

James R. Hawkins, SBN 192925
Isandra Fernandez, SBN 220482
isandra@jameshawkinsaplc.com
Anthony L. Draper, SBN 334391
anthony@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: 949-387-7200
Facsimile: 949-387-6676

Attorneys for Plaintiff
Alexandria Ilene Kabitzke

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – HALL OF JUSTICE

ALEXANDRIA ILENE KABITZKE on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CENTRO DE SALUD DE LA COMUNIDAD
DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2022-00046873-CU-OE-CTL

Judge: Hon. Gregory Pollack
Action Date: November 18, 2022
Trial Date: Not Set

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF SECOND AMENDED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am a partner at the law firm of James
3 Hawkins, APLC. I am one of the attorneys of record for Plaintiff Alexandria Ilene Kabitzke
4 (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this Class and
5 PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration
6 in support of Plaintiff’s Second Amended Motion for Preliminary Approval of Class Action
7 Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of
8 Points and Authorities. I have personal knowledge of the facts set forth below, and if called to
9 testify regarding them, I could and would do so competently.

10 2. On September 8, 2022, Plaintiff Kabitzke filed a putative wage and hour class action
11 complaint against Defendant, in San Diego Superior Court, alleging the following causes of action:
12 (1) Failure to Pay Lawful Wages; (2) Failure to Provide Lawful Meal Periods or Compensation in
13 Lieu Thereof; (3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof; (4)
14 Failure to Pay Employee Expenses; (5) Failure to Timely Pay Wages During Employment; (6)
15 Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate, Itemized Wage
16 Statements; and (8) Violations of the Unfair Competition Law. On November 9, 2022, Defendant
17 removed this case to the United States District Court for the Southern District of California under
18 CAFA, Case No. 3:22-cv-01752-H-BGS (hereafter referred to as the “Class Case”). On September
19 8, 2022, Plaintiff provided notice to the Defendant and to the Labor and Workforce Development
20 Agency (“LWDA”) of their intent to allege claims under Labor Code Sections 2699, *et seq.* the
21 Private Attorney General Act (“PAGA”). On November 18, 2022, Plaintiff filed a separate
22 complaint in San Diego Superior Court, which asserted a single claim for alleged Labor Code
23 violations and seeking penalties under PAGA, Case No. 37-2022-0046873. On August 22, 2023,
24 Plaintiff filed a First Amended Complaint (“FAC”) adding class action claims, which is the
25 operative complaint in this matter. Attached hereto as **Exhibit 4**, are true and correct copies of notice
26 sent to the LWDA.

27 3. Throughout this litigation, Defendant has denied Plaintiff’s allegations and raised
28 defenses to her claims, individually and on a class wide basis. Defendant maintains that its policies

1 and practices meet the requirements of the Labor Code and applicable Wage Orders.

2 4. To date, no motion for class certification has been filed in this case, no class has been
3 certified, and the Court has not made any findings that Defendant engaged in any wrongdoing or in
4 violation of any state law, rule, or regulation, with respect to the issues presented in the litigation.

5 5. Through exchange of informal discovery, SYH produced to Plaintiff more than
6 100,000 pages of documents, including all of its pertinent policies, handbooks, the time and wage
7 records for more than 1,100 putative class members dating back as far as 2016, copies of its
8 arbitration policies, and copies of all pleadings, motions, court orders, depositions, discovery
9 requests and responses and everything produced in discovery in Intervenor's Actions, which involve
10 overlapping putative class and PAGA claims against SYH, as well as a list of pay rates and dates of
11 employment for the approximate 3700 putative class members and the aggrieved employees. SYH
12 also produced nearly 100 affidavits signed by current/former nonexempt employees and others,
13 which supported SYH's position that the wage and hour /PAGA claims pled against it were not
14 supported and contrary to their experience working for SYH.

15 6. After conducting extensive informal discovery, exchanging hundreds of thousands of
16 pages of relevant documents and records, having that information reviewed and analyzed by
17 Plaintiff's counsel and by their experts, and engaging in numerous discussions regarding the claims
18 alleged, on March 21, 2023, the Parties attended mediation with Hon. Ronald M. Sabraw (Ret.), an
19 experienced wage and hour class action mediator and former Supervising Judge of the Complex
20 Division of the Alameda Superior Court.

21 7. In the mediation process, the Parties exchanged further information concerning the
22 putative class and PAGA claims and SYH's defenses but did not settle. However, the dialogue
23 continued, and ultimately a mediator's proposal was made and accepted in principle on March 24,
24 2023.

25 8. After the Parties reached a settlement in principle in the instant case, their counsel
26 spent months in continued negotiations about the settlement terms and in the process exchanged
27 additional detailed information pertinent to the settlement.

28 9. Beginning in early April 2023, the Parties exchanged numerous drafts of the long-

1 form Settlement Agreement and notice and had multiple calls and e-mail communications regarding
2 the terms of the documents and revisions thereto.

3 10. The principal terms and provisions of the settlement were finally approved by the
4 Parties on or about July 25, 2023, and the Settlement Agreement was fully executed as of August 7,
5 2023.

6 11. It is this Settlement Agreement that is now before this Court for preliminary approval.
7 Attached hereto as **Exhibit 1** is a true and correct copy of the parties' fully executed Stipulation of
8 Class Action and PAGA Settlement, dated July 31, 2023.

9 12. Based on their own respective independent investigations and evaluations and after
10 considering the sharply disputed factual and legal issues involved in this matter, the risks attending
11 further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v. Superior*
12 *Court* (2012) 53 Cal.4th 1004 ("*Brinker*") decision, the discovery, and investigation conducted to
13 date and the benefits received under the settlement, the Plaintiff and her counsel are of the opinion
14 that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair,
15 reasonable, and adequate and is in the best interests of the Plaintiff and the Class Members and the
16 aggrieved employees. After the motion for preliminary approval was filed in this case, Intervenor
17 moved to intervene and the Court recommended that my office and the lawyers for Intervenor
18 mediate the allocation of the proposed attorneys' fees in this case. On January 26, 2024, counsel for
19 all Plaintiffs and Intervenor mediated with Judge Pate and thereafter reached a settlement that is
20 memorialized in a joint prosecution agreement, which is part of a joint effort to seek approval of the
21 Settlement Agreement and Addendum thereto in this case. Attached hereto as **Exhibit 2** is a true
22 and correct copy of the fully executed Addendum to Stipulation of Class Action and PAGA
23 Settlement. Attached hereto as **Exhibit 3** is a true and correct copy of the Joint Prosecution
24 Agreement ("JPA") entered into between counsel for Plaintiff and Intervenor, effective January 26,
25 2024.

26 13. Over the past 20-plus years attorneys at my firm and I have represented, mediated,
27 and settled many other class actions filed by employees alleging wage and hour violations and have
28 knowledge of the strengths and weaknesses of the claims pled and defenses available in this case and

1 the benefits of the proposed Settlement under the circumstances of the case.

2 14. The damage model used in calculating potential liability was largely based on the
3 number of class members (broken down into current and former employees), the number of pay
4 periods, the average rate of pay and a random sample of time records, wage statements and
5 documents produced by SYH in preparation for mediation. Based on the information provided, the
6 estimated number of work weeks is 320,000 during the Class Period and 40,926 pay periods during
7 the PAGA Period. The average hourly rate of pay is approximately \$21.73.

8 15. Based upon review of the documents and information provided in anticipation of
9 mediation, including the random sample of time records, Plaintiff estimated the maximum potential
10 liability on the meal break claim was \$607,940. This was determined by taking the estimated unique
11 number of meal break violations, 27,977, and multiplying by the average hourly rate of \$21.73
12 ($27,977 \times \$21.73 = \$607,940$). Taking into consideration the nature of the claim, SYH's defenses
13 and issues faced based on the binding arbitration policy and the holding in *Brinker*, the meal break
14 claim was valued between an estimated maximum of \$60,794 (10%) and \$30,397 (5%).

15 16. The rest break claim is premised on allegations that Plaintiff and putative class
16 members were not provided with compliant rest breaks as a result of SYH's practice and policies.
17 Plaintiff alleges SYH did not provide a second or third minimum ten-minute rest break when due
18 and that rest breaks were frequently skipped or interrupted due to patient demands and other job
19 duties. Plaintiff and Class Members allege they were not compensated one (1) hour of pay at regular
20 rate of compensation for each work-day that a rest period was not provided.

21 17. Based on the information and records provided by SYH, Plaintiff estimated the
22 maximum potential liability at \$17,946,568. The maximum estimated liability for this claim was
23 based on a 100% violation rate and was determined by taking all shifts over 3.5 hours, 825,889, and
24 multiplying by the average hourly rate of \$21.73, is approximately \$17,946,568 ($825,889 \text{ shifts} \times$
25 $\$21.73 = \$17,946,568$). However, given SYH's defenses to this claim, including having a valid
26 break policy and binding arbitration policy, as well as certification issues faced due to the *Brinker*
27 decision, the rest break claim was valued between and estimated maximum \$1,794,657 and \$0.

28 18. SYH contends its wage statements complied fully with Labor Code section 226 and

1 disputes that any wages are due to Plaintiff or the putative class and, therefore, there can be no
2 derivative penalties. SYH also disputes that it did “knowingly and intentionally” failed to provide
3 accurate wage statements, or caused Plaintiff or the class any “injury.” SYH also produced nearly
4 100 current/former employee affidavits refute this claim and pointed to its binding arbitration policy
5 that applies to all employment disputes and the claims of most of the putative class members, and
6 which included class waivers and required each individual employee’s claims be submitted to
7 binding arbitration. The estimated maximum potential liability for this claim was calculated at
8 \$12,520,000 based on an estimated 3,130 employees x \$4,000. For purposes of settlement
9 negotiations, said claim was valued between an estimated maximum of \$1,878,000 (15%) and
10 \$626,000 (5%).

11 19. Regarding the claimed failure to timely pay wages, the estimated maximum potential
12 liability was determined to be \$10,932,363 using the formula (# of terminated/former employees) x
13 (30 x average hourly rate x average number of hours worked per day). (2,150 x (30 x \$21.73 x 7.8)).
14 For purposes of settlement negotiations, said claim was valued between an estimated maximum of
15 \$1,093,236 (10%) and \$546,618 (5%).

16 20. To recover any PAGA penalties, Plaintiff would be required at trial to prove each of
17 the underlying Labor Code violations. *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
18 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
19 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
20 Code by the defendant."). Plaintiff must also prove that each PAGA Aggrieved Employee suffered
21 violation in each pay period the employee worked. However, the nature of the PAGA based claims
22 (i.e. rest break, meal period, wage statements, failure to pay all wages owed and to timely pay
23 wages) and SYH’s defenses thereto present a strong risk that PAGA penalties may not be awarded at
24 all. Thus, Class Counsel believes it to be likely that if there were any award it would be a minimal
25 amount. Therefore, the amount of \$100,000 (which has been reserved for the PAGA claim) is both
26 fair and reasonable.

27 21. Regarding the claim for failure to reimburse employee expenses, Plaintiff calculated a
28 maximum potential liability at \$2,949,925 assuming \$50 monthly reimbursement for phone use and

1 estimated average monthly equipment and mileage (5 miles per week) cost. However, this claim
2 would be difficult to certify given the predominance of the individualized inquiry as to whether and
3 to what extent each class member used their personal tools and phones in the performance of their
4 job duties as well as the defenses raised. As such, for purposes of settlement, this claim was valued
5 at \$0.

6 22. Plaintiff has considered the expense and length of continued proceedings necessary to
7 continue the Action against SYH through trial and any possible appeals. Plaintiff is also aware of the
8 burdens of proof necessary to establish liability for the claims asserted in the Action, SYH's
9 defenses thereto, and the difficulties in establishing Plaintiff's damages.

10 23. The proposed Settlement requires Defendant to pay each Class Member who does not
11 opt out a portion of the Net Settlement Amount as specifically set forth in the Settlement Agreement.
12 The amount to be paid to the Class is undoubtedly fair, adequate and reasonable especially in light of
13 the significant risk to Plaintiff and Class Members in continuing with the litigation and not
14 prevailing on class certification or at trial, and thus leaving employees with no recovery.

15 24. The Settlement Agreement and Addendum to it, provide for an award to be paid to
16 the Plaintiff as the Class Representative, as well as to Intervenor, the primary purpose of which is to
17 provide them an enhancement award, taking into consideration the risks, time, effort and expenses
18 incurred by them in coming forward to provide invaluable information and litigate the various cases
19 on behalf of all Class Members and Aggrieved Employees. Plaintiff and Intervenor have actively
20 participated in the various cases by providing information and documentation and assisting their
21 counsel in developing information necessary to litigate and settle this case which has resulted in a
22 favorable settlement for the putative Class Members and Aggrieved Employees. Thus, the payment
23 of up to \$10,000.00 Alexandria Ilene Kabitzke represents a small portion of the aggregate settlement
24 amount and should be awarded. Similarly, the payment of \$20,000 each to Intervenor, Heredia and
25 Hernandez, represents a small portion of the overall settlement that is fair and reasonable to
26 compensate them for the time spent litigating the claims on behalf of the class.

27 25. I have a great deal of experience in wage and hour class action litigation. I have
28 obtained certification in several classes I have handled. I have been approved as class counsel in

1 many other wage/hour class actions, and am currently litigating numerous others. Although not an
2 all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or
3 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- 4 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
5 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
6 premium wages for meal period and rest periods and resultant penalties. Class
7 Notice pending.
- 8 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT-
9 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of
10 overtime for mis-classification of insurance claims adjusters employed by
11 Gallagher Bassett, a third party administrator (TPA) in the State of California.
12 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
13 Approval granted, no objections and funds fully distributed.
- 14 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
15 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
16 overtime and meal and rest break violations for production workers in the State of
17 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.
- 19 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
20 Wage and Hour Class Action case seeking past wages for meal and rest period
21 violations for retail employees in the State of California. Plaintiff's counsel
22 appointed co-lead counsel. Case settled, Final Approval granted, no objections
23 and funds fully distributed.
- 24 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
25 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
26 and rest period violations for retail employees in the State of California.
27 Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval
28 granted, no objections and funds fully distributed.

- 1 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
2 County Superior Court, Case No. BC393709. Wage and Hour Class Action
3 seeking past wages for overtime, meal and rest break violations for driver
4 employees in the State of California. Settlement for “binding arbitration.”
5 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff’s
6 counsel, lead trial counsel and class counsel.
- 7 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
8 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages
9 for overtime, meal and rest breaks violations for production employees in the
10 State of California. Plaintiff’s counsel appointed as lead counsel. Case settled,
11 Final Approval granted, no objections and funds fully distributed.
- 12 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
13 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
14 wages for overtime, meal and rest break violations for production employees in
15 the State of California. Plaintiff’s counsel appointed as co-lead counsel. Case
16 settled, Final Approval granted, no objections and funds fully distributed.
- 17 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
18 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
19 deductions, meal and rest break violations for restaurant employees in the State of
20 California. Plaintiff’s counsel appointed as lead counsel. Case settled, Final
21 Approval granted and funds fully distributed.
- 22 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
23 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for
24 overtime, meal and rest break violations for security officers in the State of
25 California. Plaintiff’s counsel appointed as co-lead counsel. Case settled, Final
26 Approval granted, no objections and funds fully distributed.
- 27 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
28 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action

1 seeking past wages for meal and rest break violations for security officers
2 employed by defendant in the State of California. Plaintiff's counsel and co-
3 counsel. Case settled, Final Approval granted and funds fully distributed.

4 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
5 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
6 overtime, meal and rest break violations for housekeepers employed by defendant
7 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
8 settled, Final Approval granted, no objections and funds fully distributed.

9 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
10 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for
11 meal and rest period violations for non-exempt employees employed by defendant
12 in the state of California. Case settled. Awaiting Preliminary Approval hearing.
13 Plaintiff has petitioned the Court for Lead Counsel.

14 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
15 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
16 wages for field and branch employees of defendant in the State of California.
17 Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final
18 Approval.

19 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
20 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
21 employees of defendant in the State of California. Plaintiff's counsel appointed
22 as lead counsel. Case settled, Final Approval granted, no objections and funds
23 fully distributed.

24 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
25 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and
26 rest break violations for security guards employed by defendant in the State of
27 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
28 Approval granted, no objections and funds fully distributed.

- 1 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
2 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
3 and rest break violations for production employees employed by defendant in the
4 State of California. Plaintiff counsel appointed as lead counsel. Case settled,
5 Final Approval granted, no objections and funds fully distributed.
- 6 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
7 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
8 rest break violations for restaurant employees employed by defendant in the State
9 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
10 Final Approval granted, no objections and funds fully distributed.
- 11 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
12 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
13 classification of managers employed by Defendant, DBA Carl's Jrs. in the State
14 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
15 Final Approval granted, no objections and funds fully distributed.
- 16 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case
17 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal
18 and rest break violations for retail employees employed by defendant in the State
19 of California. Plaintiff's counsel appointed lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.
- 21 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
22 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
23 mis-classification of managers employed by Defendant in the State of California.
24 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
25 no objections and funds fully distributed.
- 26 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court,
27 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
28 overtime, meal and rest break violations for production workers employed by

1 defendant in the State of California. Plaintiff's counsel appointed lead counsel.
2 Cased settled; final approval granted; no objections and funds fully distributed.
3 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
4 Case No. BC387088. Wage and Hour Class Action seeking past wages for
5 overtime, meal and rest period violations for production employees employed by
6 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
7 Case settled, Final Approval granted, no objections and funds fully distributed.

8 26. James Hawkins APLC is a boutique law firm that specializes in wage and hour class
9 actions and is comprised of seasoned attorneys and staff.

10 27. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar
11 since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
12 specialized in employment related litigation including complex wage and hour civil litigation since
13 2003. Ms. Fernandez has been, and currently is, co-counsel in over 40 wage and hour class action
14 litigations for our firm and has produced excellent results for this firm's clients in the wage and hour
15 class actions.

16 28. Lance Dacre, who has also worked on this matter, has been practicing law for 25
17 years and also specializes in the handling of wage and hour class action and PAGA cases.

18 I declare under penalty of perjury under the laws of the state of California that the foregoing
19 is true and correct. Executed on April 2nd, 2024, at Irvine, California.

20
21 
22 James R. Hawkins
23
24
25
26
27
28

EXHIBIT 1

James R. Hawkins, SBN 192925
Isandra Fernandez, SBN 220482
isandra@jameshawkinsaplc.com
Anthony L. Draper, SBN 334391
anthony@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff, ALEXANDRIA ILENE KABITZKE,
on behalf of herself and all others similarly situated

Maria C. Roberts, SBN 137907
mroberts@greeneroberts.com
Dessi N. Day, SBN 207699
dday@greeneroberts.com
Noel J. Meza, SBN 331169
nmeza@greeneroberts.com
GREENE & ROBERTS
402 West Broadway, Suite 1025
San Diego, CA 92101
Telephone: (619) 398-3400
Facsimile: (619) 330-4907

Attorneys for Defendant Centro de Salud de la
Comunidad de San Ysidro, Inc., dba San Ysidro Health

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – HALL OF JUSTICE

ALEXANDRIA ILENE KABITZKE on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CENTRO DE SALUD DE LA COMUNIDAD
DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2002-00046873-CU-OE-CTL

Judge: Hon. Eddie C. Sturgeon
Action Date: November 18, 2022
Trial Date: Not Yet Set

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff, Alexandra Kabitzke, individually
2 and on behalf of, the Class(defined below) and the State of California pursuant to the Private
3 Attorneys General Act, on the one hand; and, Defendant Centro de Salud de la Comunidad de San
4 Ysidro on the other hand, (collectively the “Parties”) and subject to the approval of the Court, that
5 the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this
6 Stipulation of Class Action and PAGA Settlement(“Stipulation”) and that the Court shall make and
7 enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to
8 the definitions, recitals, and terms set forth herein which by this reference become an integral part of
9 this Stipulation.

10 DEFINITIONS

11 1. “Action” collectively means the class action entitled *Alexandria Kabitzke v. Centro*
12 *de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, a California corporation, United
13 States District Court, Southern District of California, Case No. Case No. 3:22-cv-01752-H-B
14 (“Kabitzke Class Action”) and *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San*
15 *Ysidro d/b/a San Ysidro Health*, a California corporation, San Diego Superior Court Case No. 37-
16 2002-00046873.

17 2. “Aggrieved Employees” means those persons employed by Defendant as non-exempt
18 employees in the State of California at any time during the PAGA Period of April 20, 2020.

19 3. “Attorneys’ Fees and Costs” means reasonable attorneys’ fees for Class Counsel’s
20 litigation and resolution of the Action and Class Counsel’s expenses and costs reasonably incurred in
21 connection with the Action.

22 4. “Class Counsel” means James Hawkins, Isandra Fernandez and Lance Dacre of
23 “James Hawkins, APLC.

24 5. “Class Information” means information regarding Class Members that Defendant
25 shall in good faith compile from its records and shall transmit in electronic form to the Settlement
26 Administrator and shall include each Class Member’s and Aggrieved Employee’s full name; last
27 known address; Social Security number; and Compensable Workweeks.

1 6. “Class Members” and/or “Class means all persons employed by Defendant as non-
2 exempt employees in the State of California at any time during the Class Period, which is estimated
3 to be approximately 3,700 individuals.

4 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
5 attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
6 Administrator shall mail to each Class Member and Aggrieved Employee explaining the terms of
7 this Stipulation and the Settlement.

8 8. “Class Period” means the period from December 15, 2016 through March 24, 2023,
9 the date the settlement was reached.

10 9. “Class Representative Service Award” means the amount that the Court authorizes to
11 be paid to Plaintiff, Alexandra Kabitzke, in addition to Plaintiff’s Individual Settlement Payment, in
12 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action.

13 10. “Compensable Workweeks” means the total number of weeks during which a Class
14 Member or Aggrieved Employee worked for Defendant as a non-exempt employee in California
15 during the Class Period, based on Defendant’s records and which shall be used to calculate
16 Individual Settlement Payments.

17 11. “Defendant” means Centro de Salud de la Comunidad de San Ysidro, doing business
18 as San Ysidro Health, a California corporation.

19 12. “Defense Counsel” means Maria C. Roberts, Dessi N. Day and Noel Meza of Greene
20 & Roberts.

21 13. “Effective Date” means (a) if there are no objections to the Settlement, the date of
22 entry of the Judgment; (b) if there are objections to the Settlement, and if an appeal, review or writ is
23 not sought from the Judgment, the date which is thirty (30) days after entry of the Judgment; or (c) if
24 an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other
25 proceedings resulting from the appeal, review or writ have been finally terminated in such a manner
26 as to permit the Judgment to take effect in substantially the form described herein.

27 14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of employer payroll
28 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement

1 Payments that constitutes wages and which excludes all attorneys' fees and litigation costs, Class
2 Representative Service Award, all penalties, including the PAGA payment to the LWDA and to the
3 Aggrieved Employees, interest and any expenses charged by/associated with the Class
4 Administrator. The Employer's Share of Payroll Taxes shall be transmitted by Defendant to the
5 Settlement Administrator in addition to the Maximum Settlement Amount.

6 15. "Final Approval Hearing" means the hearing to be conducted by the Court after the
7 filing by Plaintiff of an appropriate motion and following appropriate notice to Class Members
8 giving Class Members an opportunity to object to or opt out of the Settlement, at which time
9 Plaintiff shall request that the Court finally approve the Settlement, enter the Judgment, and take
10 other appropriate action.

11 16. "Individual Class Payment" means the amount payable from the Net Settlement
12 Amount to each Participating Class Member.

13 17. "Individual PAGA Payment" means the amount payable from the 25% portion of
14 PAGA Payment to Aggrieved Employees.

15 18. "Judgment" means the judgment to be entered by the Court upon granting final
16 approval of the Settlement and this Stipulation as binding upon the Parties and all of the Class
17 Members.

18 19. "LWDA" means the California Labor and Workforce Development Agency.

19 20. "LWDA Payment" means the 75% portion of the PAGA Payment payable to the
20 LWDA.

21 21. "Maximum Settlement Amount" means the maximum amount Defendant shall have
22 to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
23 Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Service
24 Award, Settlement Administration Costs, and the PAGA Payment, including the LWDA Payment.
25 Subject to Court approval and the terms of this Stipulation, the Maximum Settlement Amount
26 Defendant shall be required to pay is Two Million Nine Hundred Thousand Dollars (\$2,900,000.00).
27 As set forth herein, Defendant shall pay the Employer's Share of Payroll Taxes separate from and in
28 addition to the Maximum Settlement Amount.

- 1 22. “Net Settlement Amount” means the Maximum Settlement Amount, less Attorneys’
2 Fees and Costs, the Class Representative Service Award, Settlement Administration Costs, and the
3 LWDA Payment.
- 4 23. “Notice of Objection” means a Class Member’s written objection to the Settlement.
- 5 24. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
6 Labor Code sections 2698, et seq.
- 7 25. “PAGA Payment” means the amount of One Hundred Thousand Dollars (\$100,000)
8 payable from the Maximum Settlement Amount to resolve the PAGA claim alleged in the Action, of
9 which seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%) shall be
10 paid to Aggrieved Employees.
- 11 26. “PAGA Period” means the period from April 20, 2020 through March 24, 2023.
- 12 27. “Participating Class Members” means Plaintiff and all other Class Members who do
13 not submit a valid and timely Request for Exclusion from this Settlement.
- 14 28. “Parties” means Plaintiff and Defendant.
- 15 29. “Plaintiff” means Alexandra Kabitzke.
- 16 30. “Preliminary Approval Order” means the order to be issued by the Court approving
17 and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date of
18 the Final Approval Hearing and granting preliminary approval of the Settlement, among other
19 things.
- 20 31. “Released Claims” means the release of claims as described in Paragraphs 51 and 52
21 of this Stipulation.
- 22 32. “Released Parties” means (i) Defendant; (ii) its past, present and future subsidiaries,
23 parents, affiliated and related companies, divisions, successors, predecessors or assigns; and (iii) its
24 past, present, and future officers, directors, shareholders, partners, agents, insurers, employee,
25 advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors,
26 successors or assigns of any of the foregoing.
- 27 33. “Request for Exclusion” means a written request by a Class Member to opt out of, or
28 exclude oneself, from the Settlement.

1 34. “Response Deadline” means the date forty-five (45) days after the Settlement
2 Administrator mails the Class Notices to Class Members and the last date on which Class Members
3 may submit a Notice of Objection or Request for Exclusion. Class Members to whom Class Notices
4 are resent after having been returned undeliverable to the Settlement Administrator shall have an
5 additional fifteen (15) calendar days beyond the expiration of the initial Response Deadline.

6 35. “Settlement” means the final and complete disposition of the Action pursuant to this
7 Stipulation.

8 36. “Settlement Administration Costs” means the reasonable costs and fees of
9 administration of this Settlement, including, but not limited to: (i) printing, mailing and re-mailing
10 (if necessary) Class Notices to Class Members; (ii) preparing and submitting to Class Members and
11 government entities all appropriate tax filings and forms; (iii) preparing, with the assistance of
12 Defense Counsel, and serving the CAFA Notice; (iv) computing the amount of and distributing
13 Individual Settlement Payments, the Class Representative Service Award, Attorneys’ Fees and
14 Costs, and the LWDA Payment; (v) processing and validating Requests for Exclusion and Notices
15 of Objection; (vi) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal
16 Revenue Code; and (viii) calculating and remitting to the appropriate government agencies all
17 employer and employee payroll tax obligations arising from the Settlement and preparing and
18 submitting filings required by law in connection with the payments required by the Settlement.

19 37. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”).

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **RECITALS**

2 **Procedural History**

3 38. On September 8, 2022, Plaintiff Alexandra Kabitzke filed a putative wage and hour
4 class action complaint against Defendant in San Diego Superior Court, alleging the following causes
5 of action: (1) Failure to Pay Lawful Wages; (2) Failure to Provide Lawful Meal Periods or
6 Compensation in Lieu Thereof; (3) Failure to Provide Lawful Rest Periods or Compensation in Lieu
7 Thereof; (4) Failure to Pay Employee Expenses; (5) Failure to Timely Pay Wages During
8 Employment; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate,
9 Itemized Wage Statements; and (8) Violations of the Unfair Competition Law.

10 39. On November 9, 2022, Defendant removed this case to the United States District
11 Court for the Southern District of California under CAFA, Case No. 3:22-cv-01752-H-BGS,
12 (hereafter referred to as the "Class Case"). Defendant also moved to compel binding arbitration of
13 Plaintiff's individual claims, to which the parties later stipulated and the district court ordered on
14 December 12, 2022.

15 40. On November 18, 2022, Plaintiff filed a separate complaint in San Diego Superior
16 Court against Defendant, in which she alleged a representative action for penalties under the Private
17 Attorneys General Act ("PAGA"), Case No. 37-2022-00046873, hereafter referred to as the "PAGA
18 Case.") This case has been stayed since the complaint was served, pending efforts by the parties at
19 resolution of the cases.

20 **Settlement Negotiations**

21 41. In late 2022, the possibility of resolving the claims pled in both the Class Case and
22 the PAGA Case began being discussed. Thereafter, at Plaintiff's request and subject to the mediation
23 privilege, Defendant produced to Plaintiff's counsel more than 100,000 pages of documents which
24 includes: all of Defendant's pertinent employee policies and handbooks dating back to 2016, a
25 sampling of wage and time records for more than 1,000 nonexempt employees, copies of every
26 deposition taken, all discovery exchanged, all pleadings, substantive motions, oppositions and reply
27 briefs and related court orders entered in two other pending cases filed against Defendant, one of
28 which alleges wage and hour claims on a putative class basis and the second case only has remaining

1 in it a single PAGA claim, (the two cases are referred to as “Heredia and Hernandez Cases”).
2 Defendant also provided Plaintiff copies of about 100 declarations signed by current and former
3 employees which address various issues raised in one or all of the Kabitzke, Heredia and Hernandez
4 cases.

5 42. In early 2023, the parties agreed to attend mediation with Hon. Ronald Sabraw and
6 were able to schedule mediation on March 21, 2023. Prior to the mediation, counsel for the Parties
7 engaged in numerous, lengthy conferences with the mediator regarding the facts, procedural history,
8 claims pled, defenses to those claims and information about past mediation efforts engaged in by
9 Defendant in the Heredia and Hernandez cases over a six month period in 2022.

10 43. After a full day of mediation on March 21, 2023, the Parties did not reach a
11 settlement. Thereafter, the mediator (Judge Sabraw) issued a mediator’s proposal for the resolution
12 of all claims pled in the two Kabitzke cases and in the Heredia and Hernandez. The mediator’s
13 proposal set forth the material terms of a proposed class action and PAGA settlement. On March 24,
14 2023, Judge Sabraw advised counsel for the Parties that the Mediator’s proposal had been accepted,
15 subject to a more comprehensive written settlement agreement and Court approval.

16 **Benefits of Settlement to Plaintiff and Class Members**

17 44. Plaintiff and Class Counsel recognize the expense and length of continued
18 proceedings necessary to litigate Plaintiff’s disputes in the Action through trial and through any
19 possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of
20 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
21 Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted
22 in the Action, both generally and in response to Defendant’s defenses thereto, and the difficulties in
23 establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class
24 Counsel also have taken into account Defendant’s agreement to enter into a settlement that confers
25 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
26 have determined that the Settlement as set forth in this Stipulation is fair, adequate, and reasonable
27 and is in the best interests of all Class Members. Plaintiff and Class Counsel agree and stipulate that
28 no aspect of the Settlement shall or can entitle any Class Member with the right to recover any

1 additional benefits from Defendant, other than as set forth in the Stipulation. It is the intention of the
2 Parties that compensation or benefits payable under this Stipulation are not subject to the additional
3 tax imposed pursuant to Section 409A of the IRS Code.

4 **Defendant's Reasons for Settlement**

5 45. Defendant disputes the individual and putative class claims pled by Plaintiff as well
6 as in the Heredia and Hernandez cases. Defendant has always strived to have employment policies
7 and practices that are compliant with applicable law and its policies and practices adhere to the law.
8 However, Defendant wishes to avoid the necessity of incurring continued attorneys' fees and costs
9 and the burdens associated with defending the Kabitzke, Heredia and Hernandez cases. Defendant
10 would prefer, instead, to resolve all claims pled and, in doing so, provide a direct benefit to its
11 employees. Substantial time, energy, and resources have been, and unless this Settlement is
12 completed, shall continue to be, devoted by Defendant and its employees in the defense of the claims
13 asserted by Plaintiff and in the Heredia and Hernandez cases. Even though Defendant contends it is
14 not liable for any of the claims alleged in these cases, that it has fully compliant policies and
15 practices and binding arbitration policies containing class waivers that apply to all employees as of
16 February 2021, it has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
17 Stipulation and to put to rest the claims alleged in the cases. Defendant has asserted and continues to
18 assert that the claims alleged have no merit and do not give rise to any liability, damages, restitution,
19 penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing
20 contained in this Stipulation, no documents referred to herein, and no action taken to carry out this
21 Stipulation, shall be construed or used as an admission by or against Defendant, which believes it
22 has complied with all applicable state, federal and local laws.

23 **TERMS OF SETTLEMENT**

24 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
25 forth herein, the Parties agree, subject to the Court's approval, as follows:

26 ///

27 ///

28 ///

1 **Binding Settlement**

2 46. Upon the Effective Date, the Settlement, including the release of Released Claims,
3 shall bind the Parties and all Class Members, subject to the terms and conditions hereof and the
4 Court's approval.

5 **Tax Liability**

6 47. The Parties make no representations as to the tax treatment or legal effect of any
7 settlement payment specified herein, and Class Members are not relying on any statement or
8 representation by the Parties, Class Counsel or Defense Counsel in this regard. Class Members and
9 Class Counsel understand and agree that they shall be responsible for the payment of their portion of
10 taxes and penalties assessed on the payments specified herein (with the exception of the Employer's
11 Share of Payroll Taxes as set forth in Paragraph 56(f) of this Stipulation), and shall hold the Plaintiff,
12 Defendant, Class Counsel and Defense Counsel free and harmless from and against any claims
13 resulting from treatment of such payments as non-taxable, including the treatment of such payments
14 as not subject to withholding or deduction for payroll and employment taxes.

15 **Circular 230 Disclaimer**

16 48. The Parties acknowledge and agree that (1) no provision of this Stipulation, and no
17 written communication or disclosure between or among the Parties, Class Counsel or Defense
18 Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure
19 constitute or be construed or be relied upon as, tax advice within the meaning of United States
20 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
21 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice
22 (including tax advice) in connection with this Stipulation, (b) has not entered into this Stipulation
23 based upon the recommendation of any other party or any attorney or advisor to any other party, and
24 (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any
25 other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
26 attorney or adviser to any other party has imposed any limitation that protects the confidentiality of
27 any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
28

1 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
2 transaction, including any transaction contemplated by this Stipulation.

3 **Estimated Class Size**

4 49. Defendant represents that the estimated number of Class Members is approximately
5 3700 individuals, who worked approximately 332,000 workweeks.

6 **Preliminary Approval of Settlement**

7 50. Within fourteen (14) days of full execution of this Stipulation, Plaintiff shall move the
8 Court to enter a Preliminary Approval Order which, among other things, (1) approves, as to form
9 and content, the Class Notice; (2) approves the manner and method for Class Members to object to
10 and request exclusion from the Settlement as specified herein and in the Class Notice; (3) directs the
11 mailing of the Class Notices to the Class Members as specified herein; (4) preliminarily approves the
12 Settlement; and (5) schedules a Final Approval Hearing. The Parties agree to work diligently and
13 cooperatively to have this Settlement presented to the Court for preliminary approval.

14 **Released Claims**

15 51. Release by Participating Class Members: Upon the Effective Date, Plaintiff and all
16 Participating Class Members shall be deemed to have fully released the Released Parties from any
17 and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation,
18 damages, attorneys' fees, actions, and/or causes of action that were pleaded or could have been
19 pleaded based upon the factual allegations set forth by Plaintiff in her original and/or FAC filed in
20 this Action and arising at any time during the Class Period, including any and all claims for and/or
21 related to the causes of action pled for alleged: (1) Failure to Pay Lawful Wages; (2) Failure to
22 Provide Lawful Meal Periods or Compensation in Lieu Thereof; (3) Failure to Provide Lawful Rest
23 Periods or Compensation in Lieu Thereof; (4) Failure to Pay Employee Expenses; (5) Failure to
24 Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages at Termination; (7)
25 Failure to Provide Accurate, Itemized Wage Statements; and (8) Violations of the Unfair
26 Competition Law.

27 52. Release by Aggrieved Employees: Upon entry of Final Judgment and funding of the
28 Gross Settlement Amount, all Aggrieved Employees (regardless of whether they are Participating

1 Class Members or Non-Participating Class Members) will be deemed to release, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
4 were alleged in the complaints in the Actions and those based solely upon the facts alleged in the
5 complaints in the Actions, including, e.g., PAGA penalties for meal break violations, rest break
6 violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse
7 necessary expenses, failure to keep required records, waiting time penalties and failure to pay or to
8 timely pay all wages due during employment and/or upon termination, and California Labor Code
9 sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174,
10 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.* The release by Aggrieved
11 Employees who are also Non-Participating Class Members is limited to claims under the PAGA
12 arising during the PAGA Period.

13 **Settlement Administration**

14 53. Within fourteen (14) days of entry of the Preliminary Approval Order, Defendant
15 shall provide the Settlement Administrator with the Class Information for purposes of mailing the
16 Class Notices to Class Members. The Class Information will only be disclosed to the Settlement
17 Administrator and will be held securely and in the strictest of confidence by the Settlement
18 Administrator and used only for and in relation to effectuating the Class Settlement described herein
19 and shall be destroyed upon the completion of the Class Settlement. All information provided to the
20 Settlement Administrator will be marked by Defendant as CONFIDENTIAL. This information shall
21 be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement
22 Administrator at any time. The Settlement Administrator shall use due care with respect to the
23 storage, custody, use, and/or dissemination of all confidential information. Such information must
24 be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

25 a. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
26 Settlement Administrator shall perform a search based on the National Change of Address Database
27 maintained by the United States Postal Service to update and correct any known or identifiable
28 address changes. Within fourteen (14) days after receiving the Class Information from Defendant,

1 the Settlement Administrator shall mail copies of the Class Notice to all Class Members via regular
2 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine
3 the current mailing address for each Class Member. The address identified by the Settlement
4 Administrator as the current mailing address shall be presumed to be the most current mailing
5 address for each Class Member. The Parties agree that this procedure for notice provides the best
6 notice practicable to Class Members and fully complies with due process.

7 b. Undeliverable Class Notices. Any Class Notice returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
10 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
11 other type of automated search, using the name, address and/or Social Security number of the Class
12 Member involved, and shall then perform a re-mailing to the Class Member whose Class Notice was
13 returned as non-delivered, assuming another mailing address is identified by the Settlement
14 Administrator. Class Members who are sent a re-mailed Class Notice shall have their Response
15 Deadline extended by fifteen (15) days from the date the Settlement Administrator re-mails the Class
16 Notice. If these procedures are followed, notice to Class Members shall be deemed to have been
17 fully satisfied, and if the intended recipient of the Class Notice does not receive the Class Notice, the
18 intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the
19 Settlement, Release and the Judgment.

20 c. Determination of Individual Settlement Payments. The Settlement
21 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement
22 Payment as set forth in Paragraph 54(a)(i). If a Participating Class Member and/or Aggrieved
23 Employee disagrees with the number of Workweeks and/or PAGA Pay Periods credited to them as
24 stated in their Class Notice, they may dispute that figure by informing the Settlement Administrator
25 of the number of Workweeks and/or PAGA Pay Periods in dispute and submitting supporting
26 documentation (such as, without limitation, payroll or time keeping records, and paycheck stubs)
27 prior to the deadline for objecting to the Settlement. Participating Class Members and/or Aggrieved
28 Employees must notify the Settlement Administrator of any such dispute on or before the Response

1 Deadline (or extended Response deadline if applicable, whichever is later). If there is such a dispute,
2 the Settlement Administrator will consult with Defendant's Counsel and Class Counsel to determine
3 whether an adjustment is warranted. The Settlement Administrator shall notify Class Counsel and
4 Defense Counsel of any such disputes no later than five (5) calendar days after receiving notice of
5 the dispute to determine whether an adjustment is warranted. The Settlement Administrator shall
6 confer with Defense Counsel in an attempt to resolve any dispute about the number of Compensable
7 Workweeks and/or Compensable Pay Periods and the estimated Individual Settlement Payment(s).
8 Defendant's records shall be given the presumption of accuracy Defendant's records shall be given
9 the presumption of accuracy.

10 d. Disputes Regarding Administration of Settlement. Any dispute not resolved
11 by the Settlement Administrator concerning the administration of the Settlement shall be resolved by
12 the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good
13 faith and make use of the services of Judge Sabraw, if necessary, to resolve the dispute without the
14 necessity of involving the Court.

15 e. Requests for Exclusion. The Class Notice shall explain that Class Members
16 who wish to exclude themselves from the class and Settlement must submit a Request for Exclusion.
17 The Request for Exclusion must: (1) state the name, address, telephone number, approximate dates
18 of employment, and last four digits of the Class Member requesting exclusion; (2) contain a
19 statement that the Class Member is requesting to opt out of, or be excluded from, the Settlement; (3)
20 be signed by the Class Member; and (4) be postmarked, faxed or emailed by the Response Deadline
21 to the Settlement Administrator at the specified address, fax number or email address. Subject to
22 review by Class Counsel, Defense Counsel and the Court, the date of the postmark on the return
23 mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement
24 Administrator to determine whether a Class Member has timely requested exclusion from the class
25 and Settlement. Any Class Member who timely and properly requests to be excluded from the class
26 and Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by
27 the terms of the Settlement nor shall the Class Member have any right to object to the Settlement or
28 appeal from the entry of the Judgment. Class Members who do not submit a valid and timely

1 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
2 Settlement and the Judgment entered in this Action, including the release of the Released Claims, if
3 the Settlement is finally approved by the Court. No later than seven (7) days after the Response
4 Deadline, the Settlement Administrator shall provide counsel for the Parties, a complete list of all
5 Class Members who submitted a timely and valid Request for Exclusion.

6 f. Objections. The Class Notice shall state that Class Members who wish to
7 object to the Settlement must submit a Notice of Objection. The Notice of Objection must (1) state
8 the full name of the Class Member; (2) state the grounds for the objection; (3) state whether the
9 Class Member intends to appear at the Final Approval Hearing; (4) be signed by the Class Member;
10 and (5) be postmarked, faxed or emailed by the Response Deadline to the Settlement Administrator
11 at the specified address, fax number or email address. Subject to review by Class Counsel, Defense
12 Counsel and the Court, the date of the postmark on the return mailing envelope on the Notice of
13 Objection shall be the exclusive means used by the Settlement Administrator to determine whether a
14 Class Member has timely objected to the Settlement. Class Members who fail to timely make
15 objections in the manner specified herein shall be deemed to have waived any objections and shall
16 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement, unless
17 otherwise permitted by the Court. A Class Member may not object to the Settlement and also submit
18 a Request for Exclusion. At no time shall any of the Parties, Class Counsel or Defense Counsel seek
19 to solicit or otherwise encourage or discourage Class Members from submitting a Notice of
20 Objection or filing an appeal from the Judgment in this Action.

21 g. Monitoring and Reviewing Settlement Administration. The Parties have the
22 right to monitor and review the administration of the Settlement to verify that the monies allocated
23 under the Settlement are distributed in a correct amount, as provided for in this Stipulation.

24 h. Best Efforts. The Parties agree to use their best efforts to carry out the terms
25 of this Settlement.

26 54. Funding of Maximum Settlement Amount. No later than thirty (30) days after the
27 Effective Date, Defendant shall provide to the Settlement Administrator, in any feasible manner,
28 including, but not limited to, by way of a wire transfer, the Maximum Settlement Amount and any

1 Employer payroll taxes determined to be due and for which Defendant is given at least twenty-one
2 (21) days prior notice from the Settlement Administrator. In no event shall there be any distribution
3 from the Maximum Settlement Amount until after the Effective Date and all conditions precedent
4 specified in this Stipulation have been completely satisfied. If this Settlement is not finally approved
5 by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason,
6 or if the Effective Date does not occur, then no Maximum Settlement Amount shall be paid.

7 a. Individual Settlement Payments. Class Members shall not be required to
8 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
9 Maximum Settlement Amount shall revert to Defendant or result in any unpaid residue. Individual
10 Settlement Payments shall be paid by the Settlement Administrator to all Class Members from the
11 Net Settlement Amount pursuant to the formula set forth herein. Individual Settlement Payments
12 shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Class
13 Member's last known mailing address within fourteen (14) days after Defendant provides the
14 Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual
15 Settlement Payments, the Settlement Administrator shall perform a search based on the National
16 Change of Address Database maintained by the United States Postal Service to update and correct
17 any known or identifiable address changes.

18 i. Individual Class Payment- Each Participating Class Member's
19 Individual Class Payment shall be calculated by the Settlement Administrator according to a formula
20 determined by Class Counsel as follows: Defendant shall provide the Settlement Administrator with
21 the Compensable Workweeks for each Participating Class Member during the Class Period. The
22 Settlement Administrator shall then divide the Net Settlement Amount by the total number of
23 Compensable Workweeks for all Participating Class Members during the Class Period resulting in a
24 value for each week worked by the Participating Class Members during the Class Period
25 ("Workweek Value"). The Settlement Administrator shall then multiply the number of
26 Compensable Workweeks for each Participating Class Member by the Workweek Value.

27 ii. Individual PAGA Payment- In addition, all Aggrieved Employees
28 shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees

1 based on the Aggrieved Employee's Compensable pay periods during the PAGA Period. The
2 Settlement Administrator shall divide 25% portion of the PAGA Payment amount by the total
3 number of Compensable pay periods during the PAGA Period. ("Pay Period Value"). The
4 Settlement Administrator shall then multiply the number of Compensable pay periods for each
5 Aggrieved Employee by the Pay Period Value.

6 iii. Individual Settlement Payments shall be made by check and shall be
7 made payable to each Class Member as set forth in this Stipulation.

8 iv. Individual Settlement Payments shall be allocated as follows: one-
9 fourth (1/4) as wages subject to all applicable tax withholdings, one-half (1/2) as non-wage penalties
10 not subject to payroll tax withholdings, and one-fourth (1/4) non-wage interest not subject to payroll
11 tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each Class Member
12 for the portion of each Individual Settlement Payment allocated as wages and subject to all
13 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
14 Class Member for the portions of each Individual Settlement Payment allocated as non-wage
15 penalties and interest and not subject to payroll tax withholdings.

16 v. Individual Settlement Payment checks shall remain negotiable for one
17 hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check
18 remains uncashed after 180 days from issuance, the Settlement Administrator shall pay over the
19 amount represented by the check, without the need to include interest, to the State Controller's
20 Office Unclaimed Property Fund, with the identity of the Class Member to whom the funds belong.
21 In such event, the Class Member shall nevertheless remain bound by the Settlement.

22 vi. All monies received by Class Members under the Settlement which are
23 attributable to wages shall constitute income to such Class Members solely in the year in which such
24 monies actually are received by the Class Members. It is expressly understood and agreed that the
25 receipt of Individual Settlement Payments shall not entitle any Class Member to additional
26 compensation for overtime pay or for any benefits under any collective bargaining agreement or
27 under any bonus, contest or other compensation or benefit plan or agreement in place during the
28 period covered by the Settlement, nor shall it entitle any Class Member to any increased pension

1 and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that
2 Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by
3 Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff, and
4 that Class Members are not entitled to any new or additional compensation or benefits as a result of
5 having received the Individual Settlement Payments. Furthermore, the receipt of Individual
6 Settlement Payments by Class Members shall not, and does not, by itself establish any general,
7 special, or joint employment relationship between and among the Class Member(s) and Defendant.

8 b. Class Representative Service Award. Subject to Court approval, Plaintiff
9 Alexandra Kabitzke shall be paid a Class Representative Service Award not to exceed Ten Thousand
10 Dollars (\$10,000), for her time and effort in bringing and presenting the Action and for releasing her
11 Released Claims. The Class Representative Service Award shall be paid to Plaintiff from the
12 Maximum Settlement Amount no later than ten (10) days after Defendant provides the Settlement
13 Administrator with the Maximum Settlement Amount. The Settlement Administrator shall issue an
14 IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and
15 legally responsible to pay any and all applicable taxes on his Class Representative Service Award
16 and shall hold harmless Defendant, Class Counsel and Defense Counsel from any claim or liability
17 for taxes, penalties, or interest arising as a result of payment of the Class Representative Service
18 Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual
19 Settlement Payment. Any amounts not requested by Plaintiff or not awarded by the Court for the
20 Class Representative Service Award shall become part of the Net Settlement Amount and shall be
21 distributed to Class Members as part of their Individual Settlement Payments.

22 c. Attorneys' Fees and Costs. Class Counsel shall seek an award of reasonable
23 attorneys' fees in an amount not to exceed one third (33.33%) of the Maximum Settlement Amount,
24 which amounts to Nine Hundred Sixty-Six Thousand Five Hundred and Seventy Dollars
25 (\$966,570). In addition, subject to Court approval, Class Counsel shall be entitled to an award of
26 reasonable costs associated with Class Counsel's prosecution of the Action, in an amount not to
27 exceed Fifty Thousand Dollars (\$50,000). Class Counsel shall provide the Settlement Administrator
28 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to

1 process the Attorneys' Fees and Costs approved by the Court. Defendant takes no position on and
2 will not oppose or object to Plaintiff's request for an award of attorneys' fees and request for an
3 award of reasonable costs in the amounts stated herein. In the event the Court awards Class Counsel
4 less than the requested attorney's fees award and/or less than the requested costs amount, the
5 difference shall become part of the Net Settlement Amount and shall be distributed to Participating
6 Class Members as part of their Individual Settlement Payments. Class Counsel shall be paid any
7 Court-awarded attorneys' fees and costs no later than ten (10) days after Defendant provides the
8 Settlement Administrator with the Maximum Settlement Amount. Class Counsel shall be solely and
9 legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs. The Settlement
10 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs.
11 This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of
12 attorneys' fees or costs.

13 d. PAGA Payment. One Hundred Thousand Dollars (\$100,000) from the
14 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Seventy-Five
15 Thousand Dollars (\$75,000) shall be paid by the Settlement Administrator directly to the LWDA.
16 The remaining Twenty-Five Thousand Dollars (\$25,000) shall be distributed to Aggrieved
17 Employees on a pro rata basis as part of their Individual Settlement Payments.

18 e. Settlement Administration Costs. The Settlement Administration Costs,
19 which are estimated not to exceed Thirty Thousand Dollars (\$30,000.00), shall be paid from the
20 Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the Settlement,
21 the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
22 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
23 process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

24 i. The Settlement Administrator shall be authorized to establish a QSF
25 pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and
26 from which payments required by the Settlement shall be made.

27 ii. The Settlement Administrator shall keep the Parties timely apprised of
28 the performance of all Settlement Administrator responsibilities required by the Settlement.

1 iii. The Parties each represent they do not have any financial interest in
2 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
3 could create a conflict of interest.

4 f. Employer's Share of Payroll Taxes. The Settlement Administrator shall
5 calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the
6 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
7 manner. Within thirty (30) days of the Effective Date, the Employer's Share of Payroll Taxes shall
8 be paid by Defendant in addition to the Maximum Settlement Amount upon at least 21 days advance
9 notice of the amount due from the Settlement Administrator.

10 55. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
11 Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final
12 approval of the Settlement, including determining the amounts properly payable for: (i) Attorneys'
13 Fees and Costs; (ii) the Class Representative Service Award; (iii) the Settlement Administrator
14 Costs, and (iv) the PAGA Payment. At least 14 days prior to moving for Final Approval, the
15 Settlement Administrator shall provide a written report or declaration to the Parties describing the
16 process and results of the administration of the Settlement to date, which report or declaration shall
17 be filed by Plaintiff with the Court prior to the Final Approval Hearing.

18 56. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
19 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
20 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this
21 Stipulation shall be rendered null and void, any order or judgment entered by the Court in
22 furtherance of this Settlement shall be treated as void from the beginning, this Stipulation and any
23 documents related to it shall not have any force and effect and/or be admissible, offered into
24 evidence or used in any other manner in this Action by any Class Member or Class Counsel to
25 support any claim or request for class certification in the Action and shall not be used in any other
26 civil, criminal or administrative action against Defendant or any of the other Released Parties, and
27 the Stipulation and all negotiations, statements and proceedings relating thereto shall be without
28 prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions

1 in the Action prior to the settlement. In addition, Defendant shall retain all rights it has by law to
2 object to the maintenance of the Action as a class or representative action and to defend the claims
3 pled, and nothing in this Stipulation or other papers or proceedings related to the Settlement shall be
4 used as evidence or argument by any Party concerning whether the Action may properly be
5 maintained as a class or representative action. In the event an appeal is filed from the Judgment, or
6 any other appellate review is sought, administration of the Settlement shall be stayed pending final
7 resolution of the appeal or other appellate review, but in no event with the Maximum Settlement
8 Amount increase simply because of an appeal. If the Settlement does not become final because of an
9 appeal or other appellate review, any fees incurred by the Settlement Administrator prior to it being
10 notified of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by
11 Defendant.

12 57. No Admission by Defendant. Defendant denies all claims alleged in the Action and
13 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
14 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
15 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
16 concession, or omission by Defendant, that class certification is proper under the standard applied to
17 contested certification motions, or that the pursuit of a representative action is proper under the
18 governing legal standards. *The Parties stipulate and agree to the certification of the proposed class
19 for settlement purposes only. The Parties further agree that this Stipulation will not be admissible
20 in this or any other proceeding as evidence that (i) a class action should be certified, (ii) a
21 representative action is appropriate or manageable, or (iii) Defendant is liable to Plaintiff or any
22 Class Member, other than according to the terms of this Stipulation.*

23 58. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
24 any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
25 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
26 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

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

1 60. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
2 agreement between the Parties, and no oral or written representations, warranties, or inducements
3 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
4 representations, warranties, and covenants contained and memorialized in this Stipulation and its
5 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
6 the Parties.

7 61. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
8 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
9 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
10 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
11 required to effectuate the terms of this Stipulation. The Parties, Class Counsel and Defense Counsel
12 shall cooperate with each other and use their best efforts to affect the implementation of the
13 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
14 document needed to implement the Settlement, or on any supplemental provisions that may become
15 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
16 and/or Judge Meisinger to resolve such disagreement. The person signing this Stipulation on behalf
17 of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of
18 Defendant. Plaintiff represents and warrants that he is authorized to sign this Stipulation.

19 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
20 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
21 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
22 action, cause of action or right herein released and discharged.

23 63. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
24 inure to the benefit of, the successors and assigns of the Parties.

25 64. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
26 governed by and interpreted according to the laws of the State of California, without giving effect to
27 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

65. Counterparts. The Stipulation may be executed in one or more counterparts by facsimile, email, electronic signature, or scanned copies which for purposes of this Stipulation shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument.

66. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

67. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

68. Binding Nature of Class Notice. It is agreed that because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Class Member.

Dated: 8/7/2023, 2023

DocuSigned by:

 Plaintiff Alexandra Kabitzke

Dated: _____, 2023

Defendant San Ysidro Health
 By: Kevin Mattson, Chief Executive Officer

///

///

///

///

1 65. Counterparts. The Stipulation may be executed in one or more counterparts by
2 facsimile, email, electronic signature, or scanned copies which for purposes of this Stipulation shall
3 be accepted as an original. All executed counterparts and each of them shall be deemed to be one
4 and the same instrument.

5 66. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
7 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class
8 Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
9 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
10 judgments entered in connection therewith.

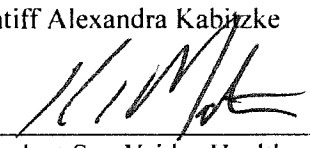
11 67. Invalidity of Any Provision. Before declaring any term or provision of this
12 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
13 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions
14 of this Stipulation as valid and enforceable.

15 68. Binding Nature of Class Notice. It is agreed that because the Class Members are so
16 numerous, it is impossible or impracticable to have each Class Member execute the Stipulation. The
17 Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release
18 of Released Claims and shall have the same force and effect as if this Stipulation were executed by
19 each Class Member.

20 Dated: _____, 2023

Plaintiff Alexandra Kabizke

21
22 Dated: 7/31, 2023



Defendant San Ysidro Health

By: Kevin Mattson, Chief Executive Officer

23
24
25 ///

26 ///

27 ///

28 ///

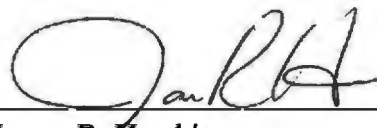
1 APPROVED AS TO FORM AND CONTENT

2 Dated: July 28, 2023

JAMES HAWKINS APLC

3

4

By: 

5

James R. Hawkins

6

Isandra Fernandez

7

Lance Dacre

Attorneys for Plaintiff

ALEXANDRIA ILENE KABITZKE

8

9 Dated: July 28, 2023

GREENE & ROBERTS LLP

10

11

By: _____

Maria C. Roberts

12

Noel J. Meza

13

Attorneys for Defendant

14

Centro de Salud de la Comunidad de San Ysidro, Inc., *dba*

San Ysidro Health

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM AND CONTENT

Dated: July 28, 2023

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff
ALEXANDRIA ILENE KABITZKE

July 31
Dated: ~~July 28~~, 2023

GREENE & ROBERTS LLP

By: *Maria C. Roberts*
Maria C. Roberts
Noel J. Meza
Attorneys for Defendant
Centro de Salud de la Comunidad de San Ysidro, Inc., *dba*
San Ysidro Health

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

(Kabitzke v. Centro de Salud de la Comunidad de San Ysidro, Case No. 37-2022-00046874-CU-OE-CTL
("Kabitzke Action"))

You May Be Entitled to Receive Money From a Settlement Arising From Your Employment By Centro de Salud de la Comunidad de San Ysidro d.b.a. San Ysidro Health

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit will pay money to nonexempt (hourly) employees who were employed by Centro de Salud de la Comunidad de San Ysidro d.b.a. San Ysidro Health ("San Ysidro Health") and worked between the dates of December 15, 2016, to March 24, 2023.
- The Settlement resolves claims asserted in class action cases alleging various wage and hour claims against San Ysidro Health on behalf of persons employed by San Ysidro Health as non-exempt employees during this specified time period.
- The Settlement also resolves claims for alleged penalties brought on behalf of the State of California under California's Private Attorneys General Act ("PAGA").
- The Settlement avoids the costs and risks of continuing the lawsuits, pays money to eligible employees, and releases San Ysidro Health from liability.
- San Ysidro Health expressly denies all of the claims in the lawsuits and denies any wrongdoing or liability and the parties disagree on how much money – if any – could have been awarded if employees won at trial.
- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
Do Nothing	You need not take any action if you wish to receive your settlement payment. If the Settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator, [REDACTED]. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself from the Settlement	You will get no class settlement payment. To exclude yourself, you must send a letter to the Settlement Administrator, as explained below, stating that you wish to exclude yourself from the Settlement. This is the only option that allows you to be part of another potential lawsuit against San Ysidro Health asserting the legal claims settled in this case. You will, however, be bound by the Private Attorneys General Act ("PAGA") release, and you will receive a payment for the PAGA release even if you exclude yourself.
Object to the Settlement	Write to the Court, as explained below, if you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the proposed settlement of the Kabitzke Action (and three other cases alleging similar claims) for alleged wage and hour violations and informs you of your legal rights under that proposed settlement (“the Settlement”). You are receiving this notice because you may be a member of the class on whose behalf the lawsuits were filed.

WHAT ARE THESE LAWSUITS ABOUT?

On December 17, 2020, a former employee of San Ysidro Health, Audrey Heredia, filed a lawsuit against San Ysidro Health in San Diego County Superior Court alleging violations of the California Labor Code and the California Business and Professions Code. On April 20, 2021, another former employee of San Ysidro Health, Jaqueline Hernandez, brought a similar lawsuit against San Ysidro Health in San Diego County Superior Court. On September 8, 2022, another former employee of San Ysidro Health, Alexandria Kabitzke, brought a lawsuit against San Ysidro Health in San Diego County Superior Court. On November 18, 2022, Alexandria Kabitzke brought a separate lawsuit for an award of civil penalties under the PAGA. In these four lawsuits, the Plaintiffs allege various wage and hour violations and seek to recover unpaid wages, meal and rest break premiums, unreimbursed expenses, penalties, and attorneys’ fees and costs, on behalf of themselves and other similarly situated employees of San Ysidro Health. San Ysidro Health has denied the material allegations against it and denies that it failed to comply with the law.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling on the merits in favor of the Plaintiffs or of San Ysidro Health. Plaintiffs believe they could have prevailed on some of their claims at a trial, which is disputed by San Ysidro Health. But there has been no trial in the cases. Instead, both sides agreed to a settlement as a means of avoiding the costs, risks, and uncertainties of a trial, and to ensure the eligible employees will receive compensation. Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former non-exempt (hourly) employees of San Ysidro Health who were employed by San Ysidro Health and who worked between December 15, 2016 and March 24, 2023 (the “Class Period”).

The settlement of the Plaintiff’s PAGA penalty claims will cover all current and former non-exempt (hourly) employees who were employed by San Ysidro Health (“Aggrieved Employees”) and who worked for it between April 20, 2020, and March 24, 2023 (the “PAGA Period”).

C. What has San Ysidro Health agreed to do?

San Ysidro Health has agreed to pay a settlement of \$2,900,000.00 (the “Maximum Settlement Amount”) to end all of the lawsuits against it and to benefit current and former non-exempt (hourly) employees. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel’s attorneys’ fees in an amount set by the Court not to exceed forty percent (40%) of the Maximum Settlement Amount (\$1,160,000.00), plus reasonable litigation costs in an amount set by the Court not to exceed \$175,000.00; (2) service awards to the three Plaintiffs in an amount set by the Court, not to exceed \$10,000.00 for Alexandria Kabitzke, and not to exceed \$20,000 each for Audrey Heredia and Jacqueline Hernandez, for their services as the class representatives in the lawsuits; and (3) a reasonable amount set by the Court to the Settlement Administrator for administering the settlement, not to exceed \$30,000.00; and (4) \$100,000.00 in resolution of the PAGA claims, of which, 75% (\$75,000.00) will be paid to the State of California, and the remaining 25% (\$25,000.00) will be paid to eligible members of the Settlement Class.

The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below. San Ysidro Health also will pay its employer share of applicable payroll taxes on the portion of the settlement payments designated as “wages.”

D. What are you giving up in order to receive a payment and stay in the Class?

Subject to the Court’s approval of the Settlement, all members of the Settlement Class who do not opt out of the Settlement will release San Ysidro Health, and any of its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; its past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns (“Released Parties”), as follows:

(1) If you do not request exclusion from the Settlement, you will fully release the Released Parties from any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, attorneys’ fees, actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the lawsuits and arising at any time during the Class Period, including any and all claims for and/or related to the causes of action pled for alleged: (1) Failure to Pay Lawful Wages; (2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof; (3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof; (4) Failure to Pay Employee Expenses; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate, Itemized Wage Statements; and (8) Violations of the Unfair Competition Law.

The Released Claims do not include a release of all the other rights you have as an employee or former employee of San Ysidro Health. The Released Claims are specifically limited to the claims set forth above.

E. How much money will I receive?

Each participating Settlement Class Member will receive an “Individual Class Payment”, which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting from the Maximum Settlement Amount the court-approved (1) attorneys’ fees and costs to Class Counsel; (2) settlement administration costs; (3) service award payments to the Plaintiffs; and (4) PAGA payments to the State of California and the PAGA-eligible members of the Settlement Class.

Based on San Ysidro Health's records, the Settlement Administrator will determine the number of workweeks worked by each Class Member in the Settlement Class in the pertinent time periods. Those who do not opt out of the Settlement will receive an individual settlement award that amounts to a pro rata share of their allocated Net Settlement Amount. Aggrieved Employees will receive a pro rata share of their portion of PAGA Payment. These payments are calculated as follows:

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

According to San Ysidro Health's records, you were employed in the Settlement Class for [REDACTED] Compensable Workweeks between March 15, 2015 and April 2, 2023 ("Class Period"). Your Individual Class Payment is estimated to be _\$_____ (less withholding) Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documents proving otherwise. If you disagree with the number of Compensable Workweeks listed above, please submit an explanation and evidence of your proposed Compensable Workweeks to the Settlement Administrator no later than [45 days after mailing]. In the event of a dispute about the correct number of Compensable Workweeks you worked during the Class Period, the Settlement Administrator will resolve the challenge with input from San Ysidro Health and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the settlement payments?

Twenty percent (25%) of your Individual Payment Amount will be designated as wages and reported on an IRS Form W-2 with all appropriate taxes withheld. Fifty percent (50%) will be designated as penalties and twenty-five percent (25%) will be designated as interest and reported as non-wage income on an IRS Form 1099 with no payroll withholding. IRS W-2 and 1099 Forms will be issued to all Settlement Class Members who cash their checks, as required by law. The PAGA payments will be treated solely as penalties and reported on an IRS Form 1099, without tax withholding.

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes owed on the Individual Payment Amounts they receive. The tax issues for each Settlement Class Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final approval hearing regarding the proposed settlement (the "Final Approval Hearing") on [REDACTED], 2024, at [REDACTED] m., in Department 71 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, California 92101. The Court will then determine: (i) whether the lawsuit should be certified as a class action for settlement purposes only; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's attorneys; (v) the amount that should be awarded to Plaintiffs for their service as class representatives; (vi) the amount that should be approved for civil penalties under PAGA; and (vii) the

amount that should be approved for settlement administration costs. At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT ASSUMING IT IS APPROVED BY THE COURT. YOU WILL NEVER BE REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move your residence, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to support your position. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, [redacted] at [address]. Objections must be postmarked no later than [45 days after mailing]. However, you still may appear at the Final Approval Hearing and raise an objection to the Settlement even if you did not submit written objections within this 45-day deadline.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself from ("opt out" of) the Settlement, but if you choose to do so, you will not receive any payment from the proposed Class Settlement. You will also not be bound by a judgment in this case as to the Class claims, and you will have the right to file your own lawsuit against San Ysidro Health and pursue your own claims in a separate suit if you wish. You can opt out of the Class by mailing a written statement to the Settlement Administrator, [redacted], at the above-stated address, so that it is postmarked no later than [45 days after mailing of the notice]. The written statement should contain your name, address, signature; your telephone number; and the name of this case, *Kabitzke v. Centro de Salud de la Comunidad de San Ysidro, Case No. 37-2022-00046874-CU-OE-CTL*. Your request must also clearly state that you do not wish to be included in the Settlement, or words to that effect. It must be faxed, emailed or postmarked on or before _____. If you do not exclude yourself from the Settlement in accordance with this procedure, you will be bound by the terms of the Settlement and the related judgment entered by the Court. Even if you exclude yourself as described above, you will still be bound by the PAGA release and you will receive a PAGA payment if you were employed within the PAGA Period. If an exclusion request is submitted along with an objection and/or a dispute, the exclusion request will control.

NOTE REGARDING RESPONSE DEADLINES:

The 45-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a challenge to the number of Compensable Workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 15 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 45-day deadline

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement, which is on file with the clerk of the San Diego County Superior Court, located at 330 W Broadway, San Diego, California 92101, and may also be reviewed online at [\[insert court website link\]](#) or [\[Settlement Administrator's website at _____\]](#).

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR COUNSEL FOR THE CLASS. CLASS COUNSEL ARE:

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200

Attorneys for Plaintiffs Alexandria Kabitzke, on behalf of herself and all others similarly situated.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2

James R. Hawkins, SBN 192925
Isandra Fernandez, SBN 220482
isandra@jameshawkinsaplc.com
Anthony L. Draper, SBN 334391
anthony@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff
Alexandria Ilene Kabitzke, on behalf of herself
and all others similarly situated

Maria C. Roberts, SBN 137907
mroberts@greeneroberts.com
Dessi N. Day, SBN 207699
dday@greeneroberts.com
Noel J. Meza, SBN 331169
nmeza@greeneroberts.com
GREENE & ROBERTS
402 West Broadway, Suite 1025
San Diego, CA 92101
Telephone: (619) 398-3400
Facsimile: (619) 330-4907

Attorneys for Defendant
Centro de Salud de la Comunidad de San Ysidro,
Inc., dba San Ysidro Health

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – HALL OF JUSTICE

ALEXANDRIA ILENE KABITZKE on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CENTRO DE SALUD DE LA COMUNIDAD
DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2002-00046873-CU-OE-CTL

Judge: Hon. Gregory W. Pollack
Department: 71
Action Date: November 18, 2022
Trial Date: Not Yet Set

**ADDENDUM TO STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

ADDENDUM TO STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Addendum to Stipulation of Class Action and PAGA Settlement ("Addendum") modifies and supplements portions of the attached Stipulation of Class Action and PAGA Settlement, fully executed as of August 7, 2023 ("Original Stipulation"), between Plaintiff Alexandria Kabitzke, individually and on behalf of the Class (as defined in the Stipulation), the State of California under the California Private Attorneys General Act, and Defendant Centro de Salud de la Comunidad de San Ysidro (collectively referred to as the "Parties").

Unless otherwise specified, capitalized terms in this Addendum have the same meaning as defined in the Original Stipulation, and those definitions are incorporated by reference. If there is a conflict between the Original Stipulation and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control. Unless otherwise specified, the Addendum supersedes the provisions of the Original Stipulation.

By executing this Addendum, the Parties hereby modify and supplement the Original Stipulation as follows:

1. Paragraph 4 is hereby modified to state as follows:

"Class Counsel" means James Hawkins, APLC ("Hawkins")

2. Paragraph 9 is hereby modified to state as follows:

"Class Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff, Alexandria Kabitzke and to each Intervenor, Audrey Heredia and Jacqueline Hernandez, in addition to their Individual Class Payment and Individual PAGA Payment (if any), in recognition of their efforts and risks in assisting with the prosecution of the Action.

3. Paragraph 27 is hereby modified to state as follows:

"Participating Class Members" means Plaintiff Alexandria Kabitzke, and all other Class Members who do not submit a valid and timely Request for Exclusion from this Settlement, including Intervenors Audrey Heredia and Jacqueline Hernandez.

4. Paragraph 51 is hereby modified to state as follows:

Release by Participating Class Members: Upon the Effective Date, Plaintiff and all Participating Class Members shall be deemed to have fully released the Released Parties from any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, attorneys' fees, actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth by Plaintiff and the Participating Class Members as alleged in their complaints against San Ysidro Health and arising at any time during the Class Period, including any and all claims for and/or related to the causes of action pled for

alleged: (1) Failure to Pay Lawful Wages; (2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof; (3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof; (4) Failure to Pay Employee Expenses; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate, Itemized Wage Statements; and (8) Violations of the Unfair Competition Law. The actions of Intervenor Audrey Heredia and Jacqueline Hernandez are currently stayed and shall continue to be stayed until the Court enters an order regarding final approval of the Settlement, the Original Stipulation, this Addendum, and enters Judgment of dismissal. Upon the granting of final approval, all claims pled in the entire actions filed by Intervenor Audrey Heredia and Jacqueline Hernandez shall be dismissed in their entirety, including their individual claims, with prejudice. Intervenor Audrey Heredia and Jacqueline Hernandez shall also not oppose Plaintiff's motion for preliminary approval and final approval of the Settlement.

5. Paragraph 54(b) is hereby modified to state as follows:

Class Representative Service Award. Subject to Court approval, the following Class Representative Service Awards shall be paid to Plaintiff Alexandria Kabitzke and Intervenor Audrey Heredia and Jacqueline Hernandez from the Maximum Settlement Amount, for their time and effort in bringing and presenting the Action and for releasing their Released Claims: up to Ten Thousand Dollars (\$10,000) for Plaintiff Alexandria Kabitzke; and up to \$20,000 each to Intervenor Audrey Heredia and Jacqueline Hernandez. The Class Representative Service Awards shall be paid to Plaintiff Kabitzke, and Intervenor Heredia, and Hernandez from the Maximum Settlement Amount no later than ten (10) days after Defendant provides the Settlement Administrator with the Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 each, to Plaintiff Kabitzke, and the Intervenor Heredia, and Hernandez, for their Class Representative Service Awards. Plaintiff Kabitzke, and the Intervenor Heredia, and Hernandez, shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards and shall hold harmless Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Awards shall be made in addition to any Individual Class Payment and Individual PAGA Payment. Any amounts not requested by Plaintiff Kabitzke, and Intervenor Heredia, or Hernandez, or not awarded by the Court for the Class Representative Service Awards, shall become part of the Net Settlement Amount and shall be distributed to Class Members as part of their Individual Class Payments and Individual PAGA Payments.

6. Paragraph 54(c) is hereby modified to state as follows:

Attorneys' Fees and Costs. Class Counsel shall seek an award of reasonable attorneys' fees in an amount not to exceed forty percent (40%) of the Maximum Settlement Amount, which amounts to One Million One Hundred Sixty Thousand Dollars (\$1,160,000), with 55% being awarded to the Hawkins' firm, 27% being awarded to the Schneider Wallace firm and 18% being awarded to the Blumenthal Nordrehaug firm.

In addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the Action consistent with the following: (i) in an amount not to exceed Twenty-Six Thousand Five Hundred Dollars (\$26,500) for the Hawkins' firm; (ii) in an amount not to exceed One Hundred Nineteen Thousand Dollars (\$119,000) for the Schneider Wallace firm; and (iii) in an amount not to exceed Thirty Thousand Dollars (\$30,000) to the Blumenthal Nordrehaug firm. Class Counsel shall provide the Settlement

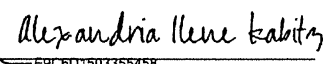
Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Attorneys' Fees and Costs approved by the Court. Defendant takes no position on and will not oppose or object to the request of Plaintiff and/or Class Counsel for an award of attorneys' fees and request for an award of reasonable costs in the amounts stated herein. In the event the Court awards Class Counsel less than the requested attorney's fees award and/or less than the requested costs amount, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendant provides the Settlement Administrator with the Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

7. Paragraph 49 is hereby modified to state as follows:

Defendant represents that the estimated number of participating Class Members and Aggrieved Employees is approximately 3700 individuals, who worked approximately 332,000 workweeks. Should the estimated number of workweeks of the Class Members and Aggrieved Employees increase by more than ten percent (10%) of the estimated number of putative class workweeks, the Maximum Settlement Amount shall be increased proportionately by the gross amount of \$8.735 per workweek for the number of workweeks that exceed 10% of the estimated workweeks.

Other than as set forth herein, the Parties understand and agree that all other terms and provisions set forth in the Original Stipulation remain unchanged and are enforceable.

Dated: 2/29/2024

DocuSigned by:

 E9C6D1503355458...

Plaintiff Alexandra Kabitzke

Dated: _____

Defendant Centro de Salud de la Comunidad de San Ysidro, Inc.
 By: Kevin Mattson, Chief Executive Officer

Dated: _____

Audrey Heredia

Dated: _____

Jacqueline Hernandez

///

1 Administrator with a properly completed and signed IRS Form W-9 in order for the
2 Settlement Administrator to process the Attorneys' Fees and Costs approved by the
3 Court. Defendant takes no position on and will not oppose or object to the request of
4 Plaintiff and/or Class Counsel for an award of attorneys' fees and request for an
5 award of reasonable costs in the amounts stated herein. In the event the Court awards
6 Class Counsel less than the requested attorney's fees award and/or less than the
7 requested costs amount, the difference shall become part of the Net Settlement
8 Amount and shall be distributed to Participating Class Members as part of their
9 Individual Settlement Payments. Class Counsel shall be paid any Court-awarded
10 attorneys' fees and costs no later than ten (10) days after Defendant provides the
11 Settlement Administrator with the Maximum Settlement Amount. Class Counsel
12 shall be solely and legally responsible to pay all applicable taxes on the Attorneys'
13 Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class
14 Counsel for the Attorneys' Fees and Costs. This Settlement is not conditioned upon
15 the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

16 7. Paragraph 49 is hereby modified to state as follows:

17 Defendant represents that the estimated number of participating Class Members and
18 Aggrieved Employees is approximately 3700 individuals, who worked approximately
19 332,000 workweeks. Should the estimated number of workweeks of the Class Members and
20 Aggrieved Employees increase by more than ten percent (10%) of the estimated number of
21 putative class workweeks, the Maximum Settlement Amount shall be increased
22 proportionately by the gross amount of \$8.735 per workweek for the number of workweeks
23 that exceed 10% of the estimated workweeks.

24 Other than as set forth herein, the Parties understand and agree that all other terms and
25 provisions set forth in the Original Stipulation remain unchanged and are enforceable.

26 Dated: _____

Plaintiff Alexandra Kabitzke

27 Dated: _____

Defendant Centro de Salud de la Comunidad de San
Ysidro, Inc.

By: Kevin Mattson, Chief Executive Officer

28 Dated: 02 / 29 / 2024



Audrey Heredia

Dated: _____

Jacqueline Hernandez

///

1 Administrator with a properly completed and signed IRS Form W-9 in order for the
2 Settlement Administrator to process the Attorneys' Fees and Costs approved by the
3 Court. Defendant takes no position on and will not oppose or object to the request of
4 Plaintiff and/or Class Counsel for an award of attorneys' fees and request for an
5 award of reasonable costs in the amounts stated herein. In the event the Court awards
6 Class Counsel less than the requested attorney's fees award and/or less than the
7 requested costs amount, the difference shall become part of the Net Settlement
8 Amount and shall be distributed to Participating Class Members as part of their
9 Individual Settlement Payments. Class Counsel shall be paid any Court-awarded
10 attorneys' fees and costs no later than ten (10) days after Defendant provides the
11 Settlement Administrator with the Maximum Settlement Amount. Class Counsel
12 shall be solely and legally responsible to pay all applicable taxes on the Attorneys'
13 Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class
14 Counsel for the Attorneys' Fees and Costs. This Settlement is not conditioned upon
15 the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

16 7. Paragraph 49 is hereby modified to state as follows:

17 Defendant represents that the estimated number of participating Class Members and
18 Aggrieved Employees is approximately 3700 individuals, who worked approximately
19 332,000 workweeks. Should the estimated number of workweeks of the Class Members and
20 Aggrieved Employees increase by more than ten percent (10%) of the estimated number of
21 putative class workweeks, the Maximum Settlement Amount shall be increased
22 proportionately by the gross amount of \$8.735 per workweek for the number of workweeks
23 that exceed 10% of the estimated workweeks.

24 Other than as set forth herein, the Parties understand and agree that all other terms and
25 provisions set forth in the Original Stipulation remain unchanged and are enforceable.

26 Dated: _____

27 Plaintiff Alexandra Kabitzke

28 Dated: March 12, 2024

Defendant Centro de Salud de la Comunidad de San
Ysidro, Inc.

By: Kevin Mattson, Chief Executive Officer

Dated: _____

Audrey Heredia

Dated: Mar 1, 2024

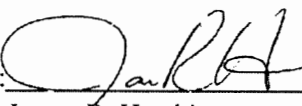

Jacqueline Hernandez (Mar 1, 2024 1:13:20 PST)

///

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: 02/29/2024

JAMES HAWKINS APLC

3
4 By: 

James R. Hawkins
Attorneys for Plaintiff
Alexandria Ilene Kabitzke

5
6
7 Dated: _____

SCHNEIDER WALLACE COTTRELL CONECKY

8
9 By: _____

Carolyn Cottrell
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

10
11 Dated: _____

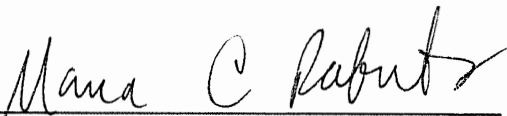
BLUMENTHAL NORDREHAUG, BHOWMIK

12
13 By: _____

AJ Bhowmik
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

14
15 Dated: March 5, 2024

GREENE & ROBERTS LLP

16
17 By: 

Maria C. Roberts
Noel J. Meza
Attorneys for Defendant
Centro de Salud de la Comunidad de San Ysidro, Inc.

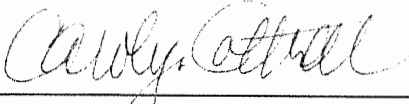
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM AND CONTENT:

Dated: _____ JAMES HAWKINS APLC

By: _____
James R. Hawkins
Attorneys for Plaintiff
Alexandria Ilene Kabitzke

Dated: 2/29/2024
SCHNEIDER WALLACE COTTRELL CONECKY

By:  _____
Carolyn Cottrell
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

Dated: _____ BLUMENTHAL NORDREHAUG, BHOWMIK

By: _____
AJ Bhowmik
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

Dated: _____ GREENE & ROBERTS LLP

By: _____
Maria C. Roberts
Noel J. Meza
Attorneys for Defendant
Centro de Salud de la Comunidad de San Ysidro, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM AND CONTENT:

Dated: _____

JAMES HAWKINS APLC

By: _____

James R. Hawkins
Attorneys for Plaintiff
Alexandria Ilene Kabitzke

Dated: _____

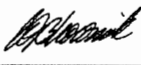
SCHNEIDER WALLACE COTTRELL CONECKY

By: _____

Carolyn Cottrell
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

Dated: Mar 4, 2024

BLUMENTHAL NORDREHAUG, BHOWMIK

By:  _____

AJ Bhowmik
Attorneys for Plaintiff
Audrey Heredia and Jacqueline Hernandez

Dated: _____

GREENE & ROBERTS LLP

By: _____

Maria C. Roberts
Noel J. Meza
Attorneys for Defendant
Centro de Salud de la Comunidad de San Ysidro, Inc.

EXHIBIT 3

JOINT PROSECUTION AGREEMENT

This Joint Prosecution Agreement (“Agreement” or “JPA”) is effective January 26, 2024, between and among the following parties: James Hawkins APLC (“JH”) Schneider Wallace Cottrell Konecky, LLP (“SWCK”) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), (collectively referred to as “Attorneys”).

Attorneys enter into a binding agreement that provides for the orderly division of the attorneys’ fees and costs that are ultimately awarded by the court in connection with the global action against *Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*- the filed cases are *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, United States District Court, Southern District of California, Case No. Case No. 3:22-cv-01752-H-B (“Kabitzke”), *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, San Diego Superior Court Case No. 37-2002-00046873 *Jaqueline Hernandez v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2021-00017369 (“Hernandez”), and *Audrey Heredia v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2020-00046387 (“Heredia”) (collectively, the “Actions”).

Attorneys shall endeavor to ensure a cooperative relationship between the parties and counsel to protect the orderly prosecution of the case including seeking preliminary and final approval of the class action and PAGA settlement reached between Kabitzke and Defendant Centro de Salud de la Comunidad de San Ysidro (“Kabitzke Settlement Agreement”).

Attorneys intend this Agreement to comply with California Rules of Professional Conduct 1.5.1. This consent by clients will in no way affect the fee agreements between clients and their counsel except as to the allocation of fees and costs between the Attorneys as set forth herein. Specifically, this agreement shall not increase the amount due from clients for fees and costs. Attorneys will be responsible for providing this JPA for review, approval, and signature to their respective clients who are named plaintiffs in the Action.

In connection with any future application of fees pertaining to the Actions for final approval of settlement or after judgment, Attorneys anticipate filing one or a joint motion for attorneys’ fees, plus a cost award. JH will be primarily responsible for preparing and filing motions for preliminary approval, and final approval. Attorneys will cooperate in the preparation and filing of the motions, which may include submitting declarations, billing and cost records, and other evidence in support of such motions or joint motion. If the court requests a lodestar fee application, Attorneys will provide all hours expended on the Actions.

The amount actually awarded by the court in attorneys’ fees shall be referred to as the “Fee Award.” Attorneys intend to submit each party’s lodestar to the court for approval at the time of settlement or judgment. Attorneys understand that the court may order a Fee Award that is less than the amount ultimately requested, and that the court may utilize various formulas to arrive at a Fee Award, adjusting the hours, rates or award to one attorney or another. Nevertheless, regardless of the amount of the Fee Award, or the manner in which the court calculates and awards

attorneys' fees, Attorneys shall direct defendant and/or settlement administrator to pay the Fee Award as follows:

Attorneys' Percentage of Fee Award

JH	55% of the fee award
SWCK	27 % of the fee award
BNBD	18 % of the fee award

At the appropriate time, all Attorneys will submit their respective costs incurred. The costs of litigation will be paid by the Attorneys that incur the expense.

Attorneys agree to execute all documents, make all appearances, and do all things necessary to obtain court approval of the settlement and carry out the terms of this Agreement.

This Agreement shall be interpreted and enforced in accordance with the laws of California.

This Agreement constitutes the entire agreement between Attorneys concerning the Action. This Agreement may not be modified except by a writing duly executed by Attorneys and their respective clients.

This Agreement shall supersede all other agreements entered into by Attorneys concerning the Action.

Any dispute regarding this Agreement shall first be submitted to mediation with Attorneys equally splitting the cost of mediation. If mediation is not successful, Attorney may submit their dispute with the appropriate California State Court.

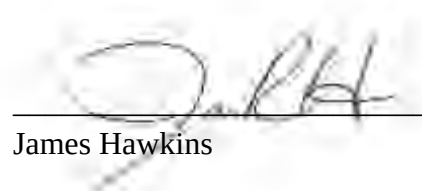
In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees plus statutory costs.

Attorneys have participated in the negotiation and drafting of this Agreement. Accordingly, the rule of contract interpretation that ambiguities are construed against the drafting party shall not apply to this Agreement.

IT IS SO AGREED:

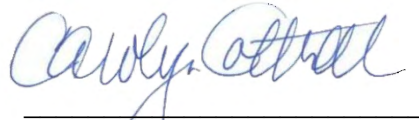
JAMES HAWKINS APLC

Dated: March 07, 2024



James Hawkins

SCHNEIDER WALLACE COTTRELL
KONECKY, LLP



Carolyn Cottrell

Dated: March 25, 2024

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP



AJ Bhowmik

Dated: 3/28, 2024

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION, CONFIDENTIALITY,
AND FEE SHARING AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Audrey Heredia, state as follows:

1. I have been advised in writing that my attorneys, Schneider Wallace Cottrell Konecky, LLP (“SWCK”) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), have entered into a proposed Joint Prosecution, Confidentiality, and Fee Sharing Agreement (“the Agreement” or “JPA”) with James Hawkins APLC (“JH”), in connection with the global action against *Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*- the filed cases are *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, United States District Court, Southern District of California, Case No. Case No. 3:22-cv-01752-H-B (“Kabitzke”), *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, San Diego Superior Court Case No. 37-2002-00046873 *Jaqueline Hernandez v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2021-00017369 (“Hernandez”), and *Audrey Heredia v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2020-00046387 (“Heredia”) (collectively, the “Actions”).
2. I have been advised in writing and understand that in the event of a class and/or representative action settlement or judgment in the Actions, any court-approved award of fees and costs will be paid as follows: 55% to JH, 27% to SWCK, and 18% to BNBD.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 03 / 25 / 2024



Audrey Heredia

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION, CONFIDENTIALITY,
AND FEE SHARING AGREEMENT**

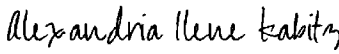
Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Alexandria Ilene Kabitzke, state as follows:

1. I have been advised in writing that my attorneys, James Hawkins APLC (“JH”), have entered into a proposed Joint Prosecution, Confidentiality, and Fee Sharing Agreement (“the Agreement” or “JPA”) with Schneider Wallace Cottrell Konecky, LLP (“SWCK”) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), in connection with the global action against *Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*- the filed cases are *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, United States District Court, Southern District of California, Case No. Case No. 3:22-cv-01752-H-B (“Kabitzke”), *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, San Diego Superior Court Case No. 37-2002-00046873 *Jaqueline Hernandez v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2021-00017369 (“Hernandez”), and *Audrey Heredia v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2020-00046387 (“Heredia”) (collectively, the “Actions”).
2. I have been advised in writing and understand that in the event of a class and/or representative action settlement or judgment in the Actions, any court-approved award of fees and costs will be paid as follows: 55% to JH, 27% to SWCK, and 18% to BNBD.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 3/27/2024

DocuSigned by:

E9C6D1503355458
Alexandria Ilene Kabitzke

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION, CONFIDENTIALITY,
AND FEE SHARING AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Jacqueline Hernandez, state as follows:

1. I have been advised in writing that my attorneys, Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Schneider Wallace Cottrell Konecky, LLP (“SWCK”), have entered into a proposed Joint Prosecution, Confidentiality, and Fee Sharing Agreement (“the Agreement” or “JPA”) with James Hawkins APLC (“JH”), in connection with the global action against *Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*- the filed cases are *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, United States District Court, Southern District of California, Case No. Case No. 3:22-cv-01752-H-B (“Kabitzke”), *Alexandria Kabitzke v. Centro de Salud de la Comunidad de San Ysidro d/b/a San Ysidro Health*, San Diego Superior Court Case No. 37-2002-00046873 *Jaqueline Hernandez v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2021-00017369 (“Hernandez”), and *Audrey Heredia v. Centro de Salud de la Comunidad de San Ysidro, Inc.*, San Diego Superior Court Case No. 37-2020-00046387 (“Heredia”) (collectively, the “Actions”).
2. I have been advised in writing and understand that in the event of a class and/or representative action settlement or judgment in the Actions, any court-approved award of fees and costs will be paid as follows: 55% to JH, 27% to SWCK, and 18% to BNBD.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: Mar 27, 2024



Jacqueline Hernandez (Mar 27, 2024 16:21 PDT)
Jacqueline Hernandez

EXHIBIT 4

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 8, 2022

Via Online Filing (LWDA)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail (Employers)

CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH
c/o Agent of Service
Veronica Dela Rosa
1601 Precision Park Lane
San Diego, CA 92173
Receipt No.: 7021 1970 0000 9061 0843

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Alexandria Ilene Kabitzke on behalf of herself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”), CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO d/b/a SAN YSIDRO HEALTH. Plaintiff hereby attaches the proposed PAGA Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code plaintiff alleges have been violated including the facts and her theories. All labor provisions alleged violated in the complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT, even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

/s/ Kacey Cook

Kacey E. Cook

Enclosures: Complaint

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Kacey E. Cook, Esq. SBN 337905
Anthony L. Draper, Esq. SBN 334391
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, ALEXANDRIA ILENE KABITZKE
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ALEXANDRIA ILENE KABITZKE on behalf
of herself and all others similarly situated

Plaintiff,

vs.

CENTRO DE SALUD DE LA COMUNIDAD
DE SAN YSIDRO d/b/a SAN YSIDRO
HEALTH, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Pay Employee Expenses**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages at Termination**
- 7) Failure to Provide Accurate, Itemized Wage Statements**
- 8) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiff ALEXADNRA ILENE KABITZKE on behalf of herself and all others similarly situated
2 assert claims against Defendants CENTRO DE SALUD DE LA COMUNIDAD DE SAN
3 YSIDRO d/b/a SAN YSIDRO HEALTH, and DOES 1 through 50, inclusive (hereinafter
4 collectively referred to as "Defendants") as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
8 against Defendants CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO d/b/a SAN
9 YSIDRO HEALTH and any subsidiaries and affiliated companies (hereinafter "SAN YSIDRO"
10 or "Defendants") on behalf of Plaintiff ALEXANDRIA ILENE KABITZKE (hereinafter
11 "Plaintiff") and all employees not classified as "Exempt" or primarily employed in executive,
12 professional, or administrative capacities, employed by, or formerly employed by SAN YSIDRO
13 in California. (hereinafter referred to as "Non-Exempt Employees" and/or "Class Members").

14 2. During the liability period, defined as the applicable statute of limitations for each
15 and every cause of action contained herein, Defendants enforced shift schedules, employment
16 policies and practices, and workload requirements wherein Plaintiff and all other Non-Exempt
17 Employees: (1) were not paid proper wages they earned for all hours they worked; (2) were not
18 permitted to take their full statutorily authorized rest and meal periods, or had their rest and meal
19 periods shortened or provided to them late due to the scheduling and work load and time
20 requirements placed upon them by Defendants. Defendants failed to pay such employees one (1)
21 hour of pay at the employees regular rate of compensation for each workday that the meal period
22 and/or rest period that was not properly provided; and employees were not properly reimbursed
23 for out-of-pocket expenses.

24 3. During the liability period, Defendants have failed to reimburse Class Members
25 for business expenses incurred in the performance of their job duties.

26 4. During the liability period, Defendants have also failed to maintain accurate
27 itemized records reflecting total hours worked and have failed to provide Non Exempt
28 Employees with accurate, itemized wage statements reflecting total hours worked and
appropriate rates of pay for those hours worked.

5. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198, 1199, 2802, California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

7. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in San Diego County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in San Diego County, California.

III.

PARTIES

8. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

9. Defendant SAN YSIDRO is a California corporation which is headquartered in San Diego, California.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the

1 true names and capacities of the Defendants designated hereinafter as DOES when such
2 identities become known.

3 11. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
5 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
6 Defendant are legally attributable to the other Defendants.

7 **IV.**

8 **FACTUAL BACKGROUND**

9
10 12. Plaintiff was employed by SAN YSIDRO from approximately May 2019 through
11 on or about September 10, 2021. During her employment with Defendants, Plaintiff occupied the
12 non-exempt position of Patient Service Representative. Her duties and responsibilities included,
13 but were not limited to, scheduling appointments, verifying patient insurance, working with
14 patients, and a daily deposit of pay collection.

15 13. During the liability period, Defendants implemented policies and practices which
16 resulted in Plaintiff and Non Exempt Employees not receiving minimum wage for all hours
17 worked. For instance, Plaintiff was frequently required to work off-the-clock, including, but not
18 limited to, screening for COVID-19 symptoms prior to clocking in at the beginning of each shift,
19 including checking bodily temperature and logging symptoms. Furthermore, Plaintiff and Non-
20 Exempt Employees were regularly contacted by managers and were expected to communicate
21 with their managers off-the-clock. Defendants did not compensate Plaintiff or Non-Exempt
22 employees for this off-the-clock work.

23 14. During the liability period, due to the work load requirements and time constraints
24 imposed by Defendant during each shift, Plaintiff and Class Members were required to work in
25 excess of five (5) hours without a minimum, uninterrupted thirty (30) minute meal period and
26 were not compensated one (1) hour of pay at their regular rate of compensation for each workday
27 that a compliant meal period was not provided, in violation of California labor laws, regulations
28 and IWC Wage Order. For instance, Plaintiff and other Non-Exempt Employees were frequently

1 required to attend mandatory meetings during their meal breaks or were required to take their
2 meal break after the fifth hour of their shift.

3 15. Due to the workload requirements and time constraints imposed by Defendant,
4 Plaintiff and Class Members were frequently required to work without being permitted or
5 authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof.
6 Plaintiff and Class Members were not compensated one (1) hour of pay at their regular rate of
7 compensation for each workday that a rest period was not provided, in violation of California
8 labor laws, regulations, and IWC Wage Orders. For instance, Plaintiff never received a full ten-
9 minute rest break due to scheduling demands and lack of staffing. On information and belief,
10 most employees were required to miss rest breaks due to lack of staffing.

11 16. During the liability period, Defendants failed to lawfully reimburse Plaintiff and
12 Non-Exempt employees for all business expenses necessarily incurred by Plaintiff and Non-
13 Exempt Employees. For instance, Plaintiff was required to utilize her personal vehicle to go to
14 the bank approximately once per week. Furthermore, Plaintiff and other Non-Exempt employees
15 were required to use their personal cell phones to communicate with each other and their
16 managers regarding scheduling and other job duties. Defendants did not reimburse Plaintiff for
17 any of these necessary expenses.

18 17. Defendants have also failed to maintain accurate itemized records reflecting total
19 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
20 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

21 18. On Plaintiff's day of termination, Plaintiff did not receive her final paycheck and
22 was not compensated for waiting to receive her final paycheck.

23 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 currently employ and during the relevant period have employed over one hundred (100)
25 employees in the State of California in non-exempt hourly positions.

26 20. Non-Exempt Employees employed by SAN YSIDRO, at all times pertinent
27 hereto, have been non-exempt employees within the meaning of the California Labor Code, and
28 the implementing rules and regulations of the IWC California Wage Orders.

1 V.

2 **CLASS ACTION ALLEGATIONS**

3 21. Plaintiff seeks to represent a Class comprised of and defined as: All employees
4 who are or were employed by SAN YSIDRO in the state of California as hourly non-exempt
5 employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until
6 resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

7 22. Plaintiff also seeks to represent Subclasses which are composed of persons
8 satisfying the following definitions:

9 a. All Class Members employed by SAN YSIDRO in the state of California
10 as hourly non-exempt employees and were not accurately and fully paid all lawful wages owed
11 to them including proper minimum wages for all their hours worked;

12 b. All Class Members employed by SAN YSIDRO in the state of California
13 as hourly non-exempt employees who, within the liability period, have not been provided an
14 uninterrupted 30-minute meal period when they worked over five hours in a work shift and were
15 not provided compensation in lieu thereof;

16 c. All Class Members employed by SAN YSIDRO in the state of California
17 as hourly non-exempt employees who, within the liability period, have not been provided a
18 minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked
19 per day and were not provided compensation in lieu thereof;

20 d. All Class Members employed by SAN YSIDRO in the state of California
21 as hourly non-exempt employees who, within the liability period, were not provided with
22 accurate and complete itemized wage statements.

23 e. All Class Members employed by SAN YSIDRO in the state of California
24 who, within the liability period, were not timely paid all wages due and owed to them during
25 their employment with Defendant; and

26 f. All Class Members employed by SAN YSIDRO in the state of California
27 who, within the liability period, were not timely paid all wages due and owed to them upon the
28 termination of their employment with Defendant.

1 23. Plaintiff further seeks to represent a subclass for all employees of SAN YSIDRO
2 in the state of California who, within the liability period, did not receive full reimbursement for
3 employee expenses (“Expense Reimbursement Class”).

4 24. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
5 or modify the class description with greater specificity or further division into subclasses or
6 limitation to particular issues.

7 25. This action has been brought and may properly be maintained as a class action
8 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
9 defined community of interest in the litigation and the proposed Class is easily ascertainable.

10 **A. Numerosity**

11 26. The potential members of the Class as defined are so numerous that joinder of all
12 the members of the Class is impracticable. While the precise number of Class Members has not
13 been determined at this time, Plaintiff is informed and believes that Defendants currently
14 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
15 Employees in California who are or have been affected by Defendants' unlawful practices as
16 alleged herein.

17 **B. Commonality**

18 27. There are questions of law and fact common to the Class predominating over any
19 questions affecting only individual Class Members. These common questions of law and fact
20 include, without limitation:

21 i. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to pay
22 minimum wages for time spent under the Defendants' control;

23 ii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order
24 by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt
25 Employees on days in which they worked more than 5 hours and failing to compensate
26 said employees one hour's wages in lieu of meal periods;

27 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage
28 Orders by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt

1 Employees on days in which they worked more than 10 hours and failing to compensate
2 said employees one hour's wages in lieu of meal periods;

3 iv. Whether Defendants violated Labor Code § 226.7 and applicable IWC Wage Orders by
4 failing to authorize and permit minimum 10-minute rest periods to Non-Exempt
5 Employees for every four hours or major fraction thereof worked and failing to
6 compensate said employees one hour's wages in lieu of rest periods;

7 v. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by
8 failing to, among other violations, maintain accurate records of Non-Exempt Employees'
9 earned wages, work periods, meal periods and deductions;

10 vi. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all earned wages
11 and/or premium wages due and owing at the time that any Class Members' employment
12 with Defendant terminated;

13 vii. Whether Defendant violated Labor Code § 2802 and applicable IWC Wage Orders for
14 failing to indemnify employees for the expenditures incurred in the performances of their
15 job duties;

16 viii. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned
17 wages and/or premium wages due and owing when such wages were due and payable;

18 ix. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code
19 and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194,
20 1199, 2802, and applicable IWC Wage Orders, violation of which constitutes a violation
21 of fundamental public policy;

22 **C. Typicality**

23 28. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
24 and all members of the Class sustained injuries and damages arising out of and caused by
25 Defendants' common course of conduct in violation of California laws, regulations, and statutes
26 as alleged herein.

27 **D. Adequacy of Representation**

1 29. Plaintiff will fairly and adequately represent and protect the interests of the
2 members of the Class. Counsel who represents Plaintiff is competent and experienced in
3 litigating large employment class actions.

4 **E. Superiority of Class Action**

5 30. A class action is superior to other available means for the fair and efficient
6 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
7 questions of law and fact common to the Class predominate over any questions affecting only
8 individual members of the Class. Each member of the Class has been damaged and is entitled to
9 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

10 31. Class action treatment will allow those similarly situated persons to litigate their
11 claims in the manner that is most efficient and economical for the parties and the judicial system.
12 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
13 action that would preclude its maintenance as a class action.

14
15 **VI.**
16 **CAUSES OF ACTION**

17 **First Cause of Action**
18 Failure to Pay Lawful Wages
19 (Lab. Code §§ 1194, 1199)
20 (Against All Defendants)

21 32. Plaintiff repeats and incorporates herein by reference each and every allegation
22 set forth above, as though fully set forth herein.

23 33. During the liability period, Defendants' policies and/or practices resulted in
24 Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off
25 the clock while subject to the control of Defendant all without pay. Labor Code § 1197 provides
26 that employees are to be paid minimum wage for each hour worked.

27 34. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
28 represent have been deprived of compensation for all earned wages including minimum wage
and overtime compensation in amounts to be determined at trial, and are entitled to recovery of

1 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor
2 Code section 1194 .

3 35. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
4 described herein and below.

5 **Second Cause of Action**

6 Failure to Provide Lawful Meal Periods
7 Or Compensation in Lieu Thereof
8 (Lab. Code §§ 226.7, 512, IWC Wage Orders)
9 (Against All Defendants)

10 36. Plaintiff repeats and incorporates herein by reference each and every allegation
11 set forth above, as though fully set forth herein.

12 37. By failing to provide 30-minute uninterrupted meal periods for days on which
13 Non-Exempt employees work(ed) work periods more than 5 hours and failing to provide
14 compensation for such statutorily non-compliant meal periods, Defendant violated the provisions
15 of Labor Code § 512 and applicable IWC Wage Orders.

16 38. By failing to record and maintain adequate and accurate time records according to
17 sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class
18 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
19 and Class Members.

20 39. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to
21 represent, have been deprived of premium wages in amounts to be determined at trial, and are
22 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
23 226.7.

24 40. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
25 described herein and below.

Third Cause of Action
Failure to Provide Rest Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, IWC Wage Orders)
(Against All Defendants)

41. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

42. By failing to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide compensation for such non-compliant rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code § 226.7 and IWC applicable Wage Orders.

43. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to represent, have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code § 226.7.

44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Fourth Cause of Action
Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

45. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

46. By their policy of requiring Plaintiff and the “Expense Reimbursement Class” to utilize their personal cell phones and personal vehicles for business purposes and failing to reimburse Plaintiff and the “Expense Reimbursement Class” for phone usage, Defendants willfully violated the provision of Labor Code § 2802 and IWC applicable Wage Orders.

47. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys' fees, and costs, under Labor Code § 2802.

1 48. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
2 described herein and below.

3 **Fifth Cause of Action**

4 Failure to Timely Pay Wages During Employment

5 (Lab. Code § 204)

6 (Against All Defendants)

7 49. Labor Code § 204 requires that all wages are due and payable twice in each
8 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
9 sections became due and payable to Plaintiff and Class Members in each month that he or he was
10 not paid all lawful wages owed or provided with lawful meal period or rest period to which he or
11 he was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when they
12 were due and payable.

13 50. Labor Code section 210 (a) provides that “In addition to, and entirely independent
14 and apart from, any other penalty provided in this article, every person who fails to pay the
15 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
16 205.5, and 1197.5, shall be subject to a penalty as follow:

17 51. For any initial violation, one hundred dollars (\$100) for each failure to pay each
18 employee.

19 52. For each subsequent violation, or any willful or intentional violation, two hundred
20 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
21 withheld.

22 53. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
23 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
24 and are entitled to recovery of such amounts, plus interest and penalties.

25 54. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
26 described herein and below.

27 **Sixth Cause of Action**

28 Failure to Timely Pay Wages Due at Termination

(Lab. Code §§ 201-203)

(Against All Defendants)

55. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

56. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

57. As alleged herein, affected class members are entitled to compensation for all forms of wages earned, including, overtime compensation, minimum wage, correct sick pay wages and compensation for non-provided rest and meal periods but to date have not received such compensation therefore entitling them Labor Code section 203 penalties.

58. More than 30 days have passed since Plaintiff and affected Class Members have left Defendants' employ, and on information and belief, have not received payment pursuant to Labor Code § 203. As a consequence of Defendant's willful conduct in not paying all earned wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for failure to pay legal wages.

59. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Seventh Cause of Action

Knowing and Intentional Failure to Comply With Itemized Employee
Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

60. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein

61. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and

ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and the members of the proposed class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code § 226.

62. Plaintiff and Class Members have been injured by Defendants' actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

63. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violation.

64. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Eighth Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

65. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

66. Business & Professions Code Section 17200 provides:
As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

67. Defendant's violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

68. The actions of Defendant, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, et seq.

69. Plaintiff and Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein.

70. As a direct and proximate result of the unfair business practices of Defendant, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff Class as a result of the business acts and practices described herein.

71. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code § 203;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194;
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: September 8, 2022

JAMES HAWKINS, APLC



James R. Hawkins
Isandra Y. Fernandez, Esq.
Kacey E. Cook, Esq.
Anthony L. Draper, Esq.
Attorneys for Plaintiff
Alexandria Ilene Kabitzke



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations**Private Attorneys General Act (PAGA) – Filing****New PAGA Claim Notice**

Your Information (Person Who is Filing)

Your First Name *

Kacey

Your Last Name *

Cook

Firm Name (if any) *

JAMES HAWKINS APLC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

kacey@jameshawkinsaplc.

Your Street Name, Number and Suite/Apt *

9880 Research Drive, Suite

Your Mobile Phone Number

949-387-7200

Your City *

Irvine

Your Work Phone Number**Your State ***

California

Your Zip/Postal Code *

92618

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Alexandria Ilene Kabitzke

Plaintiff/Aggrieved Employee Occupation *

Patient Service Representative

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Centro De Salud De La Comunidad De San Ys

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt ***Employer City ***

Employer State *

California

**Employer Zip/Postal Code *****Employer Industry ***

Other

**Employer Industry for "Other" *****Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages**Provide Details of Other Violation *****Other(Maybe Multiple)**

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name *****Billing Last Name *****Billing Email *****Billing Phone****Billing Street Name, Number and Suite/Apt *****Billing City *****Billing State ***

California

**Billing Zip/Postal Code *****Credit Card Type ***

Visa

**Credit Card Number *****CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** 09.08.22 LWD...omplaint.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

Other Attachment (If any)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)