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 Health Ministries, Inc., et al*

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

FLORENCE SAMOSA, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

MOUNT CARMEL HEALTH MINISTRIES,
 INC.; SANTA TERESITA, INC.;
 MARYCREST MANOR; SACRED HEART
 RETREAT HOUSE, INC.; CARMELITE
 SISTERS OF THE MOST SACRED HEART
 OF LOS ANGELES; and DOES 3 through 10,
 inclusive,

Defendants.

Case No.: 25STCV20994

**CLASS AND REPRESENTATIVE
 ACTION SETTLEMENT AGREEMENT**

[Assigned for all purposes to the Hon. Elihu
 M. Berle, Dept. 6]

Action Filed: July 15, 2025

Trial date: Not set

This Class and Representative Action Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Florence Samosa ("Plaintiff") and Defendants Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's class and representative action lawsuit alleging wage and hour violations against Defendants captioned *Florence Samosa vs. Mount Carmel Health Ministries, Inc., et al*, Superior Court of the State of California, County of Los Angeles, Case No. 25STCV20994, initiated on July 15, 2025, as further amended, and as pending in the Court.

1.2. "Administrator" means APEX Class Action Administration ("APEX"), the neutral entity the Parties have designated to administer the Settlement following a competitive bidding process.

1.3. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed the amount set forth in the Administrator's bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.4. "Aggrieved Employees" means all current and former non-exempt employees of Defendants who worked for Defendants in the State of California at any time during the PAGA Period.

1.5. "Class" means all persons who worked for Defendants as an hourly, non-exempt employee at any time during the Class Period.

1.6. "Class Counsel" means Kane Moon, Allen Feghali, and Chancellor D. Nobles of

1 Moon Law Group, PC.

2 1.7. "Class Counsel Fees Payment" means the court-approved amount allocated to Class
3 Counsel for reimbursement of their reasonable fees incurred to prosecute the
4 Action, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e.
5 \$221,666.67).

6 1.8. "Class Counsel Expenses Payment" means the court-approved amount allocated to
7 Class Counsel for reimbursement of their reasonable expenses incurred to prosecute
8 the Action, not to exceed \$30,000.00.

9 1.9. "Class Data" means Class Member identifying information in Defendants'
10 possession, including the Class Member's name, last-known mailing address, Social
11 Security number, the dates of employment (i.e., hire dates, and, if applicable, re-
12 hire date(s) and/or separation date(s)), and any other information required by the
13 Administrator to effectuate this Agreement.

14 1.10. "Class Member" means a member of the Class, as either a Participating Class
15 Member or Non-Participating Class Member, including a Non-Participating Class
16 Member who qualifies as an Aggrieved Employee.

17 1.11. "Class Member Address Search" means the Administrator's investigation and search
18 for current Class Member mailing addresses using all reasonably available sources,
19 methods, and means, including, but not limited to, the National Change of Address
20 database, skip tracing, and direct contact by the Administrator with Class Members.

21 1.12. "Class Notice" means the court-approved Notice of Class and Representative Action
22 Settlement and Final Approval Hearing to be mailed to Class Members in English
23 and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and
24 incorporated by reference into this Agreement.

25 1.13. "Class Period" means the period from July 15, 2021, through May 22, 2026.
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- 1.14. "Class Representative" means the named Plaintiff in the Action, Florence Samosa.
- 1.15. "Court" means the Superior Court of the State of California, County of Los Angeles.
- 1.16. "Defendants" means the named Defendants in the Action: Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles.
- 1.17. "Defense Counsel" means Elaine M. Vukadinovich and Dean Takatsuki of Musick, Peeler & Garrett LLP, Lonnie D. Giamela and Kyle J. Ignatius of Fisher & Phillips LLP, Diana M. Estrada and Michelle Kang of Wilson Elsner Moskowitz Edelman & Dicker LLP, and Philip Allingham of Kaufman Dolowich LLP.
- 1.18. "Effective Date" means the first business date after both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final Judgment; (ii) if an objection is filed and not withdrawn, the day after the deadline for filing a notice of appeal from Judgment and no such notice of appeal being filed; or (iii) if any timely appeals are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the Settlement, including the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if any third party objects or intervenes, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- 1.19. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final

Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$665,000.00 (Six Hundred Sixty-Five Thousand Dollars), the total amount Defendants agree to pay under the Settlement, except as provided in the escalator clause in Paragraph 8.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The Gross Settlement Amount does not include a Class Representative Enhancement Award, as a separate amount of \$19,000 will be paid to Plaintiff separately by Defendant, which payment will be subject to a separate general release agreement with various terms and conditions (given her separately alleged claims), or Defendants' employer-share of payroll taxes on the wage portion of Individual Class Payments, which is also to be paid separately by Defendants.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code section 2699(m), calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under California Labor Code section 2699(a).

1.26. "LWDA PAGA Payment" means the LWDA's 65% share of the PAGA Penalties,

allocated pursuant to California Labor Code section 2699(m), in the amount of \$16,250.00.

- 1.27. "Net Settlement Amount" means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Such persons will still be considered Aggrieved Employees.
- 1.29. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698, *et seq.*
- 1.30. "PAGA Notices" means Plaintiff's July 12, 2025, September 15, 2025, and October 8, 2025, letters to the LWDA providing written notice pursuant to California Labor Code section 2699.3(a).
- 1.31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. "PAGA Penalties" means \$25,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as 65% to the LWDA (\$16,250.00) and 35% to the Aggrieved Employees (\$8,750.00) pursuant to California Labor Code section 2699(m).
- 1.33. "PAGA Period" means the period from July 12, 2024, through May 22, 2026.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. "Plaintiff" means the named Plaintiff in the Action, Florence Samosa.

- 1.36. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.37. "Released Class Claims" means the claims released as described in Paragraph 5.1 below.
- 1.38. "Released PAGA Claims" means the claims released as described in Paragraph 5.2 below.
- 1.39. "Released Parties" means Defendants and their past, present, and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors, or assigns; and their past, present, and future officers, directors, shareholders, members, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, and administrators.
- 1.40. "Request for Exclusion" means a Class Member's written request to be excluded from the Class Action portion of the Settlement. There is no right to exclusion from the PAGA portion of the Settlement.
- 1.41. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.42. "Settlement" or "Agreement" means the disposition of the Action effected by this Joint Stipulation of Class and Representative Action Settlement Agreement and entry of the Final Approval Order and Judgment.
- 1.43. "Workweek" means any workweek during which a Class Member worked for

Defendants for at least one day during the Class Period. Defendants represent that there are 37,977 Workweeks during the Class Period.

2. RECITALS

2.1. On July 15, 2025, Plaintiff Florence Samosa initiated this Action against Defendant Mount Carmel Health Ministries, Inc., and Does 1 through 10, entitled Florence *Samosa v. Mount Carmel Health Ministries, Inc., et al.*, Los Angeles County Superior Court Case No. 25STCV20994. Due to a clerical error, Plaintiff's surname was misspelled as "Samosa" in the caption of the original Complaint.

2.2. On July 12, 2025, September 15, 2025, and October 8, 2025, Plaintiff submitted to the LWDA, and sent via certified mail to Defendants, Notices of Labor Code Violations pursuant to Labor Code section 2699.3(a). These Notices alleged Labor Code violations against Defendants under Labor Code sections 201 through 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802. To date, the LWDA has not sought to intervene in the Action.

2.3. On September 19, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint, which corrected the spelling of her name from "Samosa" to "Samosa" and added Defendants Santa Teresita, Inc., and Marycrest Manor (originally misspelled as "Maycrest Manor"). On September 15, 2025, Plaintiff filed Amendments to Complaint substituting DOE 1 with Santa Teresita, Inc., and DOE 2 with Marycrest Manor. On October 1, 2025, Plaintiff filed an Amendment to Complaint correcting the spelling of "Maycrest Manor" to "Marycrest Manor."

2.4. On October 8, 2025, Plaintiff filed Amendments to Complaint substituting DOE 3 with Sacred Heart Retreat House, Inc., and DOE 4 with Carmelite Sisters of the Most Sacred Heart of Los Angeles.

2.5. Plaintiff's operative Complaint alleges the following causes of action against

Defendants: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

2.6. On December 9, 2025, Defendants filed a Notice of Related Case identifying *Joan Waddell v. Santa Teresita, Inc., et al.*, Los Angeles County Superior Court Case No. 25STCV31956, as a related case.

2.7. Before mediation, Plaintiff obtained through informal discovery sufficient information to meaningfully evaluate the claims at issue in the Action. The discovery included sample time and payroll records, Defendants' wage-and-hour policies and procedures in effect during the Class Period, employee data, and other relevant documents.

2.8. On March 23, 2026, the Parties participated in a full-day mediation before Lisa Klerman, an experienced and neutral class and PAGA action mediator. The Parties reached an agreement in principle on the same day through acceptance of a mediator's proposal.

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

2.10. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendants further deny that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendants contend, among other things, that Plaintiff and

the Class have been paid all wages owed, including minimum and overtime wages, have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendants contend that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws.

2.11. Based on their own independent investigation and evaluation, Plaintiffs and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and on numerous potential issues. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar").

2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than the related Waddell Action.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below, Defendants will pay \$665,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately. Defendants have no obligation to pay the Gross Settlement

Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$221,666.67), and a Class Counsel Expenses Payment not to exceed \$30,000.00. Defendants will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that the Court's approval of any request for attorneys' fees or litigation costs is not a condition of the Settlement Agreement, and an award of less than the amounts requested would not give rise to a basis to abrogate the Settlement Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses

1 Payments using one or more IRS 1099 Forms. Class Counsel assume full
2 responsibility and liability for taxes owed on the Class Counsel Fees and
3 Class Counsel Expenses Payments. Class Counsel hold Defendants harmless,
4 and indemnify Defendants, from any dispute or controversy regarding any
5 division or sharing of any of these Payments.

6 3.2.2. To the Administrator: An Administration Expenses Payment of not more than
7 \$9,890.00 except for a showing of good cause and as approved by the Court.
8 Plaintiff and/or Class Counsel will file a Motion supporting the
9 Administration Expenses Payment no later than sixteen (16) court days
10 before the Final Approval Hearing. If the Court approves of an
11 Administration Expenses Payment that is less than the amount requested, or
12 if the Administration Expenses Payment is less than the amount allocated
13 under this Agreement, the Administrator will allocate the remainder to the
14 Net Settlement Amount. To the extent the actual Administration Expenses
15 Payment is greater than \$9,890.00 such excess amount will be taken from the
16 Gross Settlement Amount, subject to the Court's approval.

17 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties of \$25,000.00 to
18 be paid from the Gross Settlement Amount, with sixty-five percent (65%)
19 (i.e., \$16,250.00) allocated to the LWDA PAGA Payment and thirty-five
20 percent (35%) (i.e., \$8,750.00) allocated to the Individual PAGA Payments.

21 3.2.3.a. To Each Aggrieved Employee: The Administrator will calculate each
22 Individual PAGA Payment by (a) dividing the amount of the
23 Aggrieved Employees' thirty-five percent (35%) share of PAGA
24 Penalties by the total number of PAGA Pay Periods worked by all
25 Aggrieved Employees during the PAGA Period and (b) multiplying
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the result by each Aggrieved Employee's PAGA Pay Periods.

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

3.2.4. Net Settlement Amount. The Net Settlement Amount shall be the Gross Settlement Amount less the following court-approved payments: Class Counsel Fees Payment, Class Counsel Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment. The remainder shall be paid to Participating Class Members as Individual Class Payments and to Aggrieved Employees as Individual PAGA Payments.

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

3.2.5.a. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be

allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment and indemnify Defendants against any liability related to the tax treatment of payments under this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendants' records, Defendants represent that as of March 23, 2026, there are approximately 37,977 Workweeks during the Class Period, and approximately 4,842 PAGA Pay Periods during the PAGA Period. The workweek figure establishes the baseline for the escalator clause set forth in Paragraph 8.0 below.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. The Class Data shall include each Class Member's name, last-known mailing address, , last four digits of Social Security number, the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)), and any other information required by the Administrator to effectuate this Agreement. To protect Class Members' privacy rights, the

1 Administrator shall maintain the Class Data in strict confidence, use the Class Data
2 only for purposes of this Settlement and for no other purpose, and restrict access to
3 the Class Data to employees of the Administrator who need access to effect and
4 perform under this Agreement. If Defendants discover that Class Data is incorrect,
5 Defendants will provide corrected or updated Class Data to the Administrator as soon
6 as reasonably feasible. The Parties and their respective counsel shall expeditiously
7 use best efforts, and in good faith, to reconstruct or otherwise resolve any issues
8 related to missing or omitted Class Data.

9 4.3. Settlement Funding. Within thirty (30) calendar days after the Effective Date,
10 Defendants shall fund the Gross Settlement Amount by transmitting the funds to the
11 Administrator for deposit into a Qualified Settlement Fund ("QSF") established and
12 maintained by the Administrator. Defendants Mount Carmel Health Ministries, Inc.,
13 Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and
14 Carmelite Sisters of the Most Sacred Heart of Los Angeles are jointly and severally
15 liable for funding the Gross Settlement Amount. Defendants shall also separately
16 fund the employer's share of payroll taxes owed on the Wage Portions of the
17 Individual Class Payments by transmitting those funds to the Administrator within
18 the same thirty (30) calendar day period provided that the Administrator has provided
19 the total taxes due to Defendants' counsel at least five (5) business days prior to that
20 date. The Administrator shall provide Defendants with both wiring and/or mailing
21 instructions.

22 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
23 after Defendants fully fund the amounts owed under the Settlement, the
24 Administrator shall mail checks for all Individual Class Payments, all Individual
25 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
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1 Payment, the Class Counsel Fees Payment, and the Class Counsel Expenses
2 Payment. Disbursement of the Class Counsel Fees Payment, and the Class Counsel
3 Expenses Payment, shall not precede disbursement of Individual Class Payments and
4 Individual PAGA Payments.

5 4.4.1. The Administrator shall issue checks for the Individual Class Payments
6 and/or Individual PAGA Payments and send them via First Class United
7 States Postal Service ("USPS") Mail with postage prepaid. The face of each
8 check shall prominently state the date (not less than 180 days after the date
9 of mailing) when the check will be voided (the "Void Date"). The
10 Administrator shall send checks for Individual Class Payments to all
11 Participating Class Members and checks for Individual PAGA Payments to
12 all Aggrieved Employees (including Non-Participating Class Members who
13 qualify as Aggrieved Employees), including to those for whom their Class
14 Notice was returned undelivered. The Administrator may send Participating
15 Class Members a single check combining their Individual Class Payment and
16 Individual PAGA Payment but, in all cases, the tax withholdings and
17 deductions must be appropriate based upon the classification of the payments
18 as wages or non-wages. Before mailing any checks, the Administrator must
19 update recipients' mailing addresses using the National Change of Address
20 Database.

21 4.4.2. The Administrator must conduct a Class Member Address Search for all
22 Class Members whose checks are returned undelivered without a forwarding
23 address. Within seven (7) calendar days of receiving a returned check, the
24 Administrator must re-mail checks to the forwarding address provided or, if
25 none was provided, to an updated address ascertained through the Class
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1 Member Address Search. The Administrator need not take further steps to
2 deliver checks to Class Members whose re-mailed checks are returned as
3 undelivered a second time. The Administrator shall promptly send a
4 replacement check to any Class Member whose original check was lost or
5 misplaced, or as requested by the Class Member prior to the Void Date.

6 4.4.3. For any Class Member whose Individual Class Payment and/or Individual
7 PAGA Payment is uncashed after the Void Date, the Administrator shall
8 cancel those checks and transmit the funds represented by such checks in
9 accordance with the requirements of California Code of Civil Procedure
10 section 384(b). Specifically, the uncashed funds shall be transmitted to the
11 California State Controller's Office to be held pursuant to the Unclaimed
12 Property Law, California Civil Code section 1500, et seq., in the name of each
13 individual who failed to timely cash his or her check, until such time that he
14 or she claims his or her property. A Participating Class Member and/or
15 Aggrieved Employee's failure to negotiate or receive their check shall
16 nevertheless remain bound by the Settlement and the releases contained
17 herein. Accordingly, the Parties' respective counsel attest that there will be no
18 "unpaid residue" subject to the requirements of California Code of Civil
19 Procedure section 384, subd. (b).

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
21 shall not obligate Defendants to confer any additional benefits or make any
22 additional payments to Class Members (such as 401(k) contributions or
23 bonuses) beyond those specified in this Agreement. The payment of
24 Individual Class Payments and Individual PAGA Payments shall not extend
25 or alter any Class Member's period of employment for any purpose.
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1 **5. RELEASES OF CLAIMS.**

2 Effective on the date Defendants fully fund the entire Gross Settlement Amount, and all employer
3 payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating
4 Class Members, and Aggrieved Employees will release claims against all Released Parties as
5 follows:

6 5.1. Plaintiff's Release. In exchange for the separate payment that will be made to
7 Plaintiff Florence Samosa, Plaintiff will enter into a separate general release
8 agreement upon terms satisfactory to Defendants which contains among other typical
9 employment settlement agreement terms, a full general release and Civil Code
10 section 1542 release.

11 5.2. Released Class Claims. All Participating Class Members, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors and assigns, fully and finally release and discharge the
14 Released Parties from any and all claims, debts, liabilities, demands, obligations,
15 penalties, guarantees, costs, expenses, attorney's fees, damages, and causes of action
16 that were alleged or that reasonably could have been alleged based on the facts
17 alleged in Plaintiff's Operative Complaint, under federal, state, and/or local law. This
18 release includes, without limitation, release of all claims alleged in the Complaint for
19 alleged failure to pay minimum wages, failure to pay overtime compensation, failure
20 to provide meal periods, failure to authorize and permit rest breaks, failure to
21 indemnify necessary business expenses, failure to provide one day's rest in seven,
22 failure to pay all unpaid wages at termination, failure to provide accurate itemized
23 wage statements, any violations of Business and Professions Code sections 17200, *et*
24 *seq.*, and statutory penalties based on the foregoing (collectively, the "Released Class
25 Claims"). The Released Class Claims are limited to claims arising during the Class
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Period.

5.2.1. The Released Class Claims exclude claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. Participating Class Members' release of the Released Class Claims shall be effective regardless of whether they cash their checks for Individual Class Payments.

5.3. Released PAGA Claims. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, and Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including Class Counsel), administrators, successors and assigns generally, and the LWDA, fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in Plaintiff's Operative Complaint or the PAGA Notices dated July 12, 2025, September 15, 2025, and October 8, 2025, including, but not limited to, claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), 2800, and 2802, for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to maintain accurate records, failure to indemnify necessary business expenses, failure to provide one day's rest in seven, failure to pay all accrued vacation wages at termination, failure to pay all unpaid wages at termination, failure to provide accurate

itemized wage statements, and failure to pay all earned wages twice per month (collectively, the "Released PAGA Claims").

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

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Defense Counsel's Declarations in Support of Preliminary Approval. Within fourteen (14) calendar days of the full execution of this Agreement, Defense Counsel shall prepare and deliver to Class Counsel signed declarations from Defense Counsel regarding whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff's Responsibilities. Plaintiff shall prepare, and deliver to Defense Counsel for review, and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order

granting preliminary settlement approval and approving the proposed Class Notice; (iii) the proposed Class Notice in English and Spanish; (iv) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendants, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) signed declarations from Class Counsel attesting to competency to represent Class Members, transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notices dated July 12, 2025, September 15, 2025, and October 8, 2025 [Lab. Code § 2699.3(a)], the operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]), and all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

1 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class
3 Counsel and Defense Counsel will expeditiously work together by meeting in person
4 or by telephone, and in good faith, to resolve the disagreement. If the Court does not
5 grant preliminary approval outright, or conditions a preliminary approval on any
6 material change to this Agreement, Class Counsel and Defense Counsel shall
7 expeditiously work together on behalf of the Parties by meeting, in person or by
8 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
9 concerns. The Parties acknowledge that Plaintiff sent PAGA Notices to the LWDA
10 and to Defendants on multiple dates (July 12, 2025, September 15, 2025, and October
11 8, 2025) as additional Defendants were added to the Action, and the Parties agree to
12 cooperate in documenting and explaining to the Court the full compliance with PAGA
13 notice requirements under California Labor Code section 2699.3(a) for all Defendants.

14 6.5. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
15 and Defense Counsel separately agree that until the Motion for Preliminary Approval
16 of Settlement is filed, they and each of them will not disclose, disseminate, or publicize,
17 or cause or permit another person to disclose, disseminate, or publicize, any of the
18 terms of the Agreement or Settlement, directly or indirectly, specifically or generally,
19 to any person, corporation, association, government agency, or other entity. In response
20 to any inquiries, Plaintiff and Class Counsel will state that "the case was resolved," or
21 similar words to that effect, and Plaintiff and Class Counsel will not communicate with
22 or to anyone regarding the Settlement, nor report the Settlement or its content in any
23 medium or in any publication, will not post or report anything regarding the claims of
24 Plaintiff or Class Members online or through social media, and will not contact any
25 reporters or media regarding the Settlement. Notwithstanding the foregoing, nothing in
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1 this Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with
2 her immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class
3 Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class
4 Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class
5 Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff
6 with legal representation; or (v) Class Counsel from making a limited disclosure to the
7 Court and the LWDA for purposes of obtaining settlement approval or enforcing the
8 Settlement.

9 **7. SETTLEMENT ADMINISTRATION.**

10 7.1. Selection of Administrator. The Parties have jointly selected APEX to serve as the
11 Administrator and have verified that, as a condition of appointment, the Administrator
12 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
13 in this Agreement in exchange for the Administration Expenses Payment. The
14 Administrator was selected through a competitive bidding process in which Class
15 Counsel obtained three (3) bids from qualified settlement administrators and submitted
16 those bids to the Court in connection with seeking the Preliminary Approval Order.
17 The Parties and their respective counsel represent that they have no interest or
18 relationship, financial or otherwise, with the Administrator, other than a professional
19 relationship arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings
22 and providing reports to state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
25 Regulation section 468B-1. The Parties agree that the QSF is intended to be a
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"Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, and shall be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a "Qualified Settlement Fund" on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

7.4. Class Data Procedures.

7.4.1. No later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. The Class Data shall include each Class Member's name, last-known mailing address, last four digits of Social Security number, the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)), and any other information required by the Administrator to effectuate this Agreement. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in strict confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement.

7.4.2. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel and Defense Counsel that the Class Data has been received and state the total number of Class Members, the total number of Aggrieved Employees, the total number of Workweeks, and the total number of PAGA Pay Periods contained in the Class Data.

7.4.3. If Defendants discover that Class Data is incorrect, Defendants shall provide

corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7.5. Class Notice Mailing.

7.5.1. Using its best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data from Defendants, the Administrator shall send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the following, with an accurate Spanish translation thereof: (i) Class Notice, substantially in the form attached to this Agreement as Exhibit A; (ii) Request for Exclusion Form, substantially in the form attached to this Agreement as Exhibit B; and (iii) Objection Form, substantially in the form attached to this Agreement as Exhibit C. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.

7.5.2. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database maintained by the USPS.

7.6. Re-mailing Procedures.

7.6.1. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall

1 conduct a Class Member Address Search and shall re-mail the Class Notice to
2 the most current address obtained. The Administrator has no obligation to make
3 further attempts to locate or send Class Notices to Class Members whose Class
4 Notice is returned as undelivered by the USPS a second time.

5 7.6.2. For all Class Members whose initial Class Notice is re-mailed, the deadline for
6 submitting Objections, Challenges to Calculation of Workweeks and/or PAGA
7 Pay Periods, and Requests for Exclusion shall be extended an additional
8 fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise
9 provided in the Class Notice. The Administrator shall inform the Class
10 Member of the extended Response Deadline with the re-mailed Class Notice.

11 7.7. Discovery of Omitted Class Members. If the Administrator, Defendants, Defense
12 Counsel, or Class Counsel is contacted by or otherwise discovers any persons who
13 believe they should have been included in the Class Data and should have received a
14 Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
15 and in good faith, to agree on whether to include them as Class Members. If the Parties
16 agree, such persons will be Class Members entitled to the same rights as other Class
17 Members, and the Administrator will send, via email or overnight delivery, a Class
18 Notice requiring them to exercise options under this Agreement not later than fourteen
19 (14) calendar days after receipt of the Class Notice, or the Response Deadline,
20 whichever date is later.

21 7.8. Requests for Exclusion (Opt-Outs) and Exclusion List.

22 7.8.1. Each Class Member shall have forty-five (45) calendar days after the
23 Administrator mails the Class Notice (plus an additional fourteen (14) calendar
24 days for Class Members whose Class Notice is re-mailed) to exclude
25 themselves from the Settlement. A Class Member may exclude himself or
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herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely.

7.8.2. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted.

7.8.3. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval.

7.8.4. If a Class Member's Request for Exclusion is timely but invalid according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion.

7.8.5. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions

1 consistent with the terms of this Agreement on the validity or timeliness of a
2 Request for Exclusion. The Court's decision shall be final and not appealable
3 or otherwise susceptible to challenge.

4 7.8.6. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement,
6 entitled to all benefits and bound by all terms and conditions of the Settlement,
7 including the Released Class Claims under Paragraph 5.2 of this Agreement,
8 regardless of whether the Participating Class Member actually receives the
9 Class Notice or objects to the Settlement.

10 7.8.7. Every Class Member who submits a valid and timely Request for Exclusion is
11 a Non-Participating Class Member and shall not receive an Individual Class
12 Payment or have the right to object to the class action components of the
13 Settlement. Non-Participating Class Members who are Aggrieved Employees
14 are deemed to release the Released PAGA Claims identified in Paragraph 5.3
15 of this Agreement and are eligible for an Individual PAGA Payment regardless
16 of their exclusion from the class components of the Settlement.

17 7.8.8. The Administrator shall promptly review Requests for Exclusion on a rolling
18 basis to ascertain their validity and timeliness. No later than five (5) business
19 days after the expiration of the Response Deadline, the Administrator shall
20 email a list to Class Counsel and Defense Counsel containing (a) the names
21 and other identifying information of Class Members who have submitted valid
22 and timely Requests for Exclusion ("Exclusion List"); and (b) copies of all
23 Requests for Exclusion submitted, regardless of whether the requests are valid
24 and timely.

25 7.8.9. If the number of valid and timely Requests for Exclusion exceeds five percent
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(5%) of the total number of all Class Members, Defendants shall have the option of terminating the Agreement, and the Parties will return to their pre-mediation litigation positions. The Parties agree that if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will be responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) calendar days after the Response Deadline has expired.

7.9. Challenges to Calculation of Workweeks and/or PAGA Pay Periods.

7.9.1. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to that Class Member and/or Aggrieved Employee as reported in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be timely.

7.9.2. To be timely, the Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or PAGA Pay Periods has been timely submitted.

7.9.3. The Administrator must encourage the challenging Class Member to submit

1 supporting documentation. In the absence of any contrary documentation, the
2 Administrator is entitled to presume that the Workweeks and/or PAGA Pay
3 Periods contained in the Class Notice are correct so long as they are consistent
4 with the Class Data.

5 7.9.4. The Administrator shall promptly provide copies of all Challenges to
6 Calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and
7 Class Counsel. The Administrator, Class Counsel, and Defense Counsel may
8 attempt to resolve all Class Member challenges over the calculation of
9 Workweeks and/or PAGA Pay Periods. However, the Court has the final
10 authority to make decisions consistent with the terms of this Agreement on all
11 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. The
12 Court's decision shall be final and not appealable or otherwise susceptible to
13 challenge.

14 7.10. Objections to Settlement.

15 7.10.1. Each Participating Class Member shall have forty-five (45) calendar days after
16 the Administrator mails the Class Notice (plus an additional fourteen (14)
17 calendar days for Class Members whose Class Notice is re-mailed) to object,
18 in writing, to the class action components of the Settlement and/or this
19 Agreement, including contesting the fairness of the Settlement and/or amounts
20 requested for the Class Counsel Fees Payment, and Class Counsel Expenses
21 Payment. Only Participating Class Members may send written Objections to
22 the Administrator.

23 7.10.2. A Participating Class Member may object to the Settlement by (1) appearing at
24 the Final Approval Hearing and verbally objecting to the Settlement or any
25 term thereof; and/or (2) sending a written Objection to the Administrator. The
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1 written Objection must be valid and timely.

2 7.10.3. To be valid, the written Objection must (1) include the Class Member's full
3 name, address, telephone number, and signature, the contact information for
4 any attorney representing the objecting Class Member, if any, and the factual
5 and legal bases for the Objection, including any supporting papers, briefs,
6 written evidence, declarations, and/or other evidence; (2) state the case name
7 and number of the Action; and (3) be mailed to the specified physical address
8 of the Administrator.

9 7.10.4. To be timely, the written Objection must be postmarked no later than the
10 Response Deadline. The postmark date will be the exclusive means of
11 determining whether a written Objection has been timely submitted.

12 7.10.5. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve
13 any Class Member disputes on the validity or timeliness of a written Objection.
14 However, the Court has the authority to make final decisions consistent with
15 the terms of this Agreement on the validity or timeliness of a written Objection.
16 The Court's decision shall be final and not appealable or otherwise susceptible
17 to challenge.

18 7.10.6. Non-Participating Class Members have no right to object to any of the class
19 action components of the Settlement. Aggrieved Employees, whether
20 Participating Class Members or Non-Participating Class Members, have no
21 right to object to the PAGA component of the Settlement.

22 7.11. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
23 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or
24 re-mailed, Class Notices returned undelivered, Requests for Exclusion received
25 (whether valid or invalid), Objections received, Challenges to Workweeks and/or
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PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

7.12. Administrator's Declarations.

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

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

9 7.14. Uncashed Funds. For any Class Member whose Individual Class Payment and/or
10 Individual PAGA Payment is uncashed after the Void Date (180 days after the date of
11 mailing), the Administrator shall cancel those checks and transmit the funds
12 represented by such checks to California State Controller's Office to be held pursuant
13 to the Unclaimed Property Law, California Civil Code section 1500, et seq., in the
14 name of each individual who failed to timely cash his or her check, until such time that
15 he or she claims his or her property. A Participating Class Member's and/or Aggrieved
16 Employee's failure to negotiate or receive their check shall not affect their obligation
17 to remain bound by the Settlement and the releases contained herein.

19 8.1. The Gross Settlement Amount was negotiated based on Defendants' estimate that there
20 are approximately 37,977 Workweeks during the Class Period. If the actual number of
21 Workweeks is more than 10% of the estimated count (i.e., if the actual number of
22 Workweeks is more than 41,775), then Defendants shall have the option of (a)
23 increasing the Gross Settlement Amount by the percentage increase in the number of
24 Workweeks worked by the Class Members above 10% (e.g., if the actual number of
25 Workweeks increases to 42,154, an 11% increase over 37,977 and therefore 1% over

the 10% threshold, the Gross Settlement Amount would increase by 1% to \$672,650); or (b) rolling back the Class Period end date to the point in time at which 41,775 Workweeks is met. Defendants shall inform Plaintiff's counsel and the Court of their election at or before the preliminary approval hearing. If Defendants exercise option (b), they shall also be prepared to inform the Court of the revised Class Period end date at the preliminary approval hearing.

9. DEFENDANTS' RIGHT TO WITHDRAW.

9.1. Defendants will retain the right, in the exercise of their sole discretion, to nullify this Settlement Agreement within fourteen (14) calendar days after expiration of the Response Deadline, if five percent (5%) or more of the Class Members submit valid and timely Requests for Exclusion. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to this Agreement. If Defendants exercise the right to nullify the Settlement Agreement, then this Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will be responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) calendar days after the Response Deadline has expired.

10. MOTION FOR FINAL APPROVAL

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of both the class action settlement and the PAGA portion of the Settlement under California Labor Code section 2699(s)(2), a proposed order granting final approval, and a proposed judgment. Plaintiff's motion shall attach the Administrator's declaration attesting to the

Administrator's due diligence and compliance with all obligations under this Agreement, including the number of Class Notices mailed, the number of valid and timely Requests for Exclusion received, the number of Objections received, the total number of Participating Class Members and Workweeks, the total number of Aggrieved Employees and PAGA Pay Periods, and the calculation of Individual Class Payments and Individual PAGA Payments. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator. Within ten (10) calendar days of entry of the Final Approval Order, Class Counsel shall submit the Final Approval Order to the LWDA. Within ten (10) calendar days of entry of Judgment, Class Counsel shall submit the Judgment and Order to the LWDA in compliance with California Labor Code section 2699(s)(3) and shall simultaneously serve it on Defense Counsel.

10.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Class Counsel and Defense Counsel will jointly appear at the Final Approval Hearing to advocate in favor of approval of the Settlement.

10.3. Duty to Cooperate. If the Court does not grant Final Approval outright, or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together, meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise address the Court's concerns to obtain Final Approval. If the Parties cannot agree on modifications to address the Court's concerns, the Parties may engage the services of Mediator Lisa Klerman to assist in resolving such disputes, with

the costs of such mediation services split equally (50/50) between Plaintiff and Defendants. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.4. Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement for purposes of (i) enforcing the Agreement and/or Judgment, (ii) interpreting the terms of the Agreement and/or Judgment, (iii) addressing settlement administration matters, and (iv) addressing such post-Judgment matters as are permitted by law, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h).

10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Gross Settlement Amount and the scope of the releases set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals filed by objectors. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), the Parties shall expeditiously work together, and in good faith, to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably incurred after remittitur. If the Parties cannot agree on modifications to address the appellate court's concerns, the Parties may engage the services of Mediator Lisa Klerman to assist in resolving such disputes, with the costs of such mediation services split equally (50/50) between Plaintiff and Defendants. An appellate decision to vacate, reverse, or modify the Court's award of Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount remains unchanged.

10.7. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384 (concerning distribution of unclaimed funds), the Parties will work together, and in good faith, to jointly prepare and submit a proposed amended judgment.

10.8. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change to which the Parties do not consent, then this Agreement will be voidable and unenforceable at the option of either Party, and the costs of administration shall be split equally between Plaintiff, on one side, and Defendants, on the other. In such a case, the Parties will revert to their pre-mediation status, and all discovery and pleading deadlines will be reset.

1 **11. ADDITIONAL PROVISIONS.**

2 11.1. Entire Agreement. This Agreement and the attached Exhibits constitute the entirety of
3 the Parties' settlement terms.

4 11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense, and risk of continued
6 litigation. In entering into this Agreement, Defendants do not admit, and specifically
7 deny, they have violated any federal, state, or local law; violated any regulations or
8 guidelines promulgated pursuant to any statute or any other applicable laws,
9 regulations, or legal requirements; breached any contract; violated or breached any
10 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
11 conduct concerning their employees. Neither this Agreement, nor any of its terms or
12 provisions, nor any of the negotiations connected with it, nor any payment made under
13 it, shall be construed as an admission or concession by Defendants of any such
14 violations or failures to comply with any applicable law. Except as necessary in a
15 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
16 provisions shall not be offered or received as evidence in any action or proceeding to
17 establish any liability or admission on the part of Defendants or to establish the
18 existence of any condition constituting a violation of, or a non-compliance with,
19 federal, state, local, or other applicable law. If Final Approval does not occur, the
20 Parties agree that this Agreement, and any treatment of the employees as a class or
21 aggrieved employees for settlement purposes, is void, but remains protected by
22 California Evidence Code section 1152.

23 11.3. Class Certification and Representative Treatment for Settlement Purposes Only. The
24 Parties stipulate to provisional class certification and representative treatment under
25 PAGA for purposes of settlement only. Absent final approval of this Settlement
26
27

Agreement, the Parties will not stipulate to class certification or PAGA representative treatment, and no Party will be estopped as a result of any motion for settlement approval. If final approval of this Settlement Agreement is not granted, Defendants reserve all rights to oppose class certification and PAGA representative treatment, and the Parties will revert to the positions they held before mediation and this Agreement. Further, the Parties stipulate to the payment set forth in this Agreement for purposes of settlement only. If there is no judicial approval for the entirety of this Settlement Agreement, then this Agreement shall be null and void, no payments will be made, and no Party will be estopped from pursuing any arguments or defenses as a result of any motion for settlement approval. The Parties will revert to their positions prior to mediation and this Agreement.

11.4. No Press Releases/Publicity Restrictions. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of this Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website or social media platforms. Even after preliminary approval, if any, the Parties shall not make any press releases or otherwise communicate to the press, media, or public (through social media or otherwise) the fact, amount, or terms of the Settlement.

1 11.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived
3 at this Agreement after arm's-length negotiations conducted in the context of
4 adversarial litigation, taking into account all relevant factors, present and potential. The
5 Parties further acknowledge that they are each represented by competent counsel and
6 that they have had an opportunity to consult with their counsel regarding the fairness
7 and reasonableness of this Settlement.

8 11.6. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement
10 or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict
11 Class Counsel's ability to communicate with Class Members in accordance with Class
12 Counsel's ethical and fiduciary obligations owed to Class Members.

13 11.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
14 together with its attached Exhibits, shall constitute the entire agreement between the
15 Parties relating to the Settlement, superseding any and all oral representations,
16 warranties, covenants, or inducements made to or by any Party.

17 11.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this
20 Agreement to effectuate its terms, and to execute any other documents reasonably
21 required to effectuate the terms of this Agreement, including any amendments to this
22 Agreement.

23 11.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
24 the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents to define all provisions of this
26

Agreement as valid and enforceable. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

11.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

11.11. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Lisa Klerman and/or the Court for resolution. In the event the Parties seek Mediator Lisa Klerman's assistance, the Parties agree to split any applicable mediator costs equally, fifty percent (50%) to be paid by Plaintiff and fifty percent (50%) to be paid by Defendants.

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

11.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are

1 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
2 be relied upon as such within the meaning of United States Treasury Department
3 Circular 230 (31 CFR Part 10, as amended) or otherwise.

4 11.14. Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all
6 Parties or their representatives, and approved by the Court.

7 11.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of each of the Parties.

9 11.16. Applicable Law. All terms and conditions of this Agreement and its Exhibits will be
10 governed by and interpreted according to the internal laws of the State of California,
11 without regard to conflict of law principles.

12 11.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
13 this Agreement. This Agreement will not be construed against any Party on the basis
14 that the Party was the drafter or participated in the drafting.

15 11.18. Confidentiality. To the extent permitted by law, all agreements made and orders entered
16 during the Action and in this Agreement relating to the confidentiality of information
17 shall survive the execution of this Agreement.

18 11.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to
19 California Evidence Code section 1152, and all copies and summaries of the Class Data
20 provided to Class Counsel by Defendants in connection with the mediation, other
21 settlement negotiations, or in connection with the Settlement, may be used only with
22 respect to this Settlement, and no other purpose, and may not be used in any way that
23 violates any existing contractual agreement, statute, or rule of court. Not later than
24 ninety (90) days after the date when the Court discharges the Administrator's obligation
25 to provide a Declaration confirming the final payout of all Settlement funds, Class
26
27
28

Counsel shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

11.22. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States Postal Service mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 Chancellor D. Nobles | E-mail: cnobles@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, Suite 3100
 Los Angeles, California 90017

To Defendants:

Elaine M. Vukadinovich | E-mail: e.vukadinovich@musickpeeler.com
 Dean Takatsuki | E-mail: d.takatsuki@musickpeeler.com
MUSICK, PEELER & GARRETT LLP
 333 South Hope Street, Suite 2900
 Los Angeles, California 90071

Lonnie D. Giamela | E-mail: lgiamela@fisherphillips.com
Kyle J. Ignatius | E-mail: kignatius@fisherphillips.com

FISHER & PHILLIPS LLP

444 South Flower Street, Suite 1500
Los Angeles, California 90071

Diana M. Estrada | E-mail: diana.estrada@wilsonelser.com
Michelle Kang | E-mail: michelle.kang@wilsonelser.com

WILSON ELSE MOSKOWITZ EDELMAN & DICKER LLP

555 South Flower Street, Suite 2900
Los Angeles, California 90071

Philip Allingham | E-mail: philip.allingham@kaufmandolowich.com

KAUFMAN | DOLOWICH

11111 Santa Monica Blvd., Suite 850
Los Angeles, California 90025

11.23. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

11.24. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

11.25. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or Adobe Sign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if

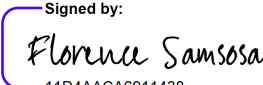
1 counsel for the Parties will exchange between themselves signed counterparts. Any
2 executed counterpart will be admissible in evidence to prove the existence and contents
3 of this Agreement.

4 11.26. Binding Agreement. The Parties warrant that they understand and have full authority to
5 enter into this Settlement, intend that this Agreement will be fully enforceable and
6 binding on all Parties, and agree that it will be admissible and subject to disclosure in
7 any proceeding to enforce its terms, notwithstanding any mediation confidentiality
8 provisions that otherwise might apply under federal or state law. Plaintiff must
9 personally execute this Agreement. An authorized officer or representative of each
10 Defendant must execute this Agreement on behalf of that Defendant. This Agreement
11 shall become binding and enforceable pursuant to California Code of Civil Procedure
12 section 664.6, and the Court retains jurisdiction to enforce the terms of this Agreement.

13 11.27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
15 further agree that upon the signing of this Agreement that pursuant to California Code
16 of Civil Procedure section 583.330 to extend the date to bring a case to trial under
17 California Code of Civil Procedure section 583.310 for the entire period of this
18 settlement process.

Plaintiff & Class Representative:

Dated: 8/14/2026

Signed by:

11D4AACA6911438...
By: _____
Florence Samosa

Plaintiff's Counsel:

Dated: 8/14/2026

MOON LAW GROUP, PC

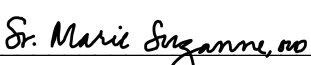
By: _____
Kane Moon
Allen Feghali
Chancellor D. Nobles

Attorneys for Plaintiff Florence Samosa

Defendants:

Dated: July 22 , 2026

MOUNT CARMEL HEALTH MINISTRIES, INC.

By: 
Print Name: Sr. Marie Suzanne, OCD
Title: President

Dated: , 2026

SANTA TERESITA, INC.

By: _____
Print Name: _____
Title: _____

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Florence Samosa

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Chancellor D. Nobles

Attorneys for Plaintiff Florence Samosa

Defendants:

Dated: , 2026

MOUNT CARMEL HEALTH MINISTRIES, INC.

By: _____
Print Name:
Title:

Dated: July 22 , 2026

SANTA TERESITA, INC.

By: Sister Marie Andre, O.C.D.
Print Name: Sister Marie Andre Petit, O.C.D.
Title: Operations Manager

1 Dated: July 22, 2026

MARYCREST MANOR

2 By: S. Veronica Haldonado
3 Print Name: Sister Veronica Haldonado
4 Title: Administrator

5 Dated: _____, 2026

SACRED HEART RETREAT HOUSE, INC.

6
7 By: _____
8 Print Name: _____
9 Title: _____

10
11 Dated: _____, 2026

**CARMELITE SISTERS OF THE MOST
SACRED HEART OF LOS ANGELES**

12
13
14 By: _____
15 Print Name: _____
16 Title: _____
17
18
19
20
21
22
23
24
25
26
27

1 Dated: , 2026

MARYCREST MANOR

2 By: _____
3 Print Name: _____
4 Title: _____

5 Dated: July 22, 2026

SACRED HEART RETREAT HOUSE, INC.

6
7 By: Sister Meredith
8 Print Name: Sister Meredith
9 Title: Administrator

10
11 Dated: , 2026

**CARMELITE SISTERS OF THE MOST
SACRED HEART OF LOS ANGELES**

12
13
14 By: _____
15 Print Name: _____
16 Title: _____
17
18
19
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21
22
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24
25
26
27

1 Dated: , 2026

MARYCREST MANOR

2 By: _____

3 Print Name: _____

4 Title: _____

5 Dated: , 2026

SACRED HEART RETREAT HOUSE, INC.

6 By: _____

7 Print Name: _____

8 Title: _____

9
10
11 Dated: July 23 , 2026

CARMELITE SISTERS OF THE MOST
SACRED HEART OF LOS ANGELES

12
13 By: Mother Gloria Therese Laven

14 Print Name: Mother Gloria Therese Laven

15 Title: President

Defendants' Counsel:

Dated: July 28, 2026

MUSICK, PEELER & GARRETT LLP

By: 

Elaine M. Vukadinovich

Dean Takatsuki

Attorneys for Defendants Mount Carmel Health
Ministries, Inc., and Carmelite Sisters of the Most
Sacred Heart of Los Angeles

Dated: July 28 , 2026

FISHER & PHILLIPS LLP

By: 

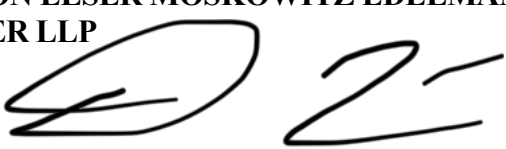
Lonnie D. Giamela

Kyle J. Ignatius

Attorneys for Defendant Santa Teresita, Inc.

Dated: July 23 , 2026

**WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP**

By: 

Diana M. Estrada

Michelle Kang

Attorneys for Defendant Marycrest Manor

Dated: July 23, 2026

KAUFMAN | DOLOWICH

By: 

Philip Allingham

Attorneys for Defendant Sacred Heart Retreat House,
Inc.

Exhibit A

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

Florence Samosa v. Mount Carmel Health Ministries, Inc., et al.
Superior Court of California, County of Los Angeles, Case No. 25STCV20994

NOTICE: All current and former hourly-paid, non-exempt employees of Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles who worked in California at any time from July 15, 2021, to May 22, 2026.

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

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

1. Why have I received this Notice?

The Superior Court of California, County of Los Angeles, has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Florence Samosa ("Plaintiff") and Defendants Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles ("Defendants"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendants' records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all persons who worked for Defendants as an hourly, non-exempt employee at any time during the Class Period" ("Class Members"). The "Class Period" is "July 15, 2021 to May 22, 2026."

In addition, Defendants' records indicate that you are a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "those nonexempt employees, for

settlement purposes, who worked in the PAGA period from July 12, 2024, to May 22, 2026, for Defendants." The "PAGA Period" is July 12, 2024, through May 22, 2026.¹

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, available payments, and how to receive them.

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

2. *What is the case about?*

On July 15, 2025, Plaintiff Florence Samosa initiated a lawsuit against Defendant Mount Carmel Health Ministries, Inc. entitled *Florence Samsosa v. Mount Carmel Health Ministries, Inc., et al.*, Superior Court of California, County of Los Angeles, Case No. 25STCV20994 ("Action"). On September 19, 2025, Plaintiff filed a First Amended Complaint, correcting the spelling of her first name and adding Defendants Santa Teresita, Inc. and Marycrest Manor. On October 8, 2025, Plaintiff added Defendants Sacred Heart Retreat House, Inc. and Carmelite Sisters of the Most Sacred Heart of Los Angeles through Doe amendments.

Plaintiff alleges the following claims against Defendants: (1) failure to pay minimum wages in violation of California Labor Code sections 204, 1194, 1194.2, and 1197; (2) failure to pay overtime compensation in violation of California Labor Code sections 510, 1194, and 1198; (3) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (4) failure to authorize and permit rest breaks in violation of California Labor Code section 226.7; (5) failure to indemnify necessary business expenses in violation of California Labor Code section 2802; (6) failure to timely pay final wages at termination in violation of California Labor Code sections 201-203; (7) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (8) unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and (9) civil penalties based on the foregoing allegations under the California Private Attorneys General Act ("PAGA"), Labor Code sections 2699, *et seq.*

On July 12, 2025, September 15, 2025, and October 8, 2025, Plaintiff submitted to the California Labor and Workforce Development Agency ("LWDA"), and sent via certified mail to Defendants, Notices of Labor Code Violations pursuant to Labor Code section 2699.3(a). These Notices alleged Labor Code violations against Defendants under Labor Code sections 201 through 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802.

Defendants deny each and every allegation raised in the Action and believe they have treated, and continue to treat, Class Members and Aggrieved Employees in accordance with all applicable laws, properly compensated Class Members and Aggrieved Employees, and provided all required meal periods and rest breaks. Defendants maintain they complied at all times with the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate. The final determination of this question will be made at the Final Approval Hearing. Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendants (the "Parties") reached a Settlement that is subject to the Court's final approval.

By settling the Action, Defendants do not admit, concede, or imply that they have engaged in any wrongdoing, and Plaintiff does not concede that any of Defendants' affirmative defenses have merit.

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

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

Class Counsel's contact information is as follows:

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Chancellor D. Nobles (SBN 330081)
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125
E-mail: kmoon@moonlawgroup.com

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

Defendants have agreed to pay a Gross Settlement Amount ("GSA") of \$665,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendants will separately pay their employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., \$221,666.67) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$25,000.00. Defendants will not oppose these requests

The Parties are asking that \$30,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$16,250.00) to be paid to the LWDA and the remaining 35% (i.e., \$8,750.00) to be distributed to Aggrieved Employees through Individual PAGA Payments.

The Administrator estimates that the cost of administering this Settlement will not exceed \$9,890.00.

In addition to the proposed class settlement described in this Notice, Florence Samosa has entered into a separate individual settlement agreement with Defendant. Under that separate agreement, Defendant will pay Plaintiff \$19,000 in exchange for a release of Plaintiff's individual claims against Defendant. This payment is separate from, and is not part of, the class settlement fund available to Class Members.

No portion of the \$19,000 individual settlement payment will be deducted from the settlement fund or otherwise reduce the amount available for distribution to Class Members. Plaintiff is not

seeking, and will not receive, any service award, enhancement award, incentive payment, or similar compensation in connection with serving as the class representative in this action.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments (the "Net Settlement Amount"). The Net Settlement Amount equals the GSA minus Court-approved attorneys' fees and costs, the PAGA allocation to the LWDA, and settlement administration costs.

Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendants in California for at least one day within the Class Period. The Administrator will determine the number of Workweeks each Participating Class Member worked for Defendants, determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then calculate each Participating Class Member's Individual Class Payment by multiplying his or her Workweeks by the value of a single Workweek.

Defendants' records indicate that you worked approximately [REDACTED] **Workweeks**. Accordingly, your Individual Class Payment is estimated to be \$[REDACTED]. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Ten percent (10%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining ninety percent (90%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendants in California for at least one day within the PAGA Period. The Administrator will determine the number of PAGA Pay Periods each Aggrieved Employee worked for Defendants, determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and then calculate each Aggrieved Employee's Individual PAGA Payment by multiplying his or her PAGA Pay Periods by the value of a single PAGA Pay Period.

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

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

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs or timecards) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed in Section 11 below) by email or mail if postmarked no later than **[RESPONSE_DEADLINE]**, 2026. The Administrator will review the information you provide and will make a determination. Defendants' records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

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

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described in Section 9 below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date (which will be 180 days from the date of issuance), your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

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

OPTION 2: Object to the Settlement

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

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (Florence Samosa v. Mount Carmel Health Ministries, Inc., et al. (Los Angeles County Superior Court Case No. 25STCV20994)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement.

Your written Objection must be sent to the Administrator (whose contact information is listed in Section 11 below) by email or mail, if transmitted or postmarked no later than **[RESPONSE_DEADLINE]**, 2026. A copy of any Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for **[FINAL_APPROVAL_HEARING_DATE]**, 2026, at **[FINAL_APPROVAL_HEARING_TIME]** in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

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

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

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

OPTION 3: Exclude Yourself from the Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Florence Samosa v. Mount Carmel Health Ministries, Inc., et al.* (Los Angeles County Superior Court Case No. 25STCV20994)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement.

Your Request for Exclusion must be sent to the Administrator (whose contact information is listed in Section 11 below) by email or mail if postmarked no later than **[RESPONSE DEADLINE]**, 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, will not release any of the Released Class Claims (as defined in Section 9 below), and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined in Section 9 below) even if you submit a timely and valid Request for Exclusion.

7. When is the Final Approval Hearing?

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

The Court will hold a Final Approval Hearing on **[FINAL APPROVAL HEARING DATE]**, 2026, at **[FINAL APPROVAL HEARING TIME]** a.m./p.m. in Department 6 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012.

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

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 6 or verify the hearing date and time for instructions on how to remotely appear or verify the hearing date and time.

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

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

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

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of herself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to provide one day's rest in seven, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) failure to indemnify necessary business expenses, (9) failure to pay all vacation wages at termination, (10) failure to pay all earned wages twice per month, (11) unfair business practices, (12) statutory penalties of any nature, (13) interest, (14) attorneys' fees and costs, and (15) any other claims arising out of or related to the Complaint filed in the Action during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of herself and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorneys General Act of 2004, which were alleged or could have been alleged in Plaintiff's PAGA Notices to the LWDA and in Plaintiff's operative Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2800, and 2802, for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to maintain accurate records, failure to indemnify necessary business expenses, failure to provide one day's rest in seven, failure to pay all accrued vacation wages at termination, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, and failure to pay all earned wages twice per month ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, Aggrieved Employees who exclude themselves from the class action component of the Settlement shall nonetheless receive a payment for the amount of each such individual's estimated share of the Individual PAGA Payment and shall have released PAGA claims.

AGGRIEVED EMPLOYEES CANNOT OPT OUT OF THE PAGA SETTLEMENT OR THE

RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT.

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

Released Parties: The "Released Parties" means Defendants Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles, together with their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns, and their past, present, and future officers, directors, shareholders, members, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, and administrators.

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

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Void Date will be 180 days from the date of issuance. The Administrator will also replace any tax forms (W-2 or 1099) that you have lost.

After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

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

11. *How can I get more information?*

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the Declaration of **[DECLARATION_NAME]** in Support of Motion for Preliminary Settlement Approval, filed on **[FILING DATE]**.

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012.

You may also access the records online through the Court's public access system.

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

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

Florence Samosa v. Mount Carmel Health Ministries, Inc., et al.
c/o [SETTLEMENT_ADMINISTRATOR_NAME]
[SETTLEMENT_ADMINISTRATOR_ADDRESS_LINE_1]

[SETTLEMENT_ADMINISTRATOR_ADDRESS_LINE_2]

[SETTLEMENT_ADMINISTRATOR_PHONE] | [SETTLEMENT_ADMINISTRATOR_EMAIL]

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