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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MADERA

TODD BLAGG, in a representative capacity,

Plaintiff,

vs.

FRESNO SURGERY CENTER, L.P.,
a California limited partnership, and DOES 1
through 10, inclusive,

Defendants

Case No. MCV088879

Assigned For All Purposes To:
Judge Michael J. Jurkovich, Dept. 44

**STIPULATION AND AGREEMENT
FOR PAGA SETTLEMENT**

Complaint Filed: March 6, 2023
First Am. Complaint Filed: Jan. 6, 2025
Trial Date: None Set

RECITALS

A. This Stipulation And Agreement For PAGA Settlement (the “Settlement Agreement”) is made for the sole purpose of attempting to consummate settlement in this case on a group-wide basis and is made in compromise of disputed claims. Because this is a settlement of claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.8 (“PAGA”), this Settlement Agreement must receive approval by the Court.

B. On December 29, 2022, Plaintiff Todd Blagg (“Plaintiff”) submitted a notice (“PAGA Notice”) to the Labor & Workforce Development Agency (“LWDA”) under PAGA regarding alleged wage-and-hour violations purportedly committed by Fresno Surgery Center, L.P., dba Fresno Surgical Hospital (“Defendant”).

C. On March 6, 2023, Plaintiff filed a wage-and-hour complaint under PAGA against Defendant in Madera County Superior Court, assigned Madera County Superior Court Case No. MCV088879 (the “Action”).

D. The Plaintiff and Defendant are collectively referred to herein as the “Parties” and individually as a “Party.”

E. On September 12, 2024, the Parties participated in mediation with the Honorable Amy Hogue (Ret.), which was successful, and which ultimately resulted in settlement (“Resolution”).

F. On October 30, 2024, consistent with the Resolution, Plaintiff submitted an Amendment To PAGA Notice to the LWDA, which included additional theories of liability related to asserted Labor Code violations.

G. On January 6, 2025, Plaintiff filed a first amended complaint in the Action, which is the operative pleading.

H. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not approve this Settlement Agreement, the Settlement will be deemed null and void *ab initio*, and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

I. Defendant denies all of Plaintiff’s claims as to liability and penalties and does

1 not waive, but rather expressly reserves, all rights to challenge all such claims and
2 allegations upon all legal, procedural and factual grounds should this Settlement Agreement
3 not receive Court approval. The signing by Defendant of this Settlement Agreement will
4 not be deemed to be an admission of any wrongdoing or unlawful action by Defendant.

5 The Parties stipulate and agree to the following terms of this Settlement Agreement
6 with the intent that this Settlement Agreement fully and finally dispose of the Action:

7 **DEFINITION OF SETTLEMENT TERMS**

8 **1. Definitions.**

9 **A. “Action”** means the lawsuit on file herein, *Blagg v. Fresno Surgery Center,*
10 *L.P, et al.*, assigned Madera County Superior Court Case No. MCV088879.

11 **B. “Agreement,” “Settlement Agreement,”** and **“Settlement”** means this
12 Stipulation And Agreement For PAGA Settlement, which the Parties acknowledge sets forth
13 all material terms and conditions of the settlement between them, and which is subject to
14 Court approval.

15 **C. “Complaint”** means the First Amended Complaint filed on January 6, 2025
16 in this Action. The term Complaint includes Plaintiff’s initial PAGA Notice to the LWDA,
17 and Plaintiff’s Amendment To PAGA Notice to the LWDA, both of which are attached to
18 the Complaint as exhibits.

19 **D. “Court”** means the Madera County Superior Court.

20 **E. “Defendant”** means Fresno Surgery Center, L.P., a California limited
21 partnership which does business as Fresno Surgical Hospital.

22 **F. “Distribution List”** means the list of names, last known residential addresses,
23 employee ID numbers, and social security numbers of PAGA Group Members for whom
24 Defendant possesses such information. The Distribution List will also contain the start and
25 end dates of employment for each PAGA Group Member during the PAGA Period, and
26 indicate whether the PAGA Group Member was separated during the PAGA Period, in order
27 for the Settlement Administrator to calculate the accurate number of pay periods to be
28 credited to each PAGA Group Member.

1 **G. “Effective Date”** means the date by when the Court files its signed Order
2 Approving The PAGA Settlement.

3 **H. “Gross Settlement Amount” or “Common Fund”** means the amount of Four
4 Hundred and Five Thousand Dollars and Zero Cents (\$405,000.00). The Gross Settlement
5 Amount is an all-inclusive amount, including any Settlement Administrator Costs as
6 approved by the Court, attorney’s fees and costs to Plaintiff’s Counsel as awarded by the
7 Court, the Service Payment to Plaintiff, and the PAGA Payment as approved by the Court.
8 This Settlement is a cash settlement. This Settlement is not a claims-made settlement. No
9 portion of the Gross Settlement Amount will be retained by, or revert to, Defendant. The
10 Gross Settlement Amount is subject to increase as set forth in Section 14 of this Settlement.

11 **I. “Individual Payment(s)” or “Individual Settlement Payment(s)”** means the
12 amount to be paid to each PAGA Group Member under this Settlement.

13 **J. “LWDA Payment”** means the amount to be paid to the Labor & Workforce
14 Development Agency (“LWDA”) under this Settlement.

15 **K. “Motion For Approval”** means either (i) a motion filed by Plaintiff’s Counsel
16 seeking approval of this Settlement, or (ii) a joint stipulation of the Parties to the same effect.

17 **L. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
18 that is allocated for the PAGA Payment. The Net Settlement Amount shall be the Gross
19 Settlement Amount less (i) the Settlement Administrator Costs as approved by the Court,
20 (ii) the attorney’s fees and costs to Plaintiff’s Counsel, as awarded by the Court, and (iii) the
21 Service Payment to Plaintiff. Pursuant to the provisions of PAGA, seventy-five percent
22 (75%) of the Net Settlement Amount will be distributed to the LWDA, and twenty-five
23 percent (25%) will be shared by the PAGA Group Members pursuant to Section 5 of this
24 Agreement.

25 **M. “Notice Of PAGA Settlement” or “Notice Of Settlement”** means a notice
26 entitled “Notice Of PAGA Settlement,” in the form substantially similar to that attached
27 hereto as Exhibit A.

28

1 **N. “Order Approving The PAGA Settlement”** or **“Order”** means an order in
2 the form substantially similar to that attached hereto as Exhibit B.

3 **O. “PAGA Group”** or **“PAGA Group Members”** means any individual who is
4 or previously was employed by Fresno Surgical Hospital in California as a non-exempt
5 employee at any time during the PAGA Period.

6 **P. “PAGA Payment”** means the portion of the Gross Settlement Amount which
7 will be paid pursuant to the provisions of PAGA. The PAGA Payment shall equal the Net
8 Settlement Amount.

9 **Q. “PAGA Period”** means the period of time from December 29, 2021, to
10 December 23, 2024.

11 **R. “Plaintiff”** means the named plaintiff, Todd Blagg. Plaintiff is a PAGA Group
12 Member under this Settlement.

13 **S. “Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer PC.

14 **T. “Released Claims”** means all known and unknown claims for civil penalties
15 under the Private Attorneys General Act of 2004 (“PAGA”), and any associated costs and
16 attorney’s fees under PAGA, which are alleged in the Complaint, or which could have been
17 asserted based on the facts alleged in the Complaint, including PAGA civil penalty claims
18 for unpaid wages, unpaid overtime, unpaid double-time, incorrect calculation of the regular
19 rate, underpaid sick leave, off-the-clock work, reporting time pay, unreimbursed expenses,
20 failure to provide legally-compliant meal periods, failure to pay or properly compute meal
21 period premiums, failure to provide legally-compliant rest periods, failure to pay or properly
22 compute rest period premiums, failure to pay all wages owed during employment, failure to
23 pay all wages owed upon separation from employment, failure to maintain accurate records,
24 failure to provide accurate wage statements, violation of the California Labor Code
25 (including §§ 201, 202, 203, 204, 208, 226, 226.3, 226.7, 233, 246.5, 248.6, 256, 510, 512,
26 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802), and PAGA civil penalty claims for
27 violation of all similar provisions of the California Industrial Welfare Commission Wage
28 Orders, which the PAGA Group and/or any PAGA Group Member has ever had, or hereafter

may claim to have, for the PAGA Period.

U. “Released Parties” means Fresno Surgery Center, L.P., dba Fresno Surgical Hospital, and each of its former and present parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, or partners.

V. **“Service Award Payment”** or **“Service Award”** means the portion of the Gross Settlement Amount awarded by the Court and paid to the Plaintiff for his service as a PAGA representative and in consideration for his general release and waiver of known and unknown claims.

W. “Settlement Administrator” means Atticus Administration, LLC.

X. **“Settlement Administrator Costs”** means the costs of the Settlement Administrator to administer this Settlement, currently estimated at \$5,900.

SETTLEMENT AMOUNT

2. Settlement Chart.

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

<u>Settlement Fund Allocation</u>	
Gross Settlement Amount	\$405,000
Attorney's Fees And Costs (As Awarded by the Court)	\$141,750 (Attorney's Fees) \$15,000 (Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$5,900
Service Award Payment to Plaintiff (As Awarded by the Court)	\$10,000
PAGA Payment (Net Settlement Amount)	\$232,350 (75% to the LWDA) (25% to the PAGA Group)

1 **3. Resolution Of The Action.**

2 Subject to the terms and conditions set forth in this Agreement and approval of the
3 Court, this Settlement shall resolve, settle, and compromise the Released Claims. Upon the
4 occurrence of the Effective Date, and after all conditions precedent have occurred as set
5 forth in this Agreement, the Settlement Administrator will cause to be made all
6 disbursements required by this Settlement Agreement in accordance with its terms.

7 **4. The Gross Settlement Amount.**

8 On a non-reversionary basis, Defendant has agreed to pay Four Hundred and Five
9 Thousand Dollars and Zero Cents (\$405,000.00) as the Gross Settlement Amount. In no
10 event shall any part of the Gross Settlement Amount revert to Defendant. The Gross
11 Settlement Amount is subject to increase pursuant to Section 14 of this Agreement.

12 **5. Net Settlement Amount.**

13 A. The Net Settlement Amount will be approximately Two Hundred and Thirty
14 Two Thousand Three Hundred And Fifty Dollars (\$232,350).

15 B. Pursuant to the provisions of PAGA, seventy-five percent (75%) of the Net
16 Settlement Amount will be distributed to the LWDA (yielding the LWDA Payment) and
17 twenty-five percent (25%) of the Net Settlement Amount will be shared by the PAGA Group
18 Members (yielding the Individual Settlement Payments).

19 C. Subject to the conditions of this Agreement, each PAGA Group Member shall
20 be entitled to an Individual Settlement Payment. Individual Settlement Payments shall not
21 count as earnings or compensation with respect to any benefit plans (*e.g.*, 401(k) plan,
22 retirement plan, etc.) available to Defendant's employees.

23 D. Individual Settlement Payments will be paid to each PAGA Group Member
24 *pro rata* based on the number of pay periods credited to the PAGA Group Member during
25 the PAGA Period in relation to the pay periods credited to the entirety of the PAGA Group
26 during the PAGA Period.

27 E. Example: If PAGA Group Member A is credited with 60 pay periods, and all
28 PAGA Group Members are credited with a combined total of 30,000 pay periods, then

1 PAGA Group Member A's Individual Settlement Payment would be calculated as follows:

- 2 i. 60 pay periods for PAGA Group Member A ÷ 30,000 pay periods
3 worked for all PAGA Group Members = 0.2%.
- 4 ii. The amount available for distribution as Individual Settlement
5 Payments to PAGA Group Members is \$ \$58,087.50 (25% of the Net
6 Common Fund).
- 7 iii. PAGA Group Member A is entitled to a gross Individual Settlement
8 Payment that is 0.2% of the \$58,087.50, which equals \$116.18 (.002 x
9 \$58,587.50).

10 F. For purposes of calculating Individual Settlement Payments, each PAGA
11 Group Member will be credited with the total pay periods worked by the individual PAGA
12 Group Member for Defendant as a non-exempt employee during the PAGA Period.
13 Defendant's records shall be presumed correct for determining the number of pay periods
14 worked for each PAGA Group Member during the PAGA Period.

15 G. Defendant maintained bi-weekly pay periods during the PAGA Period. Each
16 PAGA Group Member's "pay periods" under this Settlement will be calculated from the
17 Distribution List by taking the number of bi-weekly pay periods they were employed by
18 Defendant as a non-exempt employee during the PAGA Period.

19 H. Any PAGA Group Member whose employment was terminated voluntarily or
20 involuntarily at any time during the PAGA Period shall be credited with one (1) additional
21 pay period as consideration for the release of the PAGA penalties related to Labor Code
22 sections 201, 202, and 203 which pertain to separations from employment.

23 I. The Settlement Administrator will issue to each PAGA Group Member a Form
24 1099 for the entirety of their Individual Settlement Payment. No portion of the Individual
25 Settlement Payments will be allocated to W-2 wages.

26 J. Individual Settlement Payment checks will be void after 180 days from the
27 date of issuance. This Settlement is a non-reversionary cash settlement. Thus, any
28 unclaimed/uncashed Individual Settlement Payment checks will not revert back to

1 Defendant, but instead will escheat to the State of California, Unclaimed Property Division,
2 in the name of the corresponding PAGA Group Member.

3 **6. Named Plaintiff Service Award Payment.**

4 A. Through the Motion For Approval, Plaintiff's Counsel will request an award
5 or enhancement, referred to as a Service Award Payment, for the Plaintiff in the amount of
6 \$10,000. The Service Award Payment is to compensate Plaintiff for his service and risk in
7 connection with being the named Plaintiff and for his general release of all claims against
8 Defendant.

9 B. Any Service Award Payment awarded by the Court will not be treated as
10 wages. Plaintiff will receive an individual Form 1099 relating to such payment. The Service
11 Award Payment will not count as earnings or compensation for purposes of any benefit
12 plans (e.g., 401(k) plan, retirement plan, etc.) sponsored by Defendant.

13 C. Defendant and their counsel will not object to a request for approval of such
14 Service Award Payment, provided the requested Service Award Payment does not exceed
15 \$10,000. Any portion of the Service Award Payment not approved by the Court will be
16 included in the Net Settlement Amount.

17 D. The Service Award Payment is in addition to the Individual Settlement
18 Payment allocated to Plaintiff under this Settlement. Plaintiff agrees that he will not object
19 to the Settlement.

20 E. By operation of the Order Approving The PAGA Settlement, Plaintiff will be
21 deemed to have generally released all claims against the Released Parties, including any and
22 all obligations, debts, claims, liabilities, demands, and causes of action of every kind, nature
23 and description whatsoever, known or unknown, suspected or claimed, which he ever had,
24 now has, or may hereafter acquire, from the beginning of time until the end of the PAGA
25 Period. This general release includes a Civil Code § 1542 waiver. This general release does
26 not, however, apply to claims for workers' compensation benefits, unemployment insurance
27 benefits, or any other claim or right that, as a matter of law, cannot be waived or released
28 herein.

1 **7. Plaintiff's Counsel's Attorney's Fees And Costs.**

2 A. Through the Motion For Approval, Plaintiff's Counsel will request an award
3 of thirty-five percent (35%) of the Gross Settlement Amount, totaling One Hundred And
4 Forty One Thousand Seven Hundred And Fifty Dollars And Zero Cents (\$141,750.00), for
5 attorney's fees, and an amount not to exceed Fifteen Thousand Dollars And Zero Cents
6 (\$15,000.00) for costs. If the Gross Settlement Amount is increased pursuant to Section 14
7 of this Agreement, Plaintiff's Counsel will request an award of attorney's fees of thirty-five
8 percent (35%) of the total Gross Settlement Amount as so increased.

9 B. Defendant and its counsel will not object to Plaintiff's Counsel's request for
10 an award of attorney's fees and costs, provided the requested amounts do not exceed those
11 stated above. Any attorney's fees/costs amount not approved by the Court will be included
12 in the Net Settlement Amount.

13 **8. Costs Of Settlement Administration.**

14 The Settlement Administrator Costs are estimated at \$5,900 and will be paid from the
15 Gross Settlement Amount. The Net Settlement Amount payable to the LWDA and PAGA
16 Group Members will increase or decrease by any amounts less or more than \$5,900 should
17 the actual awarded Settlement Administrator Costs total less or more than \$5,900.

18 **9. Payment To The LWDA.**

19 The LWDA will be paid 75% of the Net Settlement Amount pursuant to the
20 provisions of PAGA.

21 **RELEASE BY PAGA GROUP MEMBERS**

22 **10. Terms Of Release.**

23 In exchange for the consideration recited in this Settlement Agreement, and by
24 operation of the Order Approving The PAGA Settlement, Plaintiff, all PAGA Group
25 Members, and the LWDA, will and hereby do forever release, waive, acquit and discharge
26 the Released Parties from the Released Claims.

1 **11. Parties' Contentions.**

2 **Defendant's Denial of Liability.**

3 Defendant denies the allegations in the Actions and denies any and all liability,
4 including any liability for the alleged violations. Defendant contends that, during the PAGA
5 Period, it has continually made good faith efforts to comply with applicable California and
6 federal law with respect to the wage and hour-related claims asserted in the Actions. Among
7 other things, Defendant contends that it required its hourly employees to accurately report
8 all hours worked in its timekeeping system to ensure they were paid fully for all wages,
9 including minimum, overtime and double-time wages, and provided employees with an
10 opportunity to report any off-the-clock work or otherwise adjust their time records to ensure
11 their time records were accurate. Defendant contends that it kept complete payroll records
12 and timely paid wages to hourly employees based on the actual hours reported by them in
13 its timekeeping system during and upon termination of employment. Defendant believes that
14 it provided its hourly employees with a reasonable opportunity to take compliant meal
15 periods and authorized and permitted them to take compliant rest periods. In addition,
16 Defendant contends that it provided hourly employees with an opportunity to report any
17 involuntary non-compliant meal or rest periods and paid premium pay to employees for any
18 reported or known involuntary non-compliant meal or rest periods.

19 Defendant has asserted and continues to assert that the claims alleged by Plaintiffs
20 have no merit and do not give rise to any liability, damages, restitution, penalties or other
21 payments. This Settlement is a compromise of disputed claims. Nothing contained in this
22 Settlement, no documents referred to herein, and no action taken to carry out this Settlement,
23 shall be construed or used as an admission by or against Defendant as to the merits or lack
24 thereof of the claims asserted in the Actions. Defendant contends that it has complied with
25 all applicable state, federal and local laws. In the event this Settlement is not approved by
26 the Court, Defendant retains all rights it has to defend itself in this matter and to take any
27 actions in defense of itself that are available to it.

1 Defendant recognizes the defense of this PAGA litigation would be prolonged and
2 expensive, requiring substantial amounts of time, energy, and resources devoted to the
3 defense of the litigation, especially if the findings are appealed. By reaching a settlement,
4 Defendant is able to resolve the case and take funds that would otherwise go to litigation
5 and reinvest them in patient care and its employees.

6 **Plaintiff's Position.**

7 In entering into this Agreement, Plaintiff believes he has filed a meritorious action.

8 **12. Settlement Is Fair, Reasonable, And Adequate.**

9 Plaintiff and his counsel are of the opinion that the terms set forth in this Agreement
10 are fair, reasonable, and adequate in light of all known facts and circumstances, including
11 the risk of significant delay, defenses asserted by Defendant, and numerous potential
12 appellate issues. Defendant and its counsel also agree that this Agreement is fair, reasonable,
13 and adequate under the circumstances.

14 **SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

15 **13. Request For Approval.**

16 The Parties will cooperate in requesting approval of this Settlement Agreement by
17 the Court, including a determination by the Court that this Settlement is fair, reasonable, and
18 adequate, and obtaining Court approval of the proposed Notice Of Settlement (Exhibit A),
19 the proposed Order (Exhibit B), and any other documents necessary to implement this
20 Settlement. Plaintiff shall file a Motion For Approval of this Settlement in Court.

21 **14. Verification Of Pay Periods And Total Number Of PAGA Group Members.**

22 A. Within twenty-one (21) calendar days of full execution of this Agreement,
23 Defendant will provide the Distribution List to the Settlement Administrator.

24 B. The Distribution List, and any other data provided by Defendant to the
25 Settlement Administrator, shall be treated as confidential and shall not be used by the
26 Settlement Administrator for any purpose other than as permitted by this Agreement.
27 Further, the Settlement Administrator shall use commercially reasonable efforts to secure
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1 the data provided by Defendant at all times so as to avoid inadvertent or unauthorized
2 disclosure or use of such data other than as permitted by this Agreement.

3 C. Defendant has represented that, from the beginning of the PAGA Period
4 through September 12, 2024, the PAGA Group Members worked approximately 24,423 pay
5 periods. If the actual number of pay periods worked by the PAGA Group Members during
6 the entirety of the PAGA Period (i.e. through December 23, 2024) exceeds 24,423 by more
7 than 10% (and thus is greater than 26,865 pay periods), the Gross Settlement Amount will
8 be increased proportionally by the pay periods in excess of 10%. For example, if the actual
9 pay periods worked by the PAGA Group Members during the PAGA Period exceed 24,423
10 by 12%, the Gross Settlement Amount will be increased by 2%.

11 D. At Defendant's election, if the Gross Settlement Amount would be increased
12 by operation of Section 14.C above, Defendant may agree to shorten the PAGA Period to
13 the date on which the pay periods worked by the PAGA Group Members during the PAGA
14 Period does not exceed 26,865 pay periods ("Election"). In that event, the Parties shall enter
15 into an addendum or an amendment to this Agreement to shorten the PAGA Period
16 accordingly, and there will be no increase to the Gross Settlement Amount.

17 E. The number of pay periods credited to the PAGA Group Members during the
18 PAGA Period shall be determined by the Settlement Administrator within seven (7) days
19 after receiving the Distribution List, and said calculation of pay periods will be deemed
20 determinative. The Settlement Administrator will report its pay period calculations via email
21 to counsel for the Parties within seven (7) days of receiving the Distribution List ("Pay
22 Period Report"). The Pay Period Report shall also specify the total number of PAGA Group
23 Members.

24 F. To make a valid Election under Section 14.D above, Defendant or Defendant's
25 counsel must send written notification to Plaintiff's Counsel via email at
26 jmscheppach@sbpc.law no later than fourteen (14) calendar days after the Pay Period Report
27 is transmitted by the Settlement Administrator to counsel for the Parties. That written
28 notification must clearly indicate that Defendant is exercising its option to shorten the PAGA

1 Period under Section 14.D. of this Agreement. An untimely Election will be considered null
2 and void, in which case Section 14.C. will be controlling.

3 G. For purposes of this Section 14, the extra pay period credit provided to
4 separated PAGA Group Members under this Agreement shall not be considered. The extra
5 pay period credit provided to separated PAGA Group Members under this Agreement shall
6 be disregarded by the Settlement Administrator when preparing the Pay Period Report.

7 **15. Preparation For Issuance Of Settlement Payments.**

8 A. Within seven (7) calendar days after the Court files its signed Order
9 Approving The PAGA Settlement, the Settlement Administrator will update all the
10 addresses of the PAGA Group Members in the Distribution List using the National Change
11 of Address System (NCOA).

12 B. Within twenty-one (21) calendar days after the Court files its signed Order
13 Approving The PAGA Settlement, the Settlement Administrator will calculate the
14 Individual Settlement Amounts for each PAGA Group Member in accordance with this
15 Settlement.

16 C. Because this is a PAGA-only settlement, there will not be an opt-out period or
17 opportunity. (*Robinson v. Southern Counties Oil Company* (2020) 53 Cal.App.5th 476, 482.)

18 **16. Settlement Funding, Settlement Payments, And Notice Of The Settlement.**

19 A. Within thirty (30) calendar days of the Effective Date, Defendant will pay to
20 the Settlement Administrator the Common Fund (the "Funding Date"). Five (5) business
21 days after the Funding Date will be known as the "Payment Date."

22 B. On the Payment Date, the Settlement Administrator will prepare and mail
23 settlement checks to each PAGA Group Member in the amount of their Individual
24 Settlement Payment. Each mailing will be accompanied by the Notice of Settlement. The
25 envelope in which the Notice of Settlement is mailed will clearly indicate that it concerns a
26 representative action and the recipient could be entitled to a cash payment.

27 C. The settlement checks to PAGA Group Members will indicate on their face
28 that they are void if not negotiated within one hundred and eighty (180) days of their

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

15 D. The Settlement Administrator shall ensure that the Notice of Settlement and
16 any other communications to the PAGA Group Members shall not include the PAGA Group
17 Members' social security number, except for the last four digits.

18 E. Any uncashed settlement checks will escheat to the State of California,
19 unclaimed property division, in the name of the corresponding PAGA Group Member who
20 did not endorse his/her settlement check.

21 F. After the check-cashing period, the Settlement Administrator shall notify
22 Plaintiff's Counsel and Defendant's counsel of the number of uncashed settlement checks,
23 and the monetary amount of the same. The Settlement Administrator shall also provide a
24 declaration which includes this information and which otherwise confirms the successful
25 mailing of the settlement checks and Notice of Settlement to the PAGA Group Members.

26 G. On the Payment Date, the Settlement Administrator will pay from the Gross
27 Settlement Amount to Plaintiff's Counsel its Court-approved attorney's fees and costs. Such
28 payment may be made by check, wire transfer, or ACH transfer, and is conditioned upon

1 Plaintiff's Counsel providing a completed Form W-9 to the Settlement Administrator.

2 H. On the Payment Date, the Settlement Administrator will pay from the Gross
3 Settlement Amount the Service Award Payment to Plaintiff by sending a check to Plaintiff.

4 I. On the Payment Date, the Settlement Administrator will pay from the Gross
5 Settlement Amount the LWDA's portion of the Net Settlement Amount by sending the
6 LWDA a check for its portion.

7 J. On the Payment Date, the Settlement Administrator will pay itself from the
8 Gross Settlement Amount its court-approved Settlement Administration Costs.

9 **17. Deadlines.**

10 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State Court
11 holiday, the deadline will be automatically extended to the next regular business day. Unless
12 otherwise specified herein, all references to "days" shall mean calendar days. A "business
13 day" in this Settlement means any day of the week from and including Monday through
14 Friday but does not include weekends, federal holidays, or state-court holidays.

15 **CONTINUING JURISDICTION OF THE COURT**

16 **18. Continuing Jurisdiction.**

17 After the Order Approving The PAGA Settlement and notwithstanding it, and
18 pursuant to California Code of Civil Procedure § 664.6, the Court will have and retain
19 continuing jurisdiction over the Action and over all PAGA Group Members to the fullest
20 extent necessary or convenient to enforce and effectuate the terms and intent of this
21 Settlement Agreement and all matters provided for in it, and to interpret it.

22 **MUTUAL COOPERATION**

23 **19. Cooperation Obligations.**

24 The Parties will fully cooperate with each other to accomplish the terms of this
25 Settlement Agreement, including, but not limited to, providing additional evidence,
26 executing additional documents, and/or taking such other action as may be reasonably
27 necessary or convenient to implement it.

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

21. Nullification.

If despite diligent efforts: (1) the Court refuses to enter an Order Approving The PAGA Settlement or (2) the Court's Order Approving The PAGA Settlement is reversed and the Court thereafter refuses to enter an Order Approving The PAGA Settlement, then: (a) this Settlement Agreement will be considered null and void; (b) neither this Settlement Agreement nor any of the related negotiations or proceedings will be of any force or effect; and (c) Defendant and Plaintiff's Counsel shall each be responsible for half of any Settlement Administrator Costs incurred.

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

In the event of a timely appeal from the Order Approving The PAGA Settlement, the Order will be stayed and the Individual Settlement Payments and any other payments required hereunder by Defendant will not be paid pending the completion and final resolution of the appeal, and any payment thereafter will: (1) occur only if the Order is upheld after all appeals; and (2) be in a manner that is provided for in this Settlement Agreement and in the Order Approving The PAGA Settlement.

GENERAL PROVISIONS

24. Entire Agreement.

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

25. Authorization To Act.

Plaintiff's Counsel warrants and represents that he is authorized by Plaintiff, and counsel of record for Defendant warrant that they are authorized by Defendant, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement.

26. Modification Only In Writing.

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest. However, Plaintiff's Counsel and Defendant's counsel may agree to, and are hereby authorized to, amend or modify the contents of the Notice of Settlement (Exhibit A) and Order (Exhibit B), to conform to any edits requested or recommended by the Court without further signatures of the Parties.

27. Binding On Successors.

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present, and future predecessors, successors, shareholders, officers, directors, agents, members, trustees, representatives, administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated entities.

28. Governing Law.

All terms of this Settlement Agreement will be governed by and interpreted according

1 to the laws of the State of California, without giving effect to conflicts of laws principles.

2 **29. Counterparts.**

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

8 **30. Headings For Convenience Only.**

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

12 **31. Construction Of This Agreement.**

13 The Parties hereto agree that the terms and conditions of this Settlement Agreement
14 are the result of arms-length negotiations between the Parties and that this Settlement
15 Agreement will not be construed in favor of or against any Party by reason of the extent to
16 which any Party, or his or its counsel, participated in the drafting of this Agreement. Except
17 as expressly provided herein, this Settlement Agreement has not been executed in reliance
18 upon any other oral or written representations or terms and no such extrinsic oral or written
19 representations or terms will modify, vary or contradict the terms of this Settlement
20 Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize
21 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a),
22 which provide that a written agreement is to be construed according to its terms and may not
23 be varied or contradicted by extrinsic evidence. Plaintiff and Defendant participated in the
24 negotiation and drafting of this Settlement Agreement and had available to them the advice
25 and assistance of independent counsel. As such, neither Plaintiff, nor any PAGA Group
26 Member, nor Defendant may claim that any ambiguity in this Settlement Agreement should
27 be construed against the other.

28

1 **32. Corporate Signatories.**

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

6 **33. Representation By Counsel.**

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

10 **34. Attorney's Fees And Costs.**

11 Except as otherwise provided herein, the Parties hereto will bear responsibility for
12 their own attorney's fees and costs, taxable or otherwise, incurred by them or arising out of
13 this Action and will not seek reimbursement thereof from any Party to this Settlement
14 Agreement. Plaintiff and his counsel covenant not to pursue claims for attorney's fees and
15 costs for dollar amounts above those stated or provided for in this Agreement.

16 **35. Miscellaneous.**

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

22 B. Neither Plaintiff nor Plaintiff's Counsel may disclose this Settlement or the
23 Parties' Settlement terms to any outside third party (except to the Settlement Administrator)
24 in any manner until the date of the filing of the Motion For Approval. Until that time, and
25 thereafter, Plaintiff's Counsel shall not report the Parties' resolution of this Action to any
26 media outlet, and shall not post the Parties' resolution on any law firm website, marketing
27 website, or social media outlet.

28 C. Defendant agrees not to seek removal of this Action to federal court.

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Dated: 04/30/2025

Todd Blagg

Dated: _____

FRESNO SURGERY CENTER, L.P.,
dba FRESNO SURGICAL HOSPITAL

By: _____

Its: _____

11

Dated: 7/30/2023

SCHEPPACH BAUER PC

By: [Signature]

JOHN M. SCHEPPACH
Counsel for Plaintiff

TODD-BLAGG, on behalf of himself and all other aggrieved employees

Dated: _____

**PROCOPIO, CORY, HARGREAVES &
SAVITCH, LLP**

By: _____

MARIE BURKE KENNY

ASHLEY FASANO FAWCETT

Counsel for Defendant

FRESNO SURGERY CENTER, L.P., dba
FRESNO SURGICAL HOSPITAL

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Dated: _____
Todd Blagg

FRESNO SURGERY CENTER, L.P.,
dba FRESNO SURGICAL HOSPITAL

Its: Vice President

Dated: _____

By: _____
JOHN M. SCHEPPACH
Counsel for Plaintiff
TODD BLAGG, on behalf of himself
and other aggrieved employees

**PROCOPIO, CORY, HARGREAVES &
SAVITCH, LLP**

By: Ashley Fasano Fawcett
MARIE BURKE KENNY
ASHLEY FASANO FAWCETT
Counsel for Defendant
FRESNO SURGERY CENTER, L.P.
FRESNO SURGICAL HOSPITAL

EXHIBIT A

NOTICE OF PAGA SETTLEMENT
Blagg v. Fresno Surgery Center, L.P.
Madera County Superior Court, Case No. MCV088879

You are not being sued. This Notice affects your rights. Please read it carefully.

[Settlement Administrator Name]
[Address]
[Telephone Number]

You are receiving this Notice because you are entitled to money as a result of a court-approved settlement (the “Settlement”) in the above-referenced lawsuit (the “Action”).

What Is This Lawsuit About?

In the Action, Plaintiff Todd Blagg asserts claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) against Defendant Fresno Surgery Center, L.P., dba Fresno Surgical Hospital (“FSH”), on behalf of himself and other current and formerly hourly non-exempt employees of FSH during the period of December 29, 2021 to December 23, 2024 (the “PAGA Period”). The first amended complaint in the Action (“Complaint”) seeks civil penalties for alleged wage-and-hour violations under the California Labor Code that occurred during the PAGA Period.

FSH denies any liability or wrongdoing of any kind with respect to each and every allegation asserted by Plaintiff in the Action. FSH contends that it diligently complied with all applicable wage and hour laws during the relevant time period. Among other things, FSH contends that it required its hourly employees to accurately report all hours worked and paid hourly employees premium pay for any overtime/doubletime and provided meal and rest periods to all hourly employees in accordance with California law. FSH also contends that it reimbursed employees for any necessary business expenses. Importantly, the Court never made any determination as to the merits of the claims asserted by Plaintiff.

To avoid further time and expense in litigation, FSH and Plaintiff have agreed to settle the case. The Settlement resolves and releases all PAGA claims that were asserted and could have been asserted in the Complaint and covers all non-exempt employees who worked in California for FSH at any time during the PAGA Period (“PAGA Group Members” or “PAGA Group Member”). Based on FSH’s records, you worked for FSH as a non-exempt employee during the PAGA Period and thus are entitled to a share of the Settlement.

What Are The Terms Of The Settlement?

Plaintiff and FSH reached a Settlement of \$405,000.00, which was reviewed and approved by the Court. Deducted from this amount are: (1) \$____ for Plaintiff’s Counsel’s attorney’s fees, (2) \$____ for Plaintiff’s Counsel’s costs, (3) \$____ for settlement administration fees, and (4) \$____ for Plaintiff’s Service Award Payment. This leaves the Net Settlement Amount of \$____, which is allocated pursuant to PAGA as follows; 75% to the California Labor & Workforce Development Agency (\$____), and 25% to the PAGA Group Members (\$____).

By agreeing to settle, FSH is not admitting liability on any of the factual allegations or legal claims in the Lawsuit. The Court has not decided whether Plaintiff’s claims or FSH’s defenses to those claims are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

The Settlement releases all known and unknown claims for civil penalties under PAGA, and any associated costs and attorneys' fees under PAGA, which are alleged in the Complaint, or which could have been asserted based on the facts alleged in the Complaint, including PAGA civil penalty claims for unpaid wages, unpaid overtime, unpaid double-time, incorrect calculation of the regular rate, underpaid sick leave, off-the-clock work, reporting time pay, unreimbursed expenses, failure to provide legally-compliant meal periods, failure to pay or properly compute meal period premiums, failure to provide legally-compliant rest periods, failure to pay or properly compute rest period premiums, failure to pay all wages owed during employment, failure to pay all wages owed upon separation from employment, failure to maintain accurate records, failure to provide accurate wage statements, violation of the California Labor Code (including §§ 201, 202, 203, 204, 208, 226, 226.3, 226.7, 233, 246.5, 248.6, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802), and PAGA civil penalty claims for violation of all similar provisions of the California Industrial Welfare Commission Wage Orders, which the PAGA Group and/or any PAGA Group Member has ever had, or hereafter may claim to have, for the PAGA Period ("Released Claims"). The release provided by you and other PAGA Group Members under the Settlement is limited to claims and remedies available under PAGA and does not release any non-PAGA claims.

What Is My Share Of The Settlement?

FSH's records show that you are a PAGA Group Member, and are entitled to a pro rata share of the settlement based on the number of pay periods you worked during the PAGA Period. Enclosed is a check representing your share of the Settlement for \$.

You are being issued a Form 1099 for your share, which has been calculated based on the number of payroll periods you worked during the PAGA Period. Your settlement check will remain valid for 180 days. Your decision to cash the enclosed check will have no bearing on your employment at FSH.

PAGA Group Members cannot opt out of the Settlement. Even if you do not cash your check, you will still be releasing the Released Claims. If your check is not cashed within 180 days, the amount will escheat to the State of California, Unclaimed Property Division, in your name. Do not contact the Court to ask questions about the Settlement. If you have any questions, please contact the Settlement Administrator at the number/address at the top of this notice.

Who Are The Attorneys In This Case?

<u>Counsel for Plaintiff</u> John M. Scheppach Scheppach Bauer PC 23181 Verdugo Drive, Suite 105-A Laguna Hills, CA 92653 Phone: (949) 209-8880 jmscheppach@sbpc.law	<u>Counsel for FSH</u> Marie Burke Kenny Ashley Fasano Procopio, Cory, Hargreaves & Savitch LLP 525 B Street, Suite 2200 San Diego, California, 92101 Phone: (619) 906-5684 marie.kenny@procopio.com ashley.fasano@procopio.com
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PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE. THE COURT IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.

EXHIBIT B

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

Attorneys for Plaintiff, TODD BLAGG,
on behalf of himself and all other aggrieved employees

PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP
MARIE BURKE KENNY (BAR NO. 183640)
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ashley.fasano@procopio.com
525 B Street, Suite 2200
San Diego, CA 92101
Phone: (619) 238-1900 | Fax: (619) 235-0398

Attorneys for Defendant, FRESNO SURGERY CENTER, L.P.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MADERA

TODD BLAGG, in a representative capacity,

Plaintiff,

vs.

FRESNO SURGERY CENTER, L.P.,
a California limited partnership, and DOES 1
through 10, inclusive,

Defendants

Case No. MCV088879

Assigned For All Purposes To:
Judge Michael J. Jurkovich, Dept. 44

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Hearing:
Date:
Time:
Dept:

Complaint Filed: March 6, 2023
First Am. Complaint Filed: Jan. 6, 2025
Trial Date: None Set

ORDER APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____, at _____ in Department 44 of the above-captioned court on the unopposed Motion For Approval Of PAGA Settlement.

Having considered the Stipulation And Agreement For PAGA Settlement (the “Settlement Agreement” or “Settlement”), which is attached as Exhibit 1 to the Memorandum In Support Of Plaintiff’s Motion For Approval Of PAGA Settlement; having considered the briefing and submissions filed with the Court; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Todd Blagg (“Plaintiff”) and Defendant Fresno Surgery Center, L.P. (“Defendant”) and the subject matter of the action, which involves the Private Attorneys General Act of 2004 (“PAGA”).

2. The Court hereby GRANTS approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that the Settlement terms are fair to all concerned.

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

A. **“Complaint”** means the First Amended Complaint filed on January 6, 2025 in this Action. The term Complaint includes Plaintiff’s initial PAGA Notice to the LWDA, and Plaintiff’s Amendment To PAGA Notice to the LWDA, both of which are attached to the Complaint as exhibits.

B. **“Defendant”** means Fresno Surgery Center, L.P., a California limited partnership which does business as Fresno Surgical Hospital.

C. **“Gross Settlement Amount”** or **“Common Fund”** means the amount of Four Hundred And Five Thousand Dollars And Zero Cents (\$405,000.00). The Gross Settlement Amount is an all-inclusive amount, including any Settlement Administrator Costs as approved by the Court, attorney’s fees and costs to Plaintiff’s Counsel as awarded by the Court, the Service Payment to Plaintiff, and the PAGA Payment as approved by the

1 Court. This Settlement is a cash settlement. This Settlement is not a claims-made
2 settlement. No portion of the Gross Settlement Amount will be retained by, or revert to,
3 Defendant.

4 D. **“PAGA Period”** means the period of time from December 29, 2021, to
5 December 23, 2024.

6 E. **“PAGA Group”** and **“PAGA Group Members”** means any individual
7 who is or previously was employed by Fresno Surgical Hospital as a non-exempt employee
8 at any time during the PAGA Period.

9 F. **“Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer
10 PC.

11 G. **“Released Claims”** means all known and unknown claims for civil
12 penalties under the Private Attorneys General Act of 2004 (“PAGA”), and any associated
13 costs and attorney’s fees under PAGA, which are alleged in the Complaint, or which could
14 have been asserted based on the facts alleged in the Complaint, including PAGA civil
15 penalty claims for unpaid wages, unpaid overtime, unpaid double-time, incorrect calculation
16 of the regular rate, underpaid sick leave, off-the-clock work, reporting time pay,
17 unreimbursed expenses, failure to provide legally-compliant meal periods, failure to pay or
18 properly compute meal period premiums, failure to provide legally-compliant rest periods,
19 failure to pay or properly compute rest period premiums, failure to pay all wages owed
20 during employment, failure to pay all wages owed upon separation from employment, failure
21 to maintain accurate records, failure to provide accurate wage statements, violation of the
22 California Labor Code (including §§ 201, 202, 203, 204, 208, 226, 226.3, 226.7, 233, 246.5,
23 248.6, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802), and PAGA
24 civil penalty claims for violation of all similar provisions of the California Industrial Welfare
25 Commission Wage Orders, which the PAGA Group and/or any PAGA Group Member has
26 ever had, or hereafter may claim to have, for the PAGA Period.

27 H. **“Released Parties”** means Fresno Surgery Center, L.P., dba Fresno
28 Surgical Hospital, and each of its former and present parent companies, subsidiaries,

1 affiliates, divisions, and joint ventures, and all of their past and present shareholders,
2 officers, directors, employees, agents, servants, owners, members, investors, executors,
3 administrators, general partners, limited partners, real or alleged alter egos, predecessors,
4 successors, transferees, assigns, registered representatives, attorneys, insurers, or partners.

5 I. **“Settlement Administrator”** means Atticus Administration, LLC.

6 4. The Court approves Atticus Administration, LLC to serve as the Settlement
7 Administrator.

8 5. The Court approves the Gross Settlement Amount of \$405,000 established to
9 fund the Settlement.

10 6. The Court approves the payment for Settlement Administration Costs incurred
11 by Atticus Administration, LLC in the amount of \$5,900 to be paid from the Gross
12 Settlement Amount as provided in the Settlement Agreement.

13 7. The Court approves the payment of attorney’s fees to Plaintiff’s Counsel in
14 the amount of \$141,750 to be paid from the Gross Settlement Amount.

15 8. The Court approves the payment of Plaintiff’s Counsel’s costs in the total of
16 _____ from the Gross Settlement Amount.

17 9. The Court approves a Service Award Payment to Plaintiff in the amount of
18 \$10,000 which is to be paid from the Gross Settlement Amount

19 10. Pursuant to PAGA, the Net Settlement Fund of \$ _____ shall be distributed
20 75% to the California Labor and Workforce Development Agency (“LWDA”) and the
21 remaining 25% shall be distributed to the PAGA Group Members in accordance with the
22 terms of the Settlement.

23 11. The Court hereby directs Defendant to fund the Settlement in accordance with
24 the terms of, and by the deadlines supplied in, the Settlement.

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

28 13. The Court has determined that the Notice of PAGA Settlement, attached as

1 Exhibit 1 to the Declaration of John M. Scheppach In Support of Plaintiff's Motion For
2 Approval of PAGA Settlement, is sufficient to inform PAGA Group Members of the
3 material elements of the Settlement, constitutes the best notice practicable under the
4 circumstances, and its mailing by the Settlement Administrator is hereby approved.

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

23 15. Any monies not able to be delivered to a PAGA Group Member and any
24 settlement checks not cashed within one hundred and eighty (180) days of issuance will
25 escheat to the California State Controller, Unclaimed Property Division, in the name of the
26 corresponding PAGA Group Member(s).

27 16. Upon the filing of this signed Order Approving The PAGA Settlement,
28 Plaintiff, all PAGA Group Members, and the LWDA shall be conclusively deemed to have

1 released and forever discharged the Released Parties from the Released Claims.

2 17. Upon the filing of this signed Order Approving The PAGA Settlement,
3 Plaintiff shall be conclusively deemed to have generally released the Released Parties as set
4 forth in the Settlement.

5 18. Neither this Order nor the Settlement shall constitute an admission by
6 Defendant of any liability or wrongdoing whatsoever, nor is this Order a finding of the
7 validity or invalidity of any claims in the Action.

8 19. Each Party will bear its own attorney's fees and costs, except as provided for
9 in the Settlement and this Order.

10 20. The Settlement is hereby approved. Without affecting the finality of this
11 Order, the Court reserves exclusive and continuing jurisdiction over the action for purposes
12 of supervising the implementation, enforcement (CCP § 664.6), construction, administration
13 and effectuation of the Settlement.

14 21. Plaintiff shall submit a copy of this signed Order Approving The PAGA
15 Settlement to the LWDA within ten (10) calendar days after it is entered by the Court.

16 22. The Settlement Administrator shall post a copy of this signed Order Approving
17 The PAGA Settlement on its website until the Final Status Conference.

18 23. The Court hereby sets a Final Status Conference on _____ at _____
19 in Department 44. Plaintiff's Counsel must file a declaration from the Settlement
20 Administrator no later than fourteen (14) calendar days prior to the Final Status Conference.
21 The Settlement Administrator's declaration shall report the actual amounts paid to the
22 PAGA Group Members, the other amounts distributed under the Settlement, and the number
23 and aggregate dollar amount of any uncashed checks.

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

25
26 Dated: _____

27 Judge of the Superior Court of California