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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DESIREE SANCHEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

HORIZON HEALTH & SUB-ACUTE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2021-01226692-CU-OE-
CXC

CLASS ACTION

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**AMENDED JOINT STIPULATION
AND SETTLEMENT AGREEMENT**

FAC Filed: February 21, 2023
Complaint Filed: October 18, 2021
Trial Date: None Set

1 This Amended Joint Stipulation and Settlement Agreement (“Stipulation”) is made and
2 entered into by and between Plaintiff Desiree Sanchez (“Plaintiff”), on behalf of herself and all
3 others similarly situated, and Defendant Horizon Health & Sub-Acute, LLC (“Defendant”)
4 (collectively, the “Parties”).

5 This Stipulation shall be binding on Defendant, Plaintiff, Class Members and the State
6 of California as to the employment of Eligible Aggrieved Employees, subject to the terms and
7 conditions hereof and the approval of the Court.¹

8 **RECITALS**

9 A. Plaintiff is an individual residing in the County of Fresno, State of California.

10 B. Defendant is a limited liability company organized and existing under the laws of
11 the State of California. Defendant is in the business of operating a skilled nursing facility located
12 in Fresno, California (“Nursing Facility”).

13 C. On October 18, 2021, Plaintiff filed in the Court that Class Action Complaint for
14 Damages (“Initial Complaint”), asserting against Defendant various claims and causes of action
15 under the California Labor Code, the California Business and Professions Code, and applicable
16 California Industrial Welfare Commission (“IWC”) Wage Orders, commencing the Action. By
17 the Initial Complaint, Plaintiff requests that the Action be certified as a class action.

18 D. On December 21, 2021, Defendant filed an Answer to the Initial Complaint,
19 denying the material allegations thereof and asserting a number of affirmative defenses thereto.

20 E. Defendant entered into a Management and Operations Transfer Agreement
21 (“MOTA”) and related agreements pursuant to which Defendant agreed to transition operational
22 and financial responsibility for its skilled nursing facility located in Fresno, California (“Nursing
23 Facility”) to a new operator upon the closing of such transaction (“MOTA Transaction”). In
24 accordance with the terms and conditions of the MOTA and such other agreements, upon the
25 closing of the MOTA Transaction, which took place on April 1, 2023, Defendant’s lease of the
26 Nursery Facility terminated, Defendant ceased operating the Nursing Facility, and Defendant
27 commenced liquidation of Defendant’s assets, consisting primarily of accounts receivable, in

28 ¹ Unless otherwise defined in this Stipulation, the definitions of the capitalized terms
contained in this Stipulation are as set forth in Paragraph 1 hereof.

1 order to obtain funds for payment of its debts.

2 F. The Parties have engaged in discussions to settle the claims asserted by Plaintiff
3 pursuant to the Initial Complaint. On February 1, 2023, the Parties entered into that
4 Memorandum of Understanding (“MOU”) setting forth the material terms of a settlement of
5 such claims.

6 G. In accordance with the provisions of the MOU, on February 21, 2023, Plaintiff
7 filed in the Court that First Amended Class Action Complaint for Damages (“Amended
8 Complaint”), amending the Initial Complaint to assert individual/representative claims pursuant
9 to PAGA for the same wage and hour theories asserted in the Initial Complaint.

10 H. By this Stipulation, the Parties desire and intend to commemorate and confirm the
11 terms and conditions of their settlement of the claims asserted by Plaintiff by the Amended
12 Complaint.

13 **NOW, THEREFORE**, based upon the foregoing Recitals, and the mutual promises,
14 covenants and agreements contained in this Stipulation, and for other good and valuable
15 consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the
16 Parties, by and through their respective counsel of record in the Action, agree and stipulate as
17 follows.

18 **AGREEMENT**

19 **1. Definitions.**

20 The following definitions are applicable to this Stipulation.

21 a. “Action” means *Desiree Sanchez v. Horizon Health & Sub-Acute, LLC*, Orange
22 County Superior Court Case Number 30-2021-01226692-CU-OE-CXC.

23 b. “Amended Complaint” means the “Amended Complaint,” as defined in
24 Paragraph G hereof, and any further amendments, modifications or supplements thereto which
25 may be made by Plaintiff with the consent of Defendant which consent will not be unreasonably
26 withheld by Defendant.

27 c. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
28 Court for Class Counsel’s litigation and resolution of the Action.

1 d. “Class” means the class of Class Members to be certified hereunder for the
2 purpose of effectuating the Settlement.

3 e. “Class Claims” means all claims stated, or which could have been stated, in the
4 Amended Complaint based upon the facts alleged in the Amended Complaint, construed as
5 broadly as reasonably possible. “Class Claims” includes, but is not limited to, all of the
6 following claims for relief: (i) a failure to properly calculate and pay all regular wages, minimum
7 wages, overtime wages, and sick leave due (Labor Code sections 246, 510, 1194, 1194.2, 1197,
8 and 1198); (ii) a failure to provide proper meal and rest breaks and to properly provide premium
9 pay in lieu thereof (Labor Code sections 226.7 and 512); (iii) a failure to provide complete,
10 accurate, or properly formatted wage statements and payroll records (Labor Code sections 226,
11 1174, and 1776); (iv) a failure to reimburse necessary business expenditures (Labor Code
12 sections 2800 and 2802); (v) a failure to timely pay wages during employment and after
13 employment (Labor Code sections 201, 202 and 204); (vi) engaging in unfair, unlawful, and/or
14 fraudulent business practices that could have been premised on the claims, causes of action, or
15 legal theories of relief described above or any of the claims, causes of action, or legal theories
16 of relief pleaded in the Amended Complaint (Business and Professions Code section 17200, *et*
17 *seq.*); and (vii) all damages, penalties, interest, attorneys’ fees and costs, and other amounts
18 recoverable under such claims, causes of action or legal theories of relief. The period of the
19 Class Claims shall extend to the limits of the Class Period.

20 f. “Class Counsel” means Justice Law Corporation.

21 g. “Class List” means a complete list of all Class Members which Defendant will
22 diligently and in good faith compile from its records and provide to the Settlement Administrator
23 within fifteen (15) calendar days after the entry of the Preliminary Approval Order. The Class
24 List will be formatted in Microsoft Office Excel and will include each Class Member’s: (i) full
25 name; (ii) last-known mailing address; (iii) social security number; and (iv) dates of employment
26 and Workweeks worked as an hourly-paid or non-exempt employee in California during the
27 Class Period.

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1 h. "Class Members" means all current and former hourly-paid or non-exempt
2 employees employed by Defendant in California at any time between April 22, 2017, and March
3 31, 2023. "Class Members" shall not include any person who submits a timely and valid Request
4 for Exclusion.

5 i. "Class Period" means the period from April 22, 2017 to March 31, 2023.

6 j. "Class Representative Enhancement Payment" means the amount approved by
7 the Court to be paid to Plaintiff in recognition of her contributions to the Action on behalf of
8 Class Members and Eligible Aggrieved Employees, to be paid from the Gross Settlement
9 Amount.

10 k. "Court" means the Superior Court of the State of California, County of Orange,
11 before which the Action is pending.

12 l. "Defendant" means Horizon Health & Sub-Acute LLC, as set forth in the
13 preamble to this Stipulation.

14 m. "Effective Date" means the latest of: (i) thirty (30) calendar days after entry of
15 the Final Approval Order if no objection to the Settlement is made; (ii) thirty (30) calendar days
16 after the running of the appeal period with respect to the Final Approval Order if an objection
17 to the Settlement is made but no appeal of the Final Approval Order is filed; or (iii) if an appeal
18 of the Final Approval Order is filed, thirty (30) calendar days after the Final Approval Order
19 shall have been affirmed by the highest court to which the Final Approval Order was appealed
20 and the time to take any further appeal shall have expired, such that the Final Approval Order is
21 no longer subject to appeal.

22 n. "Eligible Aggrieved Employees" means all current and former hourly-paid or
23 non-exempt employees employed by Defendant in California at any time between August 15,
24 2021, and March 31, 2023.

25 o. "Employer Taxes" has the meaning set forth in Paragraph 3 hereof.

26 p. "Execution Date" means the first date upon which this Stipulation is executed by
27 both Parties.

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1 q. “Final Approval Hearing” means the hearing at which Plaintiff will request that
2 the Court grant a motion to be filed by Plaintiff requesting entry of the Final Approval Order
3 approving this Stipulation.

4 r. “Final Approval Order” means the Court order granting final approval of this
5 Stipulation.

6 s. “Gross Settlement Amount” has the meaning set forth in Paragraph 3 hereof.

7 t. “Individual PAGA Payment” means each Eligible Aggrieved Employee’s share
8 of twenty-five percent (25%) of the PAGA Payment. Eligible Aggrieved Employees will
9 automatically receive their Individual PAGA Payments even if they opt out of the Settlement.

10 u. “Individual Settlement Payment” means each Class Member’s share of the Net
11 Settlement Amount. Class Members will automatically receive their Individual Settlement
12 Payments unless they timely opt out of the Settlement. Class Members are not required to submit
13 claim forms to receive their share of the Individual Settlement Payments.

14 v. “Initial Complaint” has the meaning set forth in Paragraph C hereof.

15 w. “LWDA” means the California Labor & Workforce Development Agency.

16 x. “MOTA” has the meaning set forth in Paragraph E hereof.

17 y. “MOTA Transaction” has the meaning set forth in Paragraph E hereof.

18 z. “MOU” has the meaning set forth in Paragraph F hereof.

19 aa. “Net Settlement Amount” has the meaning set forth in Paragraph 4 hereof.

20 bb. “Notice of Class Action and PAGA Settlement” means the notice of the
21 Settlement, a proposed copy of which is attached hereto as **Exhibit A** and is incorporated herein
22 by this reference.

23 cc. “Notice Packet” means the Notice of Class Action and PAGA Settlement,
24 Objection Form, and Request For Exclusion that will be mailed to all Class Members within
25 fourteen (14) calendar days after the Settlement Administrator receives the Class List from
26 Defendant.

27 dd. “Nursing Facility” has the meaning set forth in Paragraph B hereof.

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1 ee. "Objection" means any written objection to the Settlement sent by a Class
2 Member to the Settlement Administrator as specified herein and in the Notice of Class Action
3 and PAGA Settlement. An Objection to the Settlement must be sent to the Settlement
4 Administrator by the Response Deadline. Class Members and Eligible Aggrieved Employees
5 can object to the class action provisions of the Settlement but cannot object to the PAGA
6 provisions of the Settlement.

7 ff. "Objection Form" means the form that a Class Member can use to submit to the
8 Settlement Administrator an Objection regarding the Settlement. The Objection Form must be
9 signed by the Class Member. The Objection Form must be mailed or emailed to the Settlement
10 Administrator and postmarked or transmitted by email on or before the Response Deadline. The
11 Objection Form must state: (i) the case name and number; (ii) the name of the Class Member;
12 (iii) the address and telephone number of the Class Member; (iv) the last four digits of the Class
13 Member's social security number; and (v) the basis for the Objection. Class Members and
14 Eligible Aggrieved Employees cannot use the Objection Form to object to the PAGA provisions
15 of the Settlement. The Court will consider any Objections at the Final Approval Hearing
16 regardless of whether an Objection Form is submitted. A proposed copy of the Objection Form
17 is attached hereto as **Exhibit B** and is incorporated herein by this reference.

18 gg. "PAGA" means the California Private Attorneys General Act of 2004.

19 hh. "PAGA Claims" means all claims for statutory penalties that could have been
20 sought by the Labor Commissioner for the violations identified in Plaintiff's notice letter sent
21 to the LWDA on October 21, 2022. This includes claims for civil penalties for violations of
22 Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558,
23 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable IWC Wage Orders. The
24 period of the PAGA Claims shall extend to the limits of the PAGA Period.

25 ii. "PAGA Payment" means the payment made hereunder to the LWDA and the
26 Eligible Aggrieved Employees for settlement of all PAGA Claims. Eligible Aggrieved
27 Employees will still receive their share of the PAGA Payment even if they submit valid and
28 timely Requests for Exclusion.

1 jj. “PAGA Period” means the period from August 15, 2021 to March 31, 2023.

2 kk. “Parties” means, collectively, Plaintiff and Defendant, as set forth in the preamble

3 to this Stipulation.

4 ll. “Plaintiff” means Desiree Sanchez, as set forth in the preamble to this Stipulation.

5 mm. “Preliminary Approval Order” means the Court order granting preliminary

6 approval of this Stipulation.

7 nn. “QSF” means a Qualified Settlement Fund.

8 oo. “Released Parties” means Defendant, together with its former, present, and future

9 owners, parents, shareholders, members, principals, partners, predecessors, successors, assigns,

10 affiliates and affiliated companies, management companies, joint ventures, subsidiaries,

11 officers, directors, employees, equity holders, agents (including any investment bankers,

12 consultants, accountants, insurers, reinsurers, attorneys and any past, present or future officers,

13 directors, members, and employees thereof) and any spouse of any owner, member, principal,

14 officer, director, employee, equity holder and agent, as applicable.

15 pp. “Releasing Parties” has the meaning set forth in Paragraph 34(a) hereof.

16 qq. “Request for Exclusion” means a timely written request by a Class Member to be

17 excluded from the Settlement. The Request for Exclusion must be signed by the Class Member.

18 The Request for Exclusion must be mailed or emailed to the Settlement Administrator and must

19 be postmarked or transmitted by email on or before the Response Deadline. The Request for

20 Exclusion must state: (i) the case name and number; (ii) the name of the Class Member; (iii) the

21 address and telephone number of the Class Member; (iv) the last four digits of the social security

22 number of the Class Member requesting exclusion; and (v) state clearly that the Class Member

23 does not desire to be included in the Settlement. Class Members and Eligible Aggrieved

24 Employees cannot use the Request for Exclusion form to exclude themselves from the PAGA

25 provisions of the Settlement. A proposed copy of the Request for Exclusion is attached hereto

26 as **Exhibit C** and is incorporated herein by this reference.

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1 rr. "Response Deadline" means the deadline by which Class Members must mail (as
2 indicated by postmark) to the Settlement Administrator Requests for Exclusion or Objection
3 Forms with respect to the Settlement. The Response Deadline shall be sixty (60) calendar days
4 from the initial mailing of the Notice Packet. If the sixtieth (60th) day falls on a Sunday or federal
5 holiday, the Response Deadline will be extended to the next day on which the United States
6 Postal Service is open. If a Class Member received a remailed Notice Packet, he or she will have
7 an additional fourteen (14) calendar days beyond the original Response Deadline to respond.

8 ss. "Settlement" means the settlement of the Action entered into by and between
9 Plaintiff and Defendant commemorated and confirmed by this Stipulation.

10 tt. "Settlement Administration Costs" has the meaning set forth in Paragraph 8
11 hereof.

12 uu. "Settlement Administrator" means Phoenix Class Action Administration
13 Solutions, the entity that will work with the Parties to administer the Settlement. Each Party
14 hereby represents that she or it does not have a financial interest in the Settlement Administrator
15 or otherwise have a relationship with the Settlement Administrator that could create a conflict
16 of interest.

17 vv. "Settlement Payment" has the meaning set forth in Paragraph 3 hereof.

18 ww. "Stipulation" means this Stipulation and Settlement Agreement, as set forth in the
19 preamble to this Stipulation.

20 xx. "Workweek Value for Class Members" means the value of each compensable
21 Workweek by Class Members, as determined by the formula set forth in Paragraph 10 hereof.

22 yy. "Workweek Value for Eligible Aggrieved Employees" means the value of each
23 compensable Workweek by Eligible Aggrieved Employees, as determined by the formula set
24 forth in Paragraph 11 hereof.

25 zz. "Workweeks" means the number of calendar weeks that a Class Member or
26 Eligible Aggrieved Employee worked as a non-exempt or hourly-paid employee in California
27 during the Class Period and PAGA Period, respectively. Workweeks may be based on either: (i)
28 weeks during which at least one day was worked; or (ii) hire dates and, where applicable, last

1 dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of
2 transition between non-exempt and exempt status.

3 **2. Class Certification.**

4 The Parties hereby agree to class certification of the Action solely for the purpose of
5 effectuating the Settlement. In the event that the Court declines to enter the Preliminary
6 Approval Order or the Final Approval Order approving the Settlement, Defendant shall have the
7 right to oppose class certification.

8 In the event that the Court declines to enter the Preliminary Approval Order or the Final
9 Approval Order approving the Settlement, Defendant shall have the right to assert any and all
10 defenses to class certification and statute of limitations.

11 **3. Gross Settlement Amount.**

12 In full and complete satisfaction of the Class Claims and PAGA Claims and all other
13 liabilities of Defendant hereunder, Defendant shall pay Settlement Payments in the total amount
14 of \$720,000 (“Gross Settlement Amount”). The Gross Settlement Amount shall be the maximum
15 amount payable by Defendant hereunder, except only for any taxes imposed upon Defendant, as
16 an employer, on the wage payments made to members of the Settlement Class (“Employer
17 Taxes”). Upon Defendant’s payment of the Gross Settlement Amount, all Class Claims and
18 PAGA Claims shall be fully and completely discharged and extinguished and Defendant shall
19 have no further obligation whatsoever on account of Class Claims or on account of PAGA
20 Claims.

21 a. **Satisfaction of Claims.** The Gross Settlement Amount shall be used to pay:
22 (i) the Individual Settlement Payments to the Class Members; (ii) Attorneys’ Fees and
23 Costs to Class Counsel; (iii) the Class Representative Enhancement Payment to Plaintiff;
24 (iv) the Settlement Administration Costs to the Settlement Administrator; and (v) the
25 PAGA Payments to the Eligible Aggrieved Employees and to the LWDA.

26 b. **Funding of the Gross Settlement Amount.** Defendant shall pay the Gross
27 Settlement Amount by no later than the tenth (10th) calendar day following the Effective
28 Date.

1 c. Required Payment of Gross Settlement Amount. Defendant's payment of
2 the \$720,000 Gross Settlement Amount is an absolute, non-contingent obligation of
3 Defendant payable by Defendant in accordance with the terms of this Stipulation, subject
4 only to the effectiveness of the Settlement.

5 d. Manner of Payment of Settlement Payments. All Settlement Payments
6 made by Defendant hereunder shall be paid by wire transfer of immediately available
7 funds, or as otherwise agreed upon by the Settlement Administrator.

8 e. Payment of Employer Taxes. Defendant shall be solely responsible for
9 paying, and shall pay, all Employer Taxes, separate from and in addition to Defendant's
10 payment of the Gross Settlement Amount.

11 **4. Net Settlement Amount.**

12 Notwithstanding anything to the contrary contained in this Stipulation, the Attorneys'
13 Fees and Costs to Class Counsel, the Class Representative Enhancement Payment to Plaintiff,
14 the PAGA Payments to the Eligible Aggrieved Employees and the LWDA and the Settlement
15 Administration Costs, including all costs related to the Notice of Class Action and PAGA
16 Settlement, shall be deducted from the Gross Settlement Amount to calculate the net settlement
17 amount ("Net Settlement Amount") to be distributed to the participating Class Members. A
18 Class Member shall receive hereunder a maximum distribution equal to his or her Individual
19 Settlement Payment on account of the Net Settlement Amount, plus any Individual PAGA
20 Payment to which he or she may be entitled as an Eligible Aggrieved Employee.

21 **5. No Reversion.**

22 No amount of the Gross Settlement Amount shall revert to Defendant.

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

24 Defendant shall not oppose any request which may be made by Class Counsel for an
25 award of (a) Attorneys' Fees and Costs of no more than one-third (1/3) of the Gross Settlement
26 Amount, and (b) no more than \$25,000 for Class Counsel's litigation expenses and costs. All
27 Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount. Plaintiff and Class
28 Counsel shall not have the right to terminate the Settlement if the Court does not approve the

1 amount of Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys'
2 Fees and Costs not awarded to Class Counsel shall be added to the Net Settlement Amount.
3 Defendant shall have no liability to Class Counsel for any amount of Attorneys' Fees and Costs
4 sought by Class Counsel which are not awarded by the Court.

5 **7. Class Representative Enhancement Payment.**

6 Plaintiff may apply to the Court for a Class Representative Enhancement Payment to
7 Plaintiff of no more than \$10,000 for her efforts and work in prosecuting the Action on behalf
8 of Class Members and Eligible Aggrieved Employees. Defendant shall not oppose such
9 application. The Class Representative Enhancement Payment shall be paid from the Gross
10 Settlement Amount, and shall be in addition to Plaintiff's right to an Individual Settlement
11 Payment pursuant to the Settlement. Plaintiff shall be solely responsible to pay any and all
12 applicable taxes on the Class Representative Enhancement Payment and shall hold Defendant
13 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
14 payment to Plaintiff of the Class Representative Enhancement Payment. Plaintiff shall not have
15 the right to terminate the Settlement if the Court does not approve the amount of the Class
16 Representative Enhancement Payment sought by Plaintiff. Any portion of the Class
17 Representative Enhancement Payment not awarded to Plaintiff shall be added to the Net
18 Settlement Amount. Defendant shall have no liability to Plaintiff for any amount of the Class
19 Representative Enhancement Payment sought by Plaintiff which is not awarded by the Court.

20 **8. Settlement Administration Costs.**

21 The Settlement Administrator shall be paid for the reasonable costs of the Settlement
22 Administrator's administration of the Settlement and distribution of payments ("Settlement
23 Administration Costs"). Settlement Administration Costs shall be compensation for, among
24 others, the following services to be performed by the Settlement Administrator: (a) translating,
25 printing, distributing, and tracking notices and other documents for the Settlement; (b) tax
26 reporting; (c) setting up an interest-bearing QSF; (d) calculating and distributing all payments
27 to be made pursuant to the Settlement; and (e) providing necessary reports and declarations as
28 requested by the Parties. The Settlement Administration Costs shall not exceed \$15,500, and

1 Defendant shall not oppose a request for payment thereof. All Settlement Administration Costs
2 shall be paid from the Gross Settlement Amount upon completion of all duties required to be
3 performed by the Settlement Administrator under the terms of the Settlement. Plaintiff and the
4 Settlement Administrator shall not have the right to terminate the Settlement if the Court does
5 not approve the amount of the Settlement Administration Costs sought by the Settlement
6 Administrator. Any portion of the Settlement Administration Costs not awarded to the
7 Settlement Administrator shall be added to the Net Settlement Amount. Defendant shall not be
8 required to pay any additional funds toward Settlement Administration Costs.

9 **9. PAGA Payment.**

10 \$50,000 shall be allocated from the Gross Settlement Amount for settlement of PAGA
11 Claims. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
12 Payment (i.e., \$37,500) to the LWDA and twenty-five percent (25%) of the PAGA Payment (i.e.,
13 \$12,500) to Eligible Aggrieved Employees, on a pro rata basis, as described in this Stipulation.
14 Each Eligible Aggrieved Employee's portion of the PAGA Payment shall be part of his or her
15 Individual PAGA Payment. An Eligible Aggrieved Employee shall receive his or her Individual
16 PAGA Payment even if he or she submits a Request for Exclusion.

17 This allocation of the Gross Settlement Amount to the satisfaction of PAGA Claims shall
18 not be subject to amendment or modification, except as otherwise ordered by the Court.

19 **10. Individual Settlement Payment Calculations.**

20 Individual Settlement Payments to Class Members shall be calculated and apportioned
21 from the Net Settlement Amount based on the number of Workweeks which a Class Member
22 worked during the Class Period as an hourly-paid or non-exempt employee in California. Such
23 calculations shall be made as follows.

24 a. Calculation of Workweeks for Class Members. The Settlement
25 Administrator shall calculate the total number of Workweeks worked by each Class
26 Member. Workweeks may be based on either: (i) weeks during which at least one day was
27 worked; or (ii) hire dates and, where applicable, last dates worked or separation dates, re-
28 hire dates, dates of any periods of leave, and dates of transition between non-exempt and

1 exempt status. The Settlement Administrator shall also calculate the aggregate total
2 Workweeks worked by all Class Members as hourly-paid or non-exempt employees in
3 California during the Class Period.

4 b. Workweek Value for Class Members. To determine the Individual
5 Settlement Payments, the Settlement Administrator shall use the following formula: the
6 Net Settlement Amount shall be divided by the aggregate total number of Workweeks
7 worked by all Class Members during the Class Period, resulting in the Workweek Value
8 for Class Members, and each Class Member's Individual Settlement Payment shall then
9 be calculated by multiplying each individual Class Member's total number of Workweeks
10 worked by the Workweek Value for Class Members.

11 c. Disbursement of Net Settlement Amount to Class Members. The entire
12 Net Settlement Amount shall be disbursed as Individual Settlement Payments to Class
13 Members. If there are any valid and timely Requests for Exclusion, the Settlement
14 Administrator shall proportionately increase the Individual Settlement Payment for each
15 Class Member according to the number of Workweeks worked, so that the amount
16 distributed to the participating Class Members equals one hundred percent (100%) of the
17 Net Settlement Amount.

18 **11. Individual PAGA Payment Calculations.**

19 Individual PAGA Payments to Eligible Aggrieved Employees shall be calculated and
20 apportioned from the twenty-five percent (25%) of the PAGA Payment (i.e., \$12,500) based on
21 the number of Workweeks that an Eligible Aggrieved Employee worked during the PAGA
22 Period as an hourly-paid or non-exempt employee in California. Such calculations shall be made
23 as follows.

24 a. Calculation of Workweeks for Eligible Aggrieved Employees. The
25 Settlement Administrator shall calculate the total number of Workweeks worked by each
26 Eligible Aggrieved Employee. Workweeks may be based on either: (i) weeks during
27 which at least one day was worked; or (ii) hire dates and, where applicable, last dates
28 worked or separation dates, re-hire dates, dates of any periods of leave, and dates of

1 transition between non-exempt and exempt status. The Settlement Administrator shall
2 also calculate the aggregate total Workweeks worked by all Eligible Aggrieved Employee
3 as hourly-paid or non-exempt employees in California during the PAGA Period.

4 b. Workweek Value for Eligible Aggrieved Employees. To determine the
5 Individual PAGA Payments, the Settlement Administrator shall use the following
6 formula: the twenty-five percent (25%) of the PAGA Payment (\$12,500) shall be divided
7 by the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees
8 during the PAGA Period, resulting in the Workweek Value for Eligible Aggrieved
9 Employees, and each Eligible Aggrieved Employee's Individual PAGA Payment shall
10 then be calculated by multiplying each individual Eligible Aggrieved Employee's total
11 number of Workweeks worked by the Workweek Value for Eligible Aggrieved
12 Employees.

13 **12. No Credit Toward Benefit Plans.**

14 The Individual Settlement Payments made to Class Members under this Settlement, as
15 well as any other payments made pursuant to this Settlement, shall not be utilized to calculate
16 any additional benefits under any benefit plans to which any Class Members may be eligible.
17 This includes, but is not limited to: (a) profit-sharing plans; (b) bonus plans; (c) 401(k) plans;
18 (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO plans; and (h) any
19 other benefit plan.

20 **13. Cooperation Regarding Settlement Administration Process.**

21 The Parties shall cooperate in the administration of the Settlement and shall make all
22 reasonable efforts to control and minimize the costs and expenses incurred in the administration
23 of the Settlement.

24 **14. Delivery of the Class List.**

25 Within fifteen (15) calendar days after entry of the Court's Preliminary Approval Order,
26 Defendant shall provide the Class List to the Settlement Administrator.

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1 **15. Confirmation of Contact Information in the Class List/Undeliverable**
2 **Notices.**

3 Prior to mailing the Notice Packets, the Settlement Administrator shall perform a search
4 based on the National Change of Address Database for information to update and correct for any
5 known or identifiable address changes. Any Notice Packets returned to the Settlement
6 Administrator as non-deliverable on or before the Response Deadline shall be sent promptly via
7 regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement
8 Administrator shall indicate the date of such remailing on the Notice Packet. If no forwarding
9 address is provided, the Settlement Administrator shall promptly attempt to determine the
10 correct address using an Accurant search/skip-trace and shall perform a single remailing.

11 **16. Mailing of Notice Packets.**

12 The Settlement Administrator shall mail to all Class Members a Notice Packet,
13 comprised of the Notice of Class Action and PAGA Settlement, the Objection Form, and the
14 Request For Exclusion, in the forms attached hereto as **Exhibits A, B, and C**, respectively, or as
15 otherwise provided by Court order. The Notice Packets shall be mailed, via regular First-Class
16 U.S. Mail, by the Settlement Administrator within fourteen (14) calendar days after the
17 Settlement Administrator receives the Class List from Defendant.

18 **17. Disputed Information in the Notice Packets.**

19 Class Members shall have an opportunity to dispute the information provided in the
20 Notice Packets. To the extent that a Class Member disputes his or her employment dates or the
21 number of Workweeks worked by him or her, such Class Member must provide to the Settlement
22 Administrator, by the Response Deadline, evidence showing that such information is inaccurate,
23 or otherwise such information shall be deemed to be accurate via mail or email. The postmark
24 date of such mailing or the date of the transmission by email, as the case may be, shall be the
25 exclusive means to determine if a dispute has been timely submitted. The Settlement
26 Administrator shall advise the Parties of any such dispute, allow Defendant ten (10) calendar
27 days to respond with any additional information or records, and then decide the dispute.
28 Defendant's records shall be presumed to be correct, but the Settlement Administrator shall

1 evaluate evidence submitted by the Class Member and by Defendant. While the Settlement
2 Administrator may make the initial decision, the Court shall have the right to review any
3 decision made by the Settlement Administrator regarding a claim dispute. Thus, the Parties will
4 file with the Court all disputes submitted by Class Members, including the evidence submitted
5 and resolution of those disputes.

6 **18. Requests for Exclusion.**

7 Any Class Member who desires to opt-out from the Settlement shall mail or email to the
8 Settlement Administrator, by the Response Deadline, a valid and timely written Request for
9 Exclusion. The postmark date of such mailing or the date of the transmission by email, as the
10 case may be, shall be the exclusive means to determine if a Request for Exclusion has been
11 timely submitted. Neither the Parties nor their respective counsel shall solicit or encourage any
12 Class Member, directly or indirectly, to opt out of the Settlement. A Class Member who properly
13 submits a valid and timely request to be excluded from the Settlement shall not receive an
14 Individual Settlement Payment, shall not be bound by the Class Claims releases provided by the
15 Settlement, and shall not have standing to object to the Settlement. A Request for Exclusion
16 must be mailed timely to the Settlement Administrator at its address to be provided in the Notice
17 Packet or otherwise such Request for Exclusion shall be invalid and of no force or effect. The
18 Settlement Administrator shall transmit all Requests for Exclusion to the Parties' respective
19 counsel. Class Counsel shall include all Requests for Exclusion with Class Counsel's motion
20 requesting final approval of the Settlement.

21 a. PAGA Provisions of the Settlement. A Class Member who properly
22 submits a valid and timely Request for Exclusion shall still receive his or her Individual
23 PAGA Payment if he or she is also an Eligible Aggrieved Employee. In other words, a
24 Class Member and Eligible Aggrieved Employee shall still be bound to the PAGA
25 provisions of this the Settlement (including, without the limitation, the releases of PAGA
26 Claims) even if he or she submits a valid and timely Request for Exclusion.

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1 b. Defective Submissions. If a Class Member's Request for Exclusion is
2 defective as to the requirements listed herein, that Class Member shall be given an
3 opportunity to cure the defect(s), except for any untimeliness of the Request for Exclusion
4 for which there shall be no cure. Specifically, the Settlement Administrator shall mail to
5 such Class Member a curative letter within three (3) business days of the Settlement
6 Administrator's receiving the defective submission to advise the Class Member that his
7 or her Request for Exclusion is defective and that the defect must be cured in order to
8 render the Request for Exclusion valid. The Class Member shall have until the later of:
9 (i) the Response Deadline, or (ii) ten (10) calendar days from the date of the curative
10 letter, to postmark a revised Request for Exclusion. If the revised Request for Exclusion
11 is not postmarked within that period, it will be deemed untimely and invalid.

12 c. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any
13 Class Member who does not affirmatively opt out of the Settlement by submitting a timely
14 and valid Request for Exclusion shall be bound by all of the terms of the Settlement,
15 including those pertaining to the release of Class Claims, as well as the terms of any Final
16 Approval Order that may be entered by the Court, regardless of whether such Class
17 Member actually receives the Notice of Class Action and PAGA Settlement or objects to
18 the Settlement.

19 **19. Objection Procedures.**

20 The Notice Packet shall state that a Class Member who desires to object to the Settlement
21 may do so by submitting, by first-class mail or by email, an Objection Form to the Settlement
22 Administrator by the Response Deadline. The postmark date of the mailing of the Objection
23 Form, or the date of the transmission by email of the Objection Form, as the case may be, shall
24 be deemed to be the exclusive means for determining if the Objection is timely. The Settlement
25 Administrator shall promptly provide to the Parties' respective counsel any Objection Forms
26 received by the Settlement Administrator. Class Counsel shall include all Objections received
27 and the Parties' response(s) thereto with Plaintiff's motion requesting final approval of the
28 Settlement. Class Members shall have the right to have their Objections heard at the Final

1 Approval Hearing, but are not required to appear at the Final Approval Hearing to have their
2 Objections considered. Class Counsel shall not represent any Class Member with respect to any
3 Objection to the Settlement. Any Class Member who requests exclusion from the Settlement
4 shall not have standing to object to the Settlement. If a Class Member objects to the Settlement,
5 the Class Member shall remain a Class Member; if the Court approves the Settlement, the
6 objecting Class Member shall be deemed to be a member of the Class and be bound by the terms
7 of the Settlement and the Court's Final Approval Order as if the Class Member had not objected
8 to the Settlement.

9 **20. No Objection to PAGA Provisions of the Settlement.**

10 Class Members and Eligible Aggrieved Employees cannot object to the PAGA settlement
11 provisions of the Settlement (including, without limitation, the releases of the PAGA Claims).

12 **21. Settlement Administrator Reports.**

13 The Settlement Administrator shall provide to the Parties' respective counsel a weekly
14 report regarding any submitted Requests for Exclusion, any submitted Objection Forms and
15 regarding any disputes with respect to Workweeks worked calculations. The Settlement
16 Administrator shall also provide to the Parties' respective counsel any updated reports regarding
17 the administration of the Settlement as needed or as requested by a Party.

18 **22. Distribution and Timing of Payments.**

19 By the twenty-first (21st) calendar day after the Effective Date, or as otherwise ordered
20 by the Court, the Settlement Administrator shall issue: (a) Individual Settlement Payments to all
21 Class Members who have not submitted a valid and timely Request for Exclusion; (b) Individual
22 PAGA Payments to Eligible Aggrieved Employees; (c) the Class Representative Enhancement
23 Payment awarded to Plaintiff; (d) the Attorneys' Fees and Costs awarded to Class Counsel; and
24 (e) a \$37,500 payment to the LWDA. The Settlement Administrator shall also issue a payment
25 to itself for Court-approved Settlement Administration Costs. The Settlement Administrator
26 shall make each of these payments by mailing a check in the appropriate amount to the recipient
27 at the address indicated for such recipient in the Class List provided by Defendant, or to such
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1 other address determined by the Settlement Administrator to be the correct address for such
2 recipient.

3 A Class Member shall not be required to submit any claim form in order to obtain the
4 Individual Settlement Payment to which he or she may be entitled hereunder.

5 **23. Uncashed Settlement Checks.**

6 Class Members shall receive checks for their Individual Settlement Payments and
7 Individual PAGA Payments. A check shall remain negotiable for one hundred eighty (180)
8 calendar days after the date of such check. Any check not cashed within one hundred eighty
9 (180) calendar days after the date of such check shall be void. Funds from any uncashed checks,
10 plus any interest accrued thereon, shall be paid promptly by the Settlement Administrator to the
11 State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide to the
12 Parties' respective counsel a declaration regarding payment of such amounts to the State
13 Controller's Unclaimed Property Fund, within ten (10) calendar days of the completion of such
14 payments. Any costs associated with administering the remaining funds under this paragraph
15 (e.g., bank stop-payment charges or any Settlement Administration Costs associated with any
16 reserve amount) or the making of payments to the State Controller's Unclaimed Property Fund
17 shall be deducted by the Settlement Administrator and retained by the Settlement Administrator
18 as reimbursement for its costs before the payment of such amounts to the State Controller's
19 Unclaimed Property Fund.

20 **24. Certification of Completion.**

21 Upon the Settlement Administrator's completion of administration of the Settlement, the
22 Settlement Administrator shall provide to the Court and to the Parties' respective counsel a
23 written declaration under oath certifying such completion.

24 **25. Allocation of Individual Settlement Payments.**

25 All Individual Settlement Payments shall be allocated as follows: (a) twenty percent
26 (20%) as wages; and (b) eighty percent (80%) as interest and penalties. The Settlement
27 Administrator shall be responsible for issuing to Class Members a form W-2 for amounts
28 deemed wages and an IRS Form 1099 for the amounts allocated to interest and penalties.

1 **26. Allocation of Individual PAGA Payments.**

2 All Individual PAGA Payments shall be allocated as one hundred percent (100%)
3 penalties. The Settlement Administrator shall be responsible for issuing to Eligible Aggrieved
4 Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment
5 exceeds \$600.

6 **27. Administration of Taxes by Settlement Administrator.**

7 The Settlement Administrator shall be responsible for issuing to Plaintiff, Class
8 Members, and Class Counsel tax forms as may be required by law for all amounts paid to them
9 hereunder and shall be responsible for forwarding all taxes and penalties to the appropriate
10 government authorities as may be required by law.

11 **28. No Representation Regarding Tax Liability.**

12 Defendant hereby makes no representation as to the tax treatment or legal effect of the
13 payments provided for hereunder, and Plaintiff and Class Members acknowledge and agree that
14 they are not relying on any statement, representation, or calculation by Defendant or the
15 Settlement Administrator with respect thereto. Plaintiff and Class Members shall be solely
16 responsible for the payment of any taxes and penalties assessed on the payments set forth herein,
17 and shall defend, indemnify, and hold Defendant free and harmless from any claims resulting
18 from treatment of such payments as non-taxable damages.

19 **29. Circular 230 Disclaimer.**

20 EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT: (A) NO
21 PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR
22 DISCLOSURE BETWEEN THE PARTIES OR WITH THEIR RESPECTIVE ATTORNEYS
23 OR OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
24 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
25 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
26 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (B) SHE
27 OR IT HAS RELIED EXCLUSIVELY UPON HER OR ITS OWN INDEPENDENT LEGAL
28 COUNSEL OR OTHER ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN

1 CONNECTION WITH THIS STIPULATION, AND HAS NOT ENTERED INTO THIS
2 STIPULATION BASED UPON THE RECOMMENDATION OR ADVICE OF THE OTHER
3 PARTY OR THE OTHER PARTY'S ATTORNEYS OR ADVISERS; AND (C) SHE OR IT IS
4 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
5 ATTORNEY OR ADVISER TO THE OTHER PARTY IN ORDER TO AVOID ANY TAX
6 THAT MAY BE IMPOSED ON HER OR IT ON ACCOUNT OF THE TRANSACTIONS
7 CONTEMPLATED HEREIN; AND (D) NO ATTORNEY OR ADVISER HAS IMPOSED
8 UPON HER OR IT ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
9 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY HER
11 OR IT OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION
12 CONTEMPLATED BY THIS STIPULATION.

13 **30. Preliminary Approval Hearing.**

14 Plaintiff shall file within thirty (30) calendar days after the Execution Date a motion
15 requesting the entry of a Preliminary Approval Order, and shall schedule a hearing on such
16 motion as soon as practicable subject to the Court's calendar. By such motion, Plaintiff shall
17 request, in part, the following relief: (a) the conditional certification of the Class for settlement
18 purposes only; (b) preliminary approval of this Stipulation; and (c) the setting of a date for a
19 Final Approval Hearing. The Preliminary Approval Order shall provide for the Notice Packet to
20 be sent to all Class Members. In conjunction with such motion, Plaintiff shall submit a copy of
21 this Stipulation and all Exhibits hereto.

22 **31. Final Approval Hearing and Entry of Final Approval Order.**

23 Within fourteen (14) calendar days after the expiration of the Response Deadline to
24 submit Requests for Exclusion or Objection Forms to the Settlement Administrator, and with
25 the Court's approval, Plaintiff shall file a motion requesting the entry of a Final Approval Order.
26 Class Counsel shall be responsible for drafting such motion and all other documents necessary
27 to obtain the Final Approval Order, and shall file and serve such motion as a regularly-noticed
28 motion for a hearing date that will be set by the Court, but for a date not earlier than forty-five

(45) calendar days after the filing and service of such motion. Class Counsel also shall be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval Hearing.

32. Final Approval Order; Jurisdiction of the Court.

Upon final approval of the Settlement by the Court, the Parties shall present jointly to the Court the Final Approval Order, in a form mutually acceptable to the Parties, for entry by the Court. After the entry of the Final Approval Order, the Court will have continuing jurisdiction for the purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) settlement administration matters; and (c) such other matters as may be appropriate under Court rules or as set forth in this Stipulation.

33. Enforcement of Settlement.

The Parties hereby stipulate that the Court shall retain jurisdiction over the Parties to enforce the Settlement until performance of the full terms of the Settlement, in accordance with Code of Civil Procedure § 664.6.

34. Releases.

a. Releases by Plaintiff and Class Members. Effective as of the Effective Date, except only for the obligations imposed upon Defendant by this Stipulation and the rights reserved by Plaintiff and the Class Members by this Stipulation, Plaintiff and each Class Claimant who does not submit timely a Request for Exclusion (collectively, "Releasing Parties"), for themselves and their respective heirs, descendants, dependents, executors, administrators, representatives, agents, attorneys, successors and assigns, and each of them, hereby absolutely, fully and forever, release, relieve, waive, relinquish and discharge the Released Parties and each of them, of and from any and all manner of actions, causes of action, suits, debts, deficiencies, liabilities, demands, claims, obligations, costs, interest charges, expenses (including attorneys' fees and costs), sums of money, controversies, damages, injuries, losses, accounts, reckonings, security interests and liens of every kind of nature whatsoever, which exist or may exist as of the Execution Date arising from or reasonably relating to the claims or causes of action

1 alleged by Plaintiff by the Amended Complaint, or which reasonably could have been
2 alleged by Plaintiff based upon the facts, causes of action and legal theories stated by
3 Plaintiff by the Amended Complaint, including, without limitation, the following claims:
4 the Class Claims; the PAGA Claims; wage claims, and any and all comparable claims
5 arising under any state or other governmental statute, law, regulation or ordinance,
6 including any such claims arising under the California Labor Code, Wage Orders of
7 California's Industrial Welfare Commission and other state wage and hour laws; and alter
8 ego claims, piercing the corporate veil claims and comparable claims arising from or
9 reasonably relating to the claims or causes of action alleged by Plaintiff by the Amended
10 Complaint, or which reasonably could have been alleged by Plaintiff based upon the facts,
11 causes of action or legal theories stated by Plaintiff by the Amended Complaint. This
12 Stipulation shall be binding and effective as a full and final accord and satisfaction and
13 settlement of and as a bar to each such claim referred to and released. The releases herein
14 given shall be and shall remain in effect for the Class Period as full, complete and final
15 releases in accordance with the terms and conditions hereof and shall not be subject to
16 limitation, modification, termination or rescission.

17 b. No Assignment of Released Claims. By participating in the Settlement,
18 each Releasing Party is deemed to represent and warrant that he or she has not assigned
19 or transferred, and will not assign or transfer, to any person or entity the claims released
20 by him or her pursuant to this Stipulation.

21 c. Releases Are Essential Terms of this Stipulation. The Releasing Parties
22 understand and agree that the releases provided by this Stipulation are essential terms of
23 this Stipulation and that Defendant would not have agreed to enter into this Stipulation
24 but for such releases. The Releasing Parties understand and agree that the scope of the
25 releases described in this Stipulation: (i) are a material part of the consideration for this
26 Stipulation; (ii) were critical in justifying the agreed-upon economic value of the
27 Settlement and that, without the releases, Defendant would not have agreed to the
28 consideration provided hereby; and (iii) are narrowly drafted and necessary to ensure that

1 Defendant is obtaining peace of mind regarding the resolution of claims that were or
2 reasonably could have been alleged based on the facts, causes of action, and legal theories
3 contained in the Amended Complaint.

4 d. Releases Enforceable against All Participating Class Members. All Class
5 Members who do not submit a valid and timely Request for Exclusion shall be bound by
6 the releases provided by this the Stipulation.

7 e. Plaintiff's Waiver. Plaintiff hereby acknowledges and agrees that she is
8 familiar with, or has been advised of, Section 1542 of the Civil Code of the State of
9 California, which provides as follows:

10 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
11 **WHICH THE CREDITOR OR RELEASING PARTY DOES NOT**
12 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**
13 **TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN**
14 **BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**
15 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
16 **PARTY."**

17 Except only for the rights expressly reserved by Plaintiff pursuant to this
18 Stipulation, Plaintiff hereby waives and relinquishes fully, as of the Effective Date of this
19 Stipulation, all rights and benefits which she has or may have under Section 1542 of the
20 Civil Code of the State of California, any comparable United States federal statutes,
21 statutes of any other states in the United States and common-law principles pertaining to
22 the releases provided by this Stipulation.

23 **35. No Reliance.**

24 In executing this Stipulation, each Party hereby represents and warrants that neither it
25 nor its attorneys have relied upon any statement, promise or representation of the other Party, or
26 of any agents, employees, attorneys, or other representatives of the other Party, in executing this
27 Stipulation, other than those expressly contained in this Stipulation. Each Party acknowledges
28 that it has been represented by counsel, that it has read this entire Stipulation or an accurate and
complete translation of this Stipulation, that this Stipulation has been explained to it by its
counsel, and that it agrees to the terms contained in this Stipulation. Except only for the

1 representations and statements made expressly by the other Party in this Stipulation, if a Party
2 should subsequently discover that any matter relied upon by it in entering into this Stipulation
3 is not as believed by it to be true, or that the law presently in effect has changed in a manner
4 which would affect negatively its rights hereunder, it shall not be entitled to any relief in
5 connection with this Stipulation or otherwise, including, without limitation, any alleged right or
6 claim to set aside or rescind this Stipulation. This Stipulation is intended to be and is final and
7 binding upon each Party.

8 **36. Representations and Warranties by the Parties Regarding the Execution of**
9 **this Stipulation.**

10 Each Party expressly warrants and represents to the other Party the following:

- 11 a. That each Party believes it to be in its best interests to settle the matters
12 encompassed by this Stipulation on the terms provided in this Stipulation;
- 13 b. That the making of this Stipulation is reasonable under the circumstances;
- 14 c. That no promise or inducement has been offered except as expressly
15 provided in this Stipulation;
- 16 d. That each Party executed this Stipulation as its own free and voluntary act;
- 17 e. That each Party has knowingly and voluntarily entered into this Stipulation
18 without any duress or coercion from anyone; and
- 19 f. That each Party intends to be bound, and shall be bound, by the terms of
20 this Stipulation as of the Effective Date of this Stipulation.

21 **37. Release of PAGA Claims.**

22 Plaintiff, the State of California and the LWDA shall be deemed to have waived and
23 released as of the Effective Date, and shall be barred from asserting, any and all PAGA Claims
24 alleged by the Amended Complaint or by the PAGA notice filed on October 21, 2022 with the
25 LWDA or which reasonably could have been alleged in the Amended Complaint or such PAGA
26 notice based upon the factual assertions and legal assertions made by the Amended Complaint
27 or such PAGA notice. Eligible Aggrieved Employees shall also be barred from asserting, any
28 and all PAGA Claims alleged by the Amended Complaint or by the PAGA notice filed on

1 October 21, 2022 with the LWDA or which reasonably could have been alleged in the Amended
2 Complaint or such PAGA notice based upon the factual assertions and legal assertions made by
3 the Amended Complaint or such PAGA notice.

4 **38. Exhibits.**

5 The terms of this Stipulation include the terms set forth in the attached Exhibits. The
6 Exhibits to the Stipulation are an integral part of the Settlement.

7 **39. Publicity Agreement.**

8 Plaintiff and Class Counsel shall not disclose or publicize the Settlement, including the
9 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in
10 any manner or form, directly or indirectly, to any person or entity, except potential Class
11 Members and as shall be required to effectuate the terms of the Settlement. Plaintiff and Class
12 Counsel shall not issue any press release, communicate with, or respond to any media or
13 publication entities, publish information in any manner or form, whether printed or electronic,
14 on any medium or otherwise communicate, whether by print, video, recording or any other
15 medium, with any person or entity concerning the Settlement, including the fact of the
16 Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall
17 be required to effectuate the terms of the Settlement. This provision shall not apply to the filing
18 of any documents with the Court or the LWDA that are necessary to effectuate the Settlement,
19 nor is it intended to interfere with or restrict: (a) the Settlement Administrator from distributing
20 the Notice Packets and otherwise complying with its obligation to provide information to Class
21 Members and/or Eligible Aggrieved Employees; (b) the Settlement Administrator from posting
22 any Final Approval Order on its website; (c) Class Counsel from disclosing the names of the
23 Parties in this Action and the venue/case number of the Action for purposes of proving adequacy;
24 and (d) Defendant from disclosing the Settlement to its attorneys, accountants or other advisers
25 or as it may be required by contract or applicable law.

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1 **40. No Unalleged Claims.**

2 Plaintiff and Class Counsel hereby represent they are not currently aware of any: (a)
3 unalleged claims in addition to, or different from, those which are finally and forever settled and
4 released by the Settlement; or (b) facts or legal theories upon which any claims or causes of
5 action could be brought against Defendant, except such facts and theories specifically alleged
6 in the Amended Complaint. Plaintiff and Class Counsel represent that, other than by the Action,
7 they have no current intention of asserting any claims against Defendant in any judicial or
8 administrative forum. Plaintiff and Class Counsel represent they do not currently know of or
9 represent any person who has expressed any interest in pursuing litigation or seeking any
10 recovery against Defendant. Plaintiff and Class Counsel acknowledge, understand, and agree
11 that the representations described here are essential to the Settlement and that the Settlement
12 would not have been entered into were it not for such representations.

13 **41. Defendant's Option to Terminate Settlement.**

14 Defendant retains the right, in the exercise of its sole and absolute discretion, to terminate
15 the Settlement within thirty (30) calendar days after expiration of the Response Deadline if ten
16 percent (10%) or more of Class Members submit valid and timely Requests for Exclusion. If
17 Defendant elects to terminate the Settlement, it shall be responsible for payment of any
18 Settlement Administration Costs then incurred by the Settlement Administrator.

19 **42. Disposition of Defendant's Assets.**

20 Defendant shall have the right, in connection with a liquidation and winding up of its
21 business, to sell, assign, transfer, settle, compromise, abandon or otherwise dispose of its assets
22 and properties, including its accounts receivables, as it deems appropriate in the exercise of its
23 reasonable business judgment. Without limiting the generality of the foregoing, Defendant shall
24 have no obligation to incur any material expense in connection with its liquidation of any of its
25 assets or properties, including, without limitation, by incurring legal fees to collect any account
26 receivable.

27 **43. Termination of Settlement.**

28 The Settlement confirmed by this Stipulation may be terminated as follows:

- 1 a. Upon the mutual written consent of the Parties;
- 2 b. By a non-breaching Party, in the event that the Court does not grant
- 3 preliminary or final approval of this Stipulation;
- 4 c. By a non-breaching Party, pursuant to the provisions of Paragraph 57
- 5 hereof;
- 6 d. By Defendant, in accordance with the provisions of Paragraph 41 hereof;
- 7 or
- 8 e. By a non-breaching Party, if an appeal is filed as to the Final Approval
- 9 Order and the appellate court vacates, reverses or modifies the Final Approval Order in a
- 10 manner that requires a material modification of this Stipulation; provided, however, that
- 11 the Parties shall work together diligently and in good faith to address the appellate court's
- 12 concerns and to obtain entry of a Final Approval Order consistent with the provisions of
- 13 this Stipulation. An appellate court's determination to vacate, reverse or modify the
- 14 Court's award to Class Counsel of Attorneys' Fees and Costs, or the Court's award to
- 15 Plaintiff of a Class Representative Enhancement Payment or the Court's award to the
- 16 Settlement Administrator of Settlement Administration Costs shall not constitute a
- 17 material modification of the Final Approval Order within the meaning of this Paragraph.

18 **44. Effect of Termination.**

19 In the event of any termination of the Settlement as permitted by Paragraph 43 hereof,

20 the Settlement, and all the terms of the Settlement, as confirmed by this Stipulation, any

21 document executed in furtherance of the Settlement and any order of the Court entered in

22 furtherance of the Settlement, shall immediately become null and void ab initio, of no force or

23 effect, and shall not be binding on the Parties. Upon any such termination of the Settlement, and

24 the Parties shall be restored to the same respective positions that they were in as of the Execution

25 Date of this Stipulation, without any impairment of or prejudice to such positions, and the Parties

26 shall reserve all rights and remedies that they may have as a matter of law; notwithstanding the

27 foregoing, in the event of any termination of the Settlement resulting from a breach of this

28 Stipulation occurring prior to any termination of the Settlement, the non-breaching Party shall

1 retain any and all rights and remedies that it may have under applicable law against the breaching
2 Party.

3 **45. Entire Agreement.**

4 This Stipulation and the attached Exhibits constitute the entirety of the Parties'
5 settlement terms. No other prior or contemporaneous written or oral agreements regarding the
6 settlement terms shall be binding on the Parties.

7 **46. Amendment or Modification.**

8 This Stipulation may be amended or modified only by a written instrument signed by
9 each Party's counsel.

10 **47. Authorization to Enter Into Stipulation.**

11 Each Party hereby represents and warrants that she or it is authorized to negotiate the Settlement
12 and to take all appropriate action, and to execute any other documents, appropriate to effectuate
13 the terms of this Stipulation. The Parties and their respective counsel shall cooperate with each
14 other and use their respective best efforts to implement the Settlement. If the Parties are unable
15 to reach agreement on the form or content of any document needed to implement the Settlement,
16 or on any supplemental provisions that may become necessary to effectuate the terms of the
17 Settlement, the Parties may move the Court for resolution of such dispute.

18 **48. Binding on Successors and Assigns.**

19 This Stipulation shall be binding upon, and inure to the benefit of, the successors or
20 assigns of the Parties.

21 **49. California Law Governs.**

22 All of the terms of this Stipulation and the Exhibits hereto shall be governed by and
23 interpreted according to the laws of the State of California.

24 **50. Execution and Counterparts.**

25 This Stipulation may be executed in one or more counterparts. All executed counterparts
26 and each of them, including facsimile and scanned copies of the signature page, shall be deemed
27 to be one and the same instrument if the Parties' counsel exchange among themselves original
28 signed counterparts.

1 **51. Acknowledgement that the Settlement is Fair and Reasonable.**

2 Each Party hereby acknowledges that the Settlement is a fair, adequate, and reasonable
3 settlement and that the Settlement was arrived at after arm's-length negotiations and in the
4 context of adversarial litigation. Each Party hereby acknowledges that it has been represented
5 by competent counsel and that it has had an opportunity to consult with its counsel regarding
6 the fairness and reasonableness of the Settlement.

7 **52. Waiver of Certain Appeals.**

8 The Parties, and all Class Members who opt of the Settlement or who do not object to the
9 Settlement, hereby agree to waive any and all appeals with respect to the Settlement of the
10 Action confirmed by this Stipulation and/or with respect to the validity or enforceability of this
11 Stipulation. The Parties stipulate to class certification for purposes of the Settlement only.
12 Notwithstanding the foregoing, either Party may seek from the Court an order interpreting or
13 construing any provision of this Stipulation, and Plaintiff or Class Counsel may appeal any
14 reduction by the Court of the amount of the Class Representative Enhancement Payment or
15 Attorneys' Fees and Costs award which they, respectively, may request from the Court.

16 **53. No Admission of Liability.**

17 The Parties enter into this Stipulation to resolve the disputes that have arisen between
18 them and to avoid the burden, expense, and risk of continued litigation. In entering into this
19 Stipulation, Defendant does not admit, and specifically denies, that it: (a) violated any federal,
20 state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any statute
21 or any other applicable laws, regulations, or legal requirements; (c) breached any contract; (d)
22 violated or breached any duty; (e) engaged in any misrepresentation or deception; or (f) engaged
23 in any other unlawful conduct with respect to its employees. Neither this Stipulation, nor any of
24 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
25 admission or concession of any such violations or failures to comply with any applicable law.
26 Except as necessary to enforce the terms of this Stipulation, this Stipulation and its terms and
27 provisions shall not be offered or received as evidence in any action or proceeding to establish
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any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

54. No Waiver.

No waiver of any condition or covenant contained in this Stipulation or failure to exercise a right or remedy by either Party shall be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

55. Mutual Preparation of Stipulation.

Each Party acknowledges and agrees that it has had a full opportunity to negotiate, and did negotiate fully, the terms and conditions of this Stipulation. Accordingly, this Stipulation shall not be construed more strictly against one Party than the other Party merely by virtue of the fact that this Stipulation may have been initially prepared by counsel for a Party, it being recognized that, because of the arm's-length negotiations between the Parties, both Parties have contributed to the preparation of this Stipulation.

56. Notices.

Any notices, consents, waivers and other communications required or permitted by this Stipulation shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs, prepaid), or (b) sent by email, if sent during the normal business hours of the recipient, with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a) hereof. Notice to a Party shall be given as follows:

If to Plaintiff:

Justice Law Corporation
Attn: Douglas Han, Esq.
751 North Fair Oaks, Suite 101
Pasadena, CA 91103
Tel: (818) 230-7502
Email: dhan@justicelawcorp.com

If to Defendant: Horizon Health & Sub-Acute, LLC
Attn : Brooke Carnohan
3034 Herndon Ave.
Fresno, CA 93720
Tel: (559) 321-0883
Email: bcarnohan@meritagehealthcare.com

with a copies to: Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attn: Robert R. Roginson, Esq.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 457-5873
Email: Robert.roginson@ogletree.com

Winthrop Golubow Hollander, LLP
Attn: Robert E. Opera, Esq.
1301 Dove Street, Suite 500
Newport Beach, CA 92660
Tel: (949) 720-4130
Email: ropera@wghlawyers.com

A Party may designate in writing a different address to which any notice, request, demand, or other communication is to be given hereunder to such Party. Telephone numbers are listed for convenience purposes only and not for the purpose of giving notice pursuant to this Stipulation.

57. Severability.

Whenever possible, each provision or portion of any provision of this Stipulation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Stipulation is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Stipulation and in lieu of such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Stipulation a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible. Notwithstanding the foregoing, in the event that the Court modifies this Stipulation in a manner materially adverse to the interests of a Party, such Party shall have the right in the exercise of its sole and absolute discretion to terminate this Stipulation, except that any reduction of the amount of the Attorneys' Fees and Costs provision hereof, the amount of

1 the Class Representative Enhancement Payment provision hereof, or the amount of the
2 Settlement Administration Costs provision hereof shall not constitute cause for terminating this
3 Stipulation.

4 **58. Attorney's Fees and Costs.**

5 Each Party shall bear its own attorneys' fees and costs arising from or relating to the
6 negotiation and execution of this Stipulation. In the event of any action or proceeding to enforce,
7 modify, interpret, or construe any term or provision of this Stipulation, however, the prevailing
8 Party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees
9 and costs, incurred as a result of such action or proceeding, including any appeals resulting
10 therefrom.

11 **59. Interpretation.**

12 Wherever in this Stipulation the context so requires, reference to the neuter, masculine
13 or feminine shall be deemed to include each of the others, and reference to either the singular or
14 the plural shall be deemed to include the other.

15 **60. Further Assurances.**

16 Each Party, at the request of the other Party, shall execute and deliver to the requesting
17 Party all such further documents, and shall take such further acts, as may be reasonably
18 necessary or appropriate in order to confirm or carry out the provisions of this Stipulation.

19 **61. Use and Return of Documents.**

20 Information provided to Class Counsel and all documents provided to Class Counsel by
21 Defendant in connection with the Parties' mediation, other settlement negotiations, or in
22 connection with the Settlement, may be used only with respect to the Settlement, and for no
23 other purpose, and may not be used in any way that violates any existing contractual agreement,
24 statute, or rule of the Court. Not later than thirty (30) calendar days after the date when the
25 Settlement Administrator provides to the Parties pursuant to Paragraph 24 hereof the Declaration
26 confirming the Settlement Administrator's completion of administration of the Settlement,
27 Plaintiff shall destroy all such documents and provide to Defendant evidence thereof, in a
28 manner reasonably acceptable to Defendant.

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62. Stay of Litigation.

The Parties hereby agree to a stay of all proceedings in the Action, except only for any proceedings to obtain approval of the Settlement. The Parties shall cooperate with each other, and shall take any and all reasonable acts as may be appropriate, to obtain from the Court any orders to effectuate such a stay.

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Dated: 09/20/2023

DESIREE SANCHEZ



Dated: _____

HORIZON HEALTH & SUB-ACUTE, LLC

By: _____

Its: _____

**APPROVED AS TO
FORM AND CONTENT.**

Dated: September 20, 2023

JUSTICE LAW CORPORATION

By: 

Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiff, Desiree Sanchez

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOKE &
STEWARD**

By: _____

Robert R. Roginson
Attorneys for Defendant, Horizon Health
& Sub-Acute, LLC

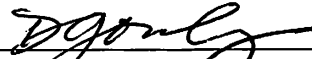
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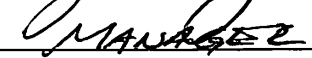
Dated: _____

DESIREE SANCHEZ

Dated: _____

HORIZON HEALTH & SUB-ACUTE, LLC

By: 

Its: 

**APPROVED AS TO
FORM AND CONTENT.**

Dated: _____

JUSTICE LAW CORPORATION

By: _____

Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiff, Desiree Sanchez

Dated: September 20, 2023

**OGLETREE, DEAKINS, NASH, SMOKE &
STEWART**

By: 

Robert R. Roginson
Attorneys for Defendant, Horizon Health
& Sub-Acute, LLC

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DESIREE SANCHEZ, individually, and on behalf of
other members of the general public similarly situated;

Plaintiff,

vs.

HORIZON HEALTH & SUB-ACUTE, LLC, a
California limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 30-2021-01226692-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

This Notice explains the settlement that has been reached in the case entitled *Desiree Sanchez v. Horizon Health & Sub-Acute, LLC* (Case No. 30-2021-01226692-CU-OE-CXC) (the “Action”).¹

You are receiving this Notice because the records of Defendant Horizon Health & Sub-Acute, LLC (“Defendant”) indicate that you are a former hourly-paid or non-exempt employee employed by Defendant within the State of California at any time between April 22, 2017 and March 31, 2023 (the “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.**

The Court presiding over the Action has ordered that this Notice be sent to you because Defendant’s records indicate that you were employed by Defendant as a Class Member. The purpose of this Notice is to inform you of the proposed Settlement of the Action. The Notice is intended to: (1) describe the Settlement, including how the settlement funds will be allocated and how the Settlement may affect you; and (2) advise you of your rights and options with respect to the Settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

Plaintiff Desiree Sanchez (“Plaintiff”), a former employee of Defendant, has provided to the California Labor and Workforce Development Agency (“LWDA”) written notice of labor claims against Defendant.

On October 18, 2021, Plaintiff filed a wage-and-hour Class Action Complaint against Defendant in the Superior Court of California, County of Orange, and, on February 21, 2023, Plaintiff filed in the Court an Amended Class Action Complaint (the “Amended Complaint”). By Plaintiff’s Amended Complaint, Plaintiff alleged the following violations by Defendant: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7)

¹ Except as otherwise defined herein, the definitions of the capitalized terms contained herein are as set forth in that [REDACTED] (“Motion”) filed on [REDACTED] by Plaintiff.

Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code sections 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”)); and (9) Business & Professions Code sections 17200, *et seq.*

After engaging in investigations, mediation and negotiations, Plaintiff and Defendant (collectively known as the “Parties”) reached a settlement of the claims asserted by Plaintiff by the Amended Complaint. The Parties’ Settlement is confirmed and set forth in that Joint Stipulation and Settlement Agreement (“Settlement Agreement”) which is attached as an exhibit to the Motion.

Defendant strongly denies violating the law in any way or failing to pay any wages, contends it complied with all applicable laws, and has entered into the Settlement solely for purposes of resolving this dispute. Defendant further denies that the Action is appropriate for class treatment for any purpose other than the Settlement. Nothing in this Notice or the Settlement itself, or any actions to carry out the terms of the Settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiff’s allegations against Defendant have any merit. The Parties have requested that the Court grant preliminary approval of the proposed Settlement and the Court has granted preliminary approval of the proposed Settlement. By granting preliminary approval of the proposed Settlement, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of these issues will be made at the Final Approval Hearing, scheduled for [REDACTED], at which time the Court will consider any objections to the Settlement and whether to grant final and binding approval of the Settlement.

As set forth in further detail in Section V below, to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter by Defendant paying a Gross Settlement Amount in the total amount of \$720,000. Class Members who do not exclude themselves from the Class Settlement are entitled to receive a portion of this amount. This Settlement is **not** an admission by Defendant of any liability.

III. DEFENDANT’S BUSINESS

Defendant asserts that it has been and is now experiencing financial difficulties and that the Nursing Facility that it operated was unprofitable. In order to address Defendant’s financial concerns, Defendant entered into agreements pursuant to which Defendant transitioned operational and financial responsibility for the Nursing Facility to a new operator of the Nursing Facility in accordance with the terms and conditions of such agreements. Accordingly, Defendant has ceased operating the Nursing Facility and has commenced liquidation of Defendant’s assets, consisting primarily of accounts receivable, in order to obtain funds for payment of its debts, including the Class Claims and PAGA Claims.

IV. WHO IS INCLUDED IN THIS CLASS ACTION?

Under the Settlement, “Class Members” are all hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between April 22, 2017 and March 31, 2023. A “non-exempt employee” means an employee who is entitled to payment of a minimum wage and an overtime wage if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

V. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following describes the payment terms of the Settlement, which will be applicable as and when the Court grants final approval of the Settlement and the “Effective Date” of the Settlement occurs (as defined in Section V(B) hereof).

A. Gross Settlement Amount. Defendant will pay \$720,000 to settle the claims of all Class Members no later than the tenth (10th) calendar day of the Effective Date.

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B. Effective Date. Under the Settlement, the “Effective Date” of the Settlement is the latest of: (1) thirty (30) calendar days after entry of the Court’s Final Approval Order if no objection to the Settlement is made; (2) thirty (30) calendar days after the running of the appeal period with respect to the Final Approval Order if an objection to the Settlement is made but no appeal of the Final Approval Order is filed; or (3) if an appeal of the Final Approval Order is filed, thirty (30) calendar days after the Final Approval Order has been affirmed by the highest court to which the Final Approval Order was appealed and the time to take any further appeal has expired, such that the Final Approval Order is no longer subject to appeal.

C. Settlement Administrator. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay the following out of the Gross Settlement Amount:

- (1) Class Counsel’s attorneys’ fees, in an amount up to one-third (1/3) of the Gross Settlement Amount;
- (2) Class Counsel’s attorneys’ costs as reimbursement for litigation costs and expenses incurred by it, in an amount up to \$25,000;
- (3) Settlement Administration Costs payable to the Settlement Administrator, in an amount up to \$15,500;
- (4) A Class Representative Enhancement Payment payable to Plaintiff, in an amount up to \$10,000; and
- (5) A PAGA Payment in the amount of \$50,000 to resolve claims under PAGA, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$12,500) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis, as detailed below.

D. Net Settlement Amount. The Attorneys’ Fees and Costs payable to Class Counsel, the Class Representative Enhancement Payment payable to Plaintiff, the PAGA Payments payable to the Eligible Aggrieved Employees and the LWDA and the Settlement Administration Costs payable to the Settlement Administrator, will be deducted from the Gross Settlement Agreement to calculate the net settlement amount (“Net Settlement Amount”) to be distributed to the participating Class Members. A Class Member will receive under the Settlement a maximum distribution equal to his or her “Individual Settlement Payment” on account of the Net Settlement Amount, plus any Individual PAGA Payment to which he or she may be entitled as an Eligible Aggrieved Employee.

VI. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked for Defendant during the Class Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will first calculate the number of Workweeks worked by each Class Member. Workweeks may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of transition between non-exempt and exempt status. The Settlement Administrator also will calculate the aggregate total Workweeks worked by all Class Members as hourly paid or non-exempt employees in California during the Class Period (April 22, 2017 to March 31, 2023).

To determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: the Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members, and then each Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Class Member’s total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the Settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined that the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$ [REDACTED] (less applicable withholdings).** The actual amount you may receive likely will be different and will depend on a number of factors. If you believe that you worked more Workweeks during the Class Period, you can submit a challenge by the deadline date, as discussed in Section XIV of this Notice.

VII. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by California Labor Code sections 2698, *et seq.* (Private Attorneys General Act of 2004), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is essentially acting as an agent of California’s labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Rather, the employee is acting as an agent of the State of California to obtain penalties for himself or herself and other aggrieved employees for Labor Code and IWC Wage Order violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. In this case, Class Members who opt out of the proposed Settlement will not be bound by the terms of any judgment issued by the Court in the class Action. Class Members who do not opt out will be bound by the terms of any judgment issued by the Court and will be precluded from bringing any claims that were or that could have been brought against the Defendant in the Action. Conversely, aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees retain the right to pursue their Class Claims if they timely opt out of the Class Settlement as further discussed in Section X of this Notice.

VIII. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

Under the Settlement, “Eligible Aggrieved Employees” are all hourly-paid or non-exempt employees employed by Defendant within the State of California at any time between August 15, 2021 and March 31, 2023 (the “PAGA Period”).

As stated above, twenty-five percent (25%) of the PAGA Payment (\$12,500) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which payments are referred to in the Settlement as the “Individual PAGA Payments.” An Eligible Aggrieved Employee’s Individual PAGA Payment will be based on the number of Workweeks that an Eligible Aggrieved Employee worked for Defendant during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Eligible Aggrieved Employee based on either: (1) weeks during which at least one day was worked by the employee; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of transition between non-exempt and exempt status. The Settlement Administrator also will calculate the aggregate total Workweeks worked by all Eligible Aggrieved Employee as hourly-paid or non-exempt employees in California during the PAGA Period.

To determine the Individual PAGA Payments, the Settlement Administrator will use the following formula: the twenty-five percent (25%) of the PAGA Payment (\$12,500) will be divided by the aggregate total number of Workweeks worked by all Eligible Aggrieved Employees during the PAGA Period, resulting in the Workweek Value for Eligible Aggrieved Employees, and each Eligible Aggrieved Employee’s Individual PAGA

Payment will then be calculated by multiplying each individual Eligible Aggrieved Employee's total number of Workweeks worked by the Workweek Value for Eligible Aggrieved Employees.

Eligible Aggrieved Employees will receive their Individual PAGA Payments even if they opt out of the class action provisions of the Settlement. In other words, Class Members and Eligible Aggrieved Employees cannot exclude themselves from or object to the PAGA provisions of the Settlement.

It has been determined that the number of Workweeks you worked for Defendant as an Eligible Aggrieved Employee during the PAGA Period is: [REDACTED]. Your estimated Individual PAGA Payment is: \$ [REDACTED]. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period. If you believe that you worked more Workweeks during the PAGA Period, you can submit a challenge by the deadline date, as discussed in Section XIV of this Notice.

IX. RELEASED CLAIMS

If the Court grants final approval of the Settlement and you do not opt out of the Class Settlement, then you will release Defendant from all claims arising from or reasonably relating to the claims or causes of action alleged by Plaintiff by the Amended Complaint, or which reasonably could have been alleged by Plaintiff based upon the facts, causes of action and legal theories stated by Plaintiff by the Amended Complaint. This includes all of the following claims for relief: (1) a failure to properly calculate and pay all regular wages, minimum wages, overtime wages, and sick leave due (Labor Code sections 246, 510, 1194, 1194.2, 1197, and 1198); (2) a failure to provide proper meal and rest periods and to properly provide premium pay in lieu thereof (Labor Code sections 226.7 and 512); (3) a failure to provide complete, accurate, or properly formatted wage statements and payroll records (Labor Code sections 226, 1174, and 1776); (4) a failure to reimburse necessary business expenditures (Labor Code sections 2800 and 2802); (5) a failure to timely pay wages during employment and after employment (Labor Code sections 201, 202 and 204); (6) engaging in unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Amended Complaint (Business & Professions Code sections 17200, *et seq.*); and (7) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said claims, causes of action or legal theories of relief (the "Class Released Claims"). The period of the Class Released Claims will extend to the limits of the Class Period (April 22, 2017 to March 31, 2023).

In addition, if the Court grants final approval of the Settlement, PAGA Claims will be released. The PAGA Claims released under the Settlement are all claims for statutory penalties that were alleged by the Amended Complaint or by the PAGA notice filed on October 21, 2022 with the LWDA or which reasonably could have been alleged in the Amended Complaint or such PAGA notice based upon the factual assertions and legal assertions made by the Amended Complaint or such PAGA notice. This includes claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable IWC Wage Orders. The period of the PAGA Claims released by the Settlement will extend to the limits of the PAGA Period (August 15, 2021 to March 31, 2023).

The "Released Parties" that will be released of claims under the Settlement include Defendant and its officers, directors, members, employees, agents and other insiders and affiliates of Defendant, as described in the Settlement Agreement.

X. WHAT ARE MY OPTIONS?

A. *No Opt Out: You may accept your share of the Net Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the Settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) calendar days from the date on which it is issued. After the one hundred eighty (180) calendar days expire, the check will become void and the funds from the uncashed checks will be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; or

B. *No Opt Out of/Exclusion from Class Action Settlement:* *You may exclude yourself from the Class Settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the class action provisions of the Settlement.* If you choose to be excluded from the class action provisions of the Settlement, by no later than **[ENTER DATE]** (within 60 calendar days after the initial mailing of this Notice Packet plus an additional 14 calendar days for Class Members whose Notice Packets are remailed), you must complete the “Request for Exclusion” form included in this Notice Packet and mail or email the Request for Exclusion form to the Settlement Administrator, Phoenix Class Action Administration Solutions, as follows: mailing address, Phoenix Class Action Administration Solutions, Att: Jodey, P.O. Box 7208, Orange, CA 92863; or by email, at jodey@phoenixclassaction.com. To be valid, your exclusion request must include the information contained within the “Request for Exclusion” form along with your signature. As stated above, Class Members and Eligible Aggrieved Employees cannot opt out of the PAGA provisions of the Settlement, meaning that they will still receive their Individual PAGA Payments even if they submit valid and timely Request for Exclusion forms; or

C. *Object to Class Settlement:* *You may object to the class action provisions of the Settlement.* The procedures for objecting to the class action provisions of the Settlement are included in the “Objection Form” included in this Notice Packet. As stated above, Class Members and Eligible Aggrieved Employees cannot object to the PAGA provisions of the Settlement. A more detailed explanation of the “Objection Form” and how to object to the class action provisions of the Settlement is provided below under Section XII of this Notice.

XI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. Settlement Check. The Settlement Administrator will calculate your share of the Settlement and will issue to you a check. Your portion of the Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment as a portion of the PAGA Payment (if you are also an Eligible Aggrieved Employee) will be paid out in a single payment.

B. Allocation of Individual Settlement Payout. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as interest and penalties. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

C. Allocation of Individual PAGA Payments. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee’s Individual PAGA Payment exceeds \$600.

D. Contact Information. While the Settlement Administrator will make its reasonable efforts to ensure that you receive your Individual Settlement Payment under the Net Settlement Amount and Individual PAGA Payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendant’s counsel regarding any changes to your contact information.

E. Change of Address. It is important for the Parties to have your current address to be able to send to you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in your not receiving your share of the settlement money.

XII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe that the Settlement is unfair, and you want to tell the Court and the proponents of the Settlement why you oppose it, you have a right to object to the Settlement and tell the Court the reasons why you do not agree with the Settlement. If you object to the Settlement, you have an opportunity to explain to the Court why you believe that the Settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the Settlement and to ask the Court to listen to your point of view.

To object, you must fill out the “Objection Form” included in this Notice Packet. Moreover, you must explain your reasoning under the “I object to the class action provisions of the Settlement for the following reasons” portion of the Objection Form. If you object to the Settlement, you will have the right to appear at the Final Approval Hearing, but you are not required to appear at the Final Approval Hearing to have your Objection considered. You must mail or email the Objection Form to the Settlement Administrator, Phoenix Class Action Administration Solutions. The address of the Settlement Administrator is: Phoenix Class Action Administration Solutions, Att: Jodey, P.O. Box 7208, Orange, CA 92863., The Settlement Administrator’s email address is jodey@phoenixclassaction.com. The Objection Form must be postmarked or emailed by [REDACTED] (within 60 calendar days after the initial mailing of this Notice Packet plus an additional 14 calendar days for Class Members whose Notice Packets are remailed). Even if you do not submit the Objection Form, you may still appear at the Final Approval Hearing and lodge your objection.

XIII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on [REDACTED] at [REDACTED], in Department CX-101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 91103 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice by mail to Class Members of any continuance of the Final Approval Hearing.

You are not required to attend the Final Approval Hearing. At the Final Approval Hearing, Class Counsel and the Defendant’s counsel will respond to any questions that the Court may have regarding the proposed Settlement and any Objection that may be asserted with respect to the proposed Settlement. You are welcome to attend the Final Approval Hearing at your own expense.

XIV. WORKWEEK CHALLENGES

The number of Workweeks that you worked during the Class Period and the number of Workweeks that you worked during the PAGA Period, as recorded in Defendant’s records, are stated, respectively, in Sections VI and VIII hereof. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or email. Section X of this Notice has the Settlement Administrator’s contact information.

You need to support any challenge by sending to the Settlement Administrator copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of participating Class Members) and Defendant’s counsel. While the Settlement Administrator may make the initial decision, the Court shall have the right to review any decision made by the Settlement Administrator regarding a claim dispute. You can’t appeal or otherwise challenge the final decision.

XV. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice does not contain all the terms of the Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the “Online Services” tab, then the “Case Access” subtab, and then the link for “Civil Case & Document Access.” Once at this screen, you must read the “Information Disclaimer” and click on “Accept Terms.” Next, you must input the case number 30-2021-01226692-CU-OE-CXC, the year the case was filed (2021), confirm that you are not a robot, and click “Search.” Next, click on the “Register of Actions” tab and scroll down to the document containing the full Settlement Agreement, titled [REDACTED] filed on [REDACTED]. Click on the blank box next to this document and then click on the “Cart” tab. Finally, click on “Checkout” to purchase the document.

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If you have any questions, you can call the Settlement Administrator at 949-566-1455 (Jodey) or email the Settlement Administration at Jodey@phoenixclassaction.com or the Parties' counsel (see below for phone numbers, email information, and mailing address). You can also access the Settlement Administrator's website [REDACTED] for more information. The website will contain the key documents for this matter, including the operative complaints, Settlement Agreement and any amendment thereto, Class Notice, Request for Exclusion, Objection Form, Order for Preliminary Approval, and Order and Judgment for Final Approval.

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

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ATTORNEYS REPRESENTING DEFENDANT

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robert.roginson@ogletree.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

OBJECTION FORM

Desiree Sanchez v. Horizon Health & Sub-Acute, LLC

Superior Court of California, County of Orange, Case No. 30-2021-01226692-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section IX of the accompanying notice.
OBJECT	If you so choose, you may object to the class action provisions of the Settlement.

TO OBJECT TO THE CLASS ACTION PROVISIONS OF THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND MAIL OR EMAIL THIS FORM ON OR BEFORE [RESPONSE DEADLINE] TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, ATTENTION: JODEY, P.O. BOX 7208, ORANGE, CA 92863, OR BY EMAIL TO JODEY@PHOENIXCLASSACTION.COM.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE CLASS
ACTION PORTION OF THE SETTLEMENT.**

I object to the class action provisions of the Settlement in *Desiree Sanchez v. Horizon Health & Sub-Acute, LLC*, Superior Court of California, County of Orange, Case No. 30-2021-01226692-CU-OE-CXC, for the following reasons:

(Attach additional pages if necessary.)

Signed on _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION

Desiree Sanchez v. Horizon Health & Sub-Acute, LLC

Superior Court of California, County of Orange, Case No. 30-2021-01226692-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the class portion of the Settlement.</u> You will not receive any share of the class portion of the Settlement and will not release the class released claims as described in Section IX of the accompanying notice.
OBJECT	If you so choose, you may object to the class action provisions of the Settlement.

TO EXCLUDE YOURSELF FROM THE CLASS ACTION PROVISIONS OF THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND MAIL OR EMAIL THIS FORM ON OR BEFORE [RESPONSE DEADLINE] TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, ATTENTION: JODEY AT P.O. BOX 7208, ORANGE, CA 92863, OR BY EMAIL TO JODEY@PHOENIXCLASSACTION.COM.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION PROVISIONS OF THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

I UNDERSTAND THAT, IF I SUBMIT THIS REQUEST FOR EXCLUSION, IT WILL RESULT ONLY IN MY EXCLUSION FROM THE CLASS ACTION PROVISIONS OF THE SETTLEMENT. IN OTHER WORDS, I WILL STILL BE BOUND TO THE PAGA PROVISIONS OF THE SETTLEMENT AND WILL STILL RECEIVE MY INDIVIDUAL PAGA PAYMENT, IF ELIGIBLE, EVEN IF I SUBMIT THIS REQUEST FOR EXCLUSION.

By signing and completing the below, I agree to the following:

I do not want to participate in the class action provisions of the Settlement in *Desiree Sanchez v. Horizon Health & Sub-Acute, LLC, Superior Court of California, County of Orange*, Case No. 30-2021-01226692-CU-OE-CXC. I understand that, by not participating and excluding myself from the class action provisions of the Settlement, I will not receive an Individual Settlement Payment. I also understand that, even if I submit this form, I will still be bound by the PAGA provisions of the Settlement and receive my Individual PAGA Payment, if eligible.

Signed on _____

Signature: _____

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is bitty@justicelawcorp.com

On September 20, 2023, I served the foregoing document described as

AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Sanchez v. Horizon Health & Sub-Acute, LLC**
LWDA/Court Case No.: **LWDA-CM-915245-22**
30-2021-01226692-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

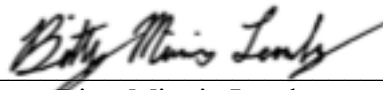
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on September 20, 2023, at Pasadena, California.


Bitty Minnis-Lemley