the Hourly Non-exempt Class. Each Hourly Non-exempt Class Settlement Class Member's Payment Ratio will then be multiplied by the remaining Net Settlement Amount to calculate each Hourly Non-exempt Class Settlement Class Member's estimated Individual Settlement Payments.

iii. The sum of the English Only Class Payment, and the Hourly Non-exempt Class Payment, if any, for each Settlement Class Member shall be the Individual Settlement Payment for the Settlement Class Member.

iv. Tax Allocation. For tax purposes, the entirety of the English Only Class Payment shall be allocated to interest and other non-wage damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized

deductions. For tax purposes, the Hourly Non-exempt Class Payments shall be allocated Thirty-Three Percent (33%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Sixty-Seven Percent (67%) to interest, penalties, liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

v. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after the final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund is provided to the Settlement Administrator.

vi. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 180 days, fifteen (15) calendar days after the check-cashing deadline the Claims Administrator shall escheat the funds to the California Controller's Unclaimed Property Fund. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat*.

c. Class Representative Enhancement. Plaintiffs SOTELO and RUIZ and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payments. Defendant agrees not to oppose or object to any

application or motion by Plaintiffs SOTELO and RUIZ for a Class Representative Enhancement of up to Two Thousand Five Hundred Dollars (\$2,500.00) to Plaintiffs SOTELO and RUIZ. The Class Representative Enhancement is the sole and exclusive consideration for the Released Claims, a General Release, and for Plaintiffs SOTELO and RUIZ's time, effort and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiffs SOTELO and RUIZ from the Maximum Settlement Fund no later than fifteen (15) calendar days after the final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund is provided to the Settlement Administrator. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs SOTELO and RUIZ for their Class Representative Enhancement. Plaintiffs SOTELO and RUIZ shall be solely and legally responsible to pay any and all applicable taxes on their respective Class Representative Enhancement and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to Plaintiffs SOTELO and RUIZ's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancements, Plaintiffs SOTELO and RUIZ shall not have the right to revoke the Settlement, and it will remain binding.

d. Class Counsel Award. Plaintiffs SOTELO and RUIZ and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one third (33.33%) of the Maximum Settlement Fund, one third (33.33%) of the Maximum Settlement Amount being Ninety-Nine Thousand Nine Hundred Ninety Dollars and No Cents (\$99,990.00). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Twenty Thousand Dollars

(\$20,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiffs SOTELO and RUIZ, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than fifteen (15) calendar days after the final payment of One Hundred and Fifty Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund is provided to the Settlement Administrator. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs SOTELO and RUIZ and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

e. Settlement Administration Costs. Plaintiffs SOTELO AND RUIZ and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendant agrees not to oppose or object to any application or motion by Plaintiffs SOTELO and RUIZ for payment of up to Eleven Thousand Seven Hundred Fifty Dollars (\$11,750.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than fifteen (15) calendar days after the final payment of One Hundred and Fifty

Thousand Dollars (\$150,000.00) of the Maximum Settlement Fund is provided to the Settlement Administrator.

f. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund:	\$	300,000
Class Representative Enhancement:	\$	-5,000
Class Counsel's Fees:	\$	-99,990.00
Class Counsel's Costs:	\$	-20,000
PAGA Payment:	\$	-15,000
		<i>(\$11,250 to the LWDA and \$3,750 to remain in the Net Settlement Amount)</i>
Settlement Administration Costs:	\$	-11,750
Net Settlement Amount	\$	148,260.00

53. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiffs SOTELO and RUIZ shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiffs SOTELO and RUIZ shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to Exhibit C. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiffs SOTELO and RUIZ shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiffs SOTELO and RUIZ will provide Defendant with a copy of the motion(s) at least five (5) business days before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

- ii. Certify the Classes for Settlement purposes only;
- iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;
- iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancements;
- v. Approve the payment of reasonable Settlement Administration Costs;
- vi. Enter Judgment pursuant to California Rules of Court, rule 3.7969(h); and
- vii. Permanently bar Plaintiffs SOTELO and RUIZ and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties.
- viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiffs SOTELO and RUIZ to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

54. Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is more than five percent (5%) of all Class Members, Defendant shall have, in its sole discretion, the

option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within fifteen (15) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than five percent (5%) of the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

55. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

56. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiffs SOTELO and RUIZ and the Settlement Classes:
POTTER HANDY LLP
Mark D. Potter
James M. Treglio

100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (858) 375-7385
Facsimile: (888) 422-5191

To Defendant:

LITTLER MENDELSON, P.C.
Lindbergh Porter
Kurt R. Bockes
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

57. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

58. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

59. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

60. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs SOTELO and RUIZ represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

61. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

62. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

63. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

64. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

65. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

66. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

67. No Admissions. Plaintiffs SOTELLO and RUIZ have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant

has claimed and continues to claim that the Released Claims lack merit and do not give rise to the alleged liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs SOTELO and RUIZ or Class Counsel as to the merits or lack thereof of the claims asserted.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: Alicia Sotelo

By: *Alicia Sotelo*
DE7459FD679D677B51262DB1A9AE3D35 ready**sign**

ALICIA SOTELO

DATED: 07/21/2023

By: *Claudia Ruiz*
FF82CEA1FA622A097F8F3B1B3A547BD2 ready**sign**

CLAUDIA RUIZ

DATED: June 30, 2023

SAN BERNARDINO CARE COMPANY

By: *[Signature]*
Title: CEO

APPROVED AS TO FORM:

DATED: July 21, 2023

POTTER HANDY LLP

By: 

Mark D. Potter
James M. Treglio
Counsel for Plaintiffs ALICIA SOTELO and
CLAUDIA RUIZ, individually and on behalf
of others similarly situated

DATED: June 28, 2023

LITTLER MENDELSON, P.C.

By: 

Lindbergh Porter
Kurt R. Bockes
Attorneys for Defendant
SAN BERNARDINO CARE COMPANY

4870-3705-1243.1 / 052068-1038