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SHADEA BRADLEY and GREGORY JOHNSON

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

SHADEA BRADLEY, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

NATIVE AMERICAN HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV011617

*Assigned for all purposes to the Honorable
Evelio Grillo, Dept. 21*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 23, 2022
Trial Date: Not set

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1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiffs Shadea Bradley and Gregory Johnson, individually and on behalf of the Class, and
4 Defendant Native American Health Center, Inc.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
7 and PAGA Settlement.

8 2. “Action” refers to the court action entitled *Shadea Bradley v. Native American Health*
9 *Center, Inc.*, Alameda County Superior Court Case No. 22CV011617.

10 3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and
11 Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Elizabeth Parker-Fawley of Lawyers for Justice,
12 PC, who will seek to be appointed as counsel for the Class.

13 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
14 and resolution of the Action and their expenses and costs incurred in connection with the Action,
15 which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not
16 to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e. Five Hundred Fifty-Eight
17 Thousand Two Hundred Fifty Dollars and Zero Cents (\$558,250.00), and the reimbursement costs and
18 expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand
19 Dollars and Zero Cents (\$30,000.00), subject to the Court’s approval. Defendant has agreed not to
20 oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set
21 forth above.

22 5. “Class List” means a complete list of all Class Members and PAGA Members that
23 Defendant will diligently and in good faith compile from their records and provide to the Settlement
24 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The
25 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class
26 Members’ and PAGA Members’: (1) full name; (2) last known home address; (3) last known telephone
27 number; (4) social security number; (5) start and end dates of active employment as a non-exempt
28 employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7)

total Workweeks during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt employees of Defendant Native American Health Center, Inc. who were employed by Defendant in the State of California at any time during the Class Period.

7. “Class Period” means the period commencing on May 23, 2018 and ending on the earlier of: (a) 60 days from the execution by both parties of the long form settlement agreement, or (b) the date of preliminary approval.

8. “Class Representative Enhancement Payments” means the amount that the Court authorizes to be paid to Plaintiffs Shadea Bradley and Gregory Johnson, in addition to their Individual Class Payments and Individual PAGA Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Actions and in exchange for the General Release of their claims as provided herein.

9. “Court” means the Superior Court of the State of California for the County of Alameda.

10. “Defendant” refers to Native American Health Center, Inc.

11. “Defendant’s counsel” means Gilbert Tsai, Molly Kaban, and Rachel Vinson of Hanson Bridgett LLP.

12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

13. “Final Approval” means the date the Court enters an order granting final approval of the Settlement Agreement.

1 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
2 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of
3 California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court,
4 Rule 3.769(a).

5 15. “Gross Settlement Amount” means the sum of One Million Five Hundred Ninety-Five
6 Thousand Dollars and Zero Cents (\$1,595,000.00) to be paid by Defendant in full satisfaction of all
7 of Defendant’s liabilities in the Action, including Class Counsel’s Fees and Costs, Class
8 Representative Enhancement Payments, Payments to Class Members, PAGA Penalties, and
9 Settlement Administration Costs. The Gross Settlement Amount does not include any employer-side
10 taxes and withholdings, which will be calculated by the Settlement Administrator and separately paid
11 for by Defendant.

12 16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of
13 the Net Settlement Amount.

14 17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25%
15 portion of PAGA Penalties to be paid to PAGA Members.

16 18. “LWDA Letter” refers to the notice letter submitted to the LWDA by Plaintiff Gregory
17 Johnson on January 27, 2023.

18 19. “Net Settlement Amount” means the funds available for payments to Class Members,
19 which shall be the amount remaining after the following amounts are deducted from the Gross
20 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration
21 Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Penalties to
22 the LWDA and PAGA Members.

23 20. “Notice” means the Notice of Class Action Settlement in a form substantially similar
24 to the form attached hereto as Exhibit A, that will be mailed to Class Members’ and PAGA Members’
25 last known addresses and which will provide Class Members and PAGA Members with information
26 regarding the Actions and information regarding the settlement of the Actions.

27 21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal.
28 Lab. Code §§ 2698, *et seq.*

1 22. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order
2 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et
3 seq.)(“PAGA”). The Parties have agreed that One Hundred Thousand Dollars (\$100,000.00) of the
4 Gross Settlement Amount will be allocated to the resolution of Plaintiffs’ PAGA Claims. Seventy Five
5 Percent (75%) of this amount (\$75,000.00) will be paid to the California Labor and Workforce
6 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of
7 this amount (\$25,000.00), will be distributed to PAGA Members. PAGA Members will receive
8 payment from the employee portion of the PAGA Penalties regardless of their decision to participate
9 in the class action if the PAGA Penalties are approved by the Court.

10 23. “PAGA Period” means the period commencing on January 27, 2022, and ending on the
11 earlier of: (a) 60 days from the date of execution by both parties of the long form settlement agreement,
12 or (b) the date of preliminary approval.

13 24. “PAGA Members” means all current and former non-exempt employees of Defendant
14 who were employed by Defendant in the state of California at any time during the PAGA Period.

15 25. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either
16 Plaintiffs or Defendant, individually.

17 26. “Participating Class Members” means all Class Members who do not submit valid and
18 timely Requests for Exclusion.

19 27. “Plaintiffs” means Plaintiffs Shadea Bradley and Gregory Johnson, who will seek to be
20 appointed as representatives for the Class.

21 28. “Preliminary Approval” means the date the Court enters an order granting preliminary
22 approval of the Settlement Agreement.

23 29. “Objection” means a Class Member’s valid and timely written objection to the
24 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
25 address, telephone number, last four digits of the employee’s social security number or employee ID
26 number, and (b) a written statement of all grounds for the objection accompanied by legal support, if
27 any, for such objection.
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1 30. “Released Class Claims” means all claims rights, demands, liabilities, and causes of
2 action, alleged in the Action or that could have been alleged based on the facts alleged in the Action
3 arising during the Class Period, including but not limited to claims under the California Labor Code,
4 California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law,
5 for unpaid overtime, failure to provide meal periods and associated premium wages, failure to provide
6 rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages,
7 failure to timely pay wages during employment, failure to provide itemized wage statements, failure
8 to keep requisite payroll records, and failure to reimburse business expenses, including violations
9 under California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197,
10 1197.1, 1198, 2800 and 2802, and derivative claims for unfair or unlawful business practices under
11 California Business & Professions Code section 17200, et seq.

12 31. “Released PAGA Claims” means all claims, rights, demands, liabilities and causes of
13 actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004,
14 Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to
15 have, against Released Parties, based on the facts and legal theories contained the PAGA Letter,
16 including claims for civil penalties based on unpaid overtime, failure to provide meal periods and
17 associate premium wages, failure to provide rest periods and associated premium wages, unpaid
18 minimum wages, failure to timely pay final wages, failure to timely pay wages during employment,
19 failure to provide itemized wage statements, failure to keep requisite payroll records, failure to provide
20 one day rest in seven, and failure to reimburse business expenses, including violations under California
21 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1,
22 1198, 2800 and 2802 and the Industrial Welfare Commission Orders.

23 32. “Released Parties” means Defendant Native American Health Center, Inc. and its past,
24 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
25 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
26 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

27 33. “Request for Exclusion” means a valid and timely written statement submitted by a
28 Class Member requesting to be excluded from the Action.

1 34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
2 mails Notice to Class Members, which shall be the last date on which Class Members may submit
3 Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement
4 Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal
5 holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is
6 open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15)
7 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless
8 the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
9 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also
10 be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no
11 circumstances, however, will the Settlement Administrator have the authority to unilaterally extend
12 the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

13 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

14 36. “Settlement Administrator” means Simpluris, Inc. The Parties each represent that they
15 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
16 with the Settlement Administrator that could create a conflict of interest.

17 37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
18 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
19 to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class
20 member Workweeks from the information contained in the Class List, calculating each Participating
21 Class Member’s Individual Class Payment, calculating each PAGA Member’s Individual PAGA
22 Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
23 declarations, and other duties and responsibilities set forth herein to process this Settlement. It is
24 currently estimated that Settlement Administration Costs are Eleven Thousand Seven Hundred and
25 Twenty-Eight Dollars and Zero Cents (\$11,728.00).

26 38. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
27 ending on Saturday) in which a Class Member or PAGA Member worked at least 3 or more days for
28 Defendant.

RECITALS

39. On May 23, 2022, Plaintiff Shadea Bradley filed a putative class action complaint against Defendant in the Superior Court for the State of California, County of Alameda entitled *Shadea Bradley v. Native American Health Center, Inc.*, Case No. 22CV011617, alleging the following ten (10) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq.

40. On January 27, 2023, Plaintiff Gregory Johnson gave timely written notice to the California Labor Workforce Development Agency of Defendant's alleged violations of the California Labor Code and of his intent to seek civil penalties pursuant to PAGA.

41. Defendant denies the allegations in the complaint in the Action and PAGA Letter, denies any failure to comply with the laws identified in in the operative complaints in the Action and PAGA Letter, and denies any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Letter.

42. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of this Action, and agreed to engage in private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, serving formal written discovery, obtaining the names and contact information of putative class members pursuant to a *Belaire-West* notice, the exchange of informal discovery, review of numerous corporate policies and practices, interviewing putative class members regarding the alleged violations, and analyzing a 25% sampling

1 of the time and payroll records for the putative class. Class Counsel's investigation was sufficient to
2 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th
3 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

4 43. On February 27, 2023, the Parties participated in a private mediation with Monique
5 Ngo-Bonnici, Esq., a respected mediator with extensive experience in complex wage and hour
6 litigation. Ms. Ngo-Bonnici's supervision of the mediation and negotiations was critical in managing
7 the expectations of the Parties, and in providing a useful and neutral analysis of the case to both sides.
8 After a full day of negotiations, Ms. Ngo-Bonnici issued a mediator's proposal which was
9 subsequently accepted by all Parties, the material terms are now fully memorialized in this Agreement.

10 44. The settlement discussions during and after mediation were conducted at arms-length,
11 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
12 in relation to the costs and risks associated with continued litigation.

13 45. Based on data produced pursuant to discovery, as well as Class Counsel's own
14 independent investigation and evaluation, Plaintiffs and Class Counsel believe that the Settlement for
15 the consideration and terms set forth in this Agreement is fair, reasonable and adequate, and is in the
16 best interests of the Class in light of all known facts and circumstances.

17 46. This Agreement is made and entered into by and between Plaintiffs individually and
18 on behalf of the Settlement Class, and Defendant, and is subject to the terms and conditions hereof,
19 and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely
20 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
21 of liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be
22 of no force or effect, and the Parties shall be returned to their original respective positions.

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1 **TERMS OF AGREEMENT**

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

4 47. Filing of First Amended Complaint: Prior to and/or in conjunction with the filing of
5 Plaintiffs' Motion for Preliminary Approval, the Parties shall file a stipulation and order to allow for
6 the filing of a First Amended Complaint that: (1) adds Gregory Johnson as an additional named
7 plaintiff, (2) adds allegations regarding alleged violations of Labor Code section 221; and (3) adds a
8 representative cause of action for civil penalties under PAGA.

9 48. Class Certification for Settlement Purposes: Solely for purposes of Settlement of the
10 Action, the Parties stipulate and agree that the requirements for establishing class certification with
11 respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties
12 further agree to the designation of Parker & Minne, LLP and Lawyers for Justice, P.C. as counsel for
13 the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing
14 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
15 admissible in connection with, the issue of whether a class should be certified in a non-settlement
16 context in this Action.

17 49. Confirmatory Discovery Regarding Class Size: The Parties agree that this Agreement
18 is conditioned upon Defendant providing confirmatory discovery to Class Counsel evidencing that the
19 total number of Workweeks for the Class as of January 1, 2023 does not exceed 51,000. Defendant
20 shall provide this confirmatory documentation to Class Counsel no later than five (5) business days
21 after the execution of this Agreement by all Parties. This is a material term of the Agreement, and if
22 Defendant fails to comply, Plaintiffs shall have the right to void the Agreement.

23 50. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all
24 applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of
25 the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the
26 Individual Class Payments, the Class Representative Enhancement Payments, Class Counsel's Fees
27 and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this
28 Agreement. Except for any employer-side taxes due on the Individual Class Payments, or as a result

of an increase in the number of workweeks as set forth in Paragraph 51 below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

51. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that Class Members worked a total of 51,000 Workweeks between May 23, 2018 to January 1, 2023 ("Certified Workweek Amount"). Should the actual number of Workweeks for Class Members between May 23, 2018 to January 1, 2023 exceed the Certified Workweek Amount by more than ten percent (10%), the Gross Settlement Amount to be paid by shall increase on a *pro-rata* basis equal to the percentage increase between the Certified Workweek Amount and the number of actual Workweeks worked by the Class Members. For example, if the number of actual Workweeks increases by 11% to 56,610 Workweeks, the Gross Settlement Amount will increase by 1%.

52. Funding of the Gross Settlement Amount: Within fifteen (15) calendar days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all applicable employer-side payroll taxes into a Qualified Settlement Fund to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

53. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and Workforce Development Agency; (d) the Class Representative Enhancement Payments; (e) Class Counsel's Fees and Costs; and (f) Settlement Administration Costs.

54. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, i.e. Five Hundred Fifty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$558,250.00), plus the reimbursement of costs and expenses associated with the litigation and

1 settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents
2 (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the
3 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net
4 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

5 55. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
6 to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Seven
7 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each for Plaintiffs Shadea Bradley and
8 Gregory Johnson. The Class Representative Enhancement Payments are in exchange for the General
9 Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and
10 prosecuting the Actions. Any portion of the requested Class Representative Enhancement Payments
11 that is not awarded to Plaintiffs shall be reallocated to the Net Settlement Amount and distributed to
12 Participating Class Members as provided in this Agreement.

13 56. Settlement Administration Costs: The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments from the Gross
15 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
16 currently estimated to be Eleven Thousand Seven Hundred and Twenty-Eight Dollars and Zero Cents
17 (\$11,728.00). The Parties acknowledge that Settlement Administration Costs may increase above the
18 current estimate of \$11,728.00 and that any such additional Settlement Administration Costs will be
19 taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration
20 Costs that are not awarded to the Settlement Administrator or which are not ultimately required to
21 complete administration of the Settlement shall be reallocated to the Net Settlement Amount and
22 distributed to Participating Class Members as provided in this Agreement.

23 57. PAGA Penalties: One Hundred Thousand Dollars (\$100,000.00) shall be allocated
24 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The
25 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Seventy-
26 Five Thousand Five Hundred Dollars (\$75,000.00), to the California Labor and Workforce
27 Development Agency ("LWDA"). The Settlement Administrator shall distribute twenty-five percent
28 (25%) or Twenty-Five Thousand Dollars (\$25,000), to PAGA Members on a *pro rata* basis based on

the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

58. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Class Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,595,000.00
Enhancement Payments:	\$	15,000.00
Class Counsel's Fees:	\$	558,250.00
Class Counsel's Costs:	\$	30,000.00
PAGA Penalties	\$	100,000.00
Settlement Administration Costs:	\$	11,728.00
Estimated Net Settlement Amount	\$	\$880,022.00

59. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment.

60. Tax Allocation of Individual Class Payments: Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Class Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator

1 61. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a
2 pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.
3 Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members
4 by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
5 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA
6 Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment
7 ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each
8 PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual
9 PAGA Payment regardless of whether submit a Request for Exclusion.

10 62. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not
11 subjected to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

12 63. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating
13 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,
14 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
15 Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
16 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
17 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
18 amounts to which any Class Members may be entitled under any benefit plans.

19 64. Settlement Administration Process: The Parties agree to cooperate in the administration
20 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
21 incurred in administration of the Settlement. The Settlement Administrator will provide the following
22 services:

- 23 a) Establish and maintain a Qualified Settlement Fund.
- 24 b) Calculate the Individual Class Payment each Participating Class Member is
25 eligible to receive.
- 26 c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 27 d) Print and mail the Notice in both Spanish and English.
- 28 e) Conduct additional address searches for mailed Notices that are returned as

undeliverable.

- f) Process Objections and Requests for Exclusion.
- g) Field inquiries from Class Members.
- h) Print and issue and issue Settlement Payment Checks.
- i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- j) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- k) Provide weekly status reports to counsel for the Parties.
- l) Posting a notice of final judgment online at Settlement Administrator's website.

65. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiffs shall have the right to void the Agreement.

66. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

67. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same

1 within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members
2 who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a)
3 an additional fifteen (15) calendar days or (b) the Response Deadline to submit a Request for Exclusion
4 or an objection to the Settlement via mail, facsimile, or e-mail.

5 68. Notice: All Class Members will be mailed a Notice in English and Spanish,
6 substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information
7 regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Class
8 definition; (d) the total number of Workweeks each respective Class Member worked for Defendant
9 during the Settlement Class Period; (e) each Class Member's estimated Individual Class Payment and
10 the formula for calculating Individual Class Payments; (f) each PAGA Members' estimated Individual
11 PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which
12 comprise the Class Period; (h) the deadlines by which the Class Member must email, fax, or postmark
13 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be
14 released, as set forth herein; and (j) the date for the Final Approval hearing.

15 69. Disputed Information on Notice: Class Members will have an opportunity to dispute
16 the information provided in their Notice. To the extent Class Members dispute the number of
17 Workweeks with which they have been credited or the amount of their Individual Class Payments,
18 Class Members may produce evidence to the Settlement Administrator showing that such information
19 is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
20 determinative. However, if a Class Member produces evidence to the contrary by the Response
21 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will
22 make the final decision as to the number of eligible Workweeks that should be applied and/or the
23 Individual Class Payments to which the Class Member may be entitled. If the Parties are unable to
24 resolve the dispute, the Settlement Administrator will be the final arbiter of the Workweeks for each
25 Class Member during the Class Period, based on the information provided to it.

26 70. Defective Submissions: If a Class Member's Request for Exclusion is defective as to
27 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
28 The Settlement 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) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

71. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Actions must sign and return a written Request for Exclusion to the Settlement Administrator by the Response Deadline via email, facsimile or mail. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Bradley v. Native American Health Center, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Actions will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

72. Defendant's Right to Rescind: If more than ten percent (10%) of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement, and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right, and must make clear their intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to

rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

73. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final Approval Order and Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed Final Approval Order and Judgment submitted to the Court.

74. Objection Procedures: To object to the Settlement, a Participating Class Member must email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and the specific reason including any legal grounds for the Participating Class Member's objection. The email, facsimile, or postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

75. Reminders: Not earlier than twenty (20) days or later than thirty (30) days after the initial mailing, the Settlement Administrator will send a Reminder Postcard to all Class Members who have not returned a Request for Exclusion. All Reminder Postcards will include the Response Deadline, and the contact information for Class Counsel and the Settlement Administrator.

76. Weekly Reports Regarding Settlement Administration: The Settlement Administrator

1 will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
2 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices
3 returned and re-mailed; and (c) whether any Class Member has submitted any Objections, Requests
4 for Exclusions, or any challenges to any information contained in the Notice. Additionally, the
5 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
6 administration of the Settlement Agreement as needed or requested.

7 77. Compliance Declaration by Settlement Administrator: Within two weeks of the
8 Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel
9 and Defendant's counsel attesting to its due diligence and compliance with all of its obligations under
10 this Agreement, including, but not limited to, the mailing of the Notice, the Notices returned as
11 undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals
12 who submitted timely and valid Requests for Exclusion from Settlement, and the number of written
13 objections to the Settlement. The Administrator shall also provide to Class Counsel and Defense
14 Counsel authenticated copies of every written objection and Request for Exclusion that it received.
15 The Administrator will supplement its declaration as needed or requested by the Parties and/or the
16 Court.

17 78. Payment Schedule for All Court Approved Settlement payments: Within three (3)
18 business days of the Court granting Final Approval, the Settlement Administrator will calculate all
19 payments due, and shall provide Defendant's Counsel and Class Counsel with a report on all
20 disbursements to be made under the Settlement.

21 79. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
22 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
23 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
24 Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed
25 funds, subject to Court approval, shall be distributed to the Controller of the State of California to be
26 held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
27 those Participating Class Members and PAGA Members who did not cash their checks until such time
28 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"

1 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
2 Participating Class Members and PAGA Members, whether or not they all cash their Individual Class
3 Payment checks or Individual PAGA Payment checks. Therefore, Defendant will not be required to
4 pay any interest on such amounts. The Individual Class Payment checks provided to Participating
5 Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently
6 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
7 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
8 Class Payment and/or Individual PAGA Payment. Expired Individual Class Payments and expired
9 Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the
10 Parties in writing. The parties agree no unclaimed funds will result from the settlement.

11 80. Administration of Taxes by the Settlement Administrator: The Settlement
12 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
13 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
14 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
15 taxes and penalties to the appropriate government authorities.

16 81. Final Distribution Report and Declaration by Settlement Administrator: Within 10 days
17 after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the
18 Administrator will provide Class Counsel and Defense Counsel with a final report detailing its
19 disbursements by employee identification number only of all payments made under this Agreement.
20 At least 14 days before any deadline set by the Court, the Settlement Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration under oath suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is
23 responsible for filing the Settlement Administrator's Declaration with the Court.

24 82. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
25 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying
26 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
27 this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely
28 responsible for the payment of any taxes and penalties assessed on the payments described herein.

1 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
2 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,
3 shall be paid separate and apart from the Gross Settlement Amount.

4 83. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
5 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, and
6 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
7 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
8 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
9 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
10 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
11 own, independent legal and tax counsel for advice (including tax advice) in connection with this
12 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
13 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication
14 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
15 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
16 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
17 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
18 treatment or tax structure of any transaction, including any transaction contemplated by this
19 Agreement.

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

24 85. Release by Participating Class Members: Upon the complete funding of the Gross
25 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
26 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
27 for the Class Period. This release shall be binding on all Participating Class Members.

28 86. Release by PAGA Members, the LWDA and the State of California: Upon the complete

funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California shall fully release and discharge the Released Parties from any and all Released PAGA Claims for the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the class settlement. PAGA Members who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to PAGA during the PAGA Period.

87. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount, Plaintiffs agree—on behalf of themselves only—to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor

Code Sections 132(a) and 4553).

88. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendant's employment of Plaintiffs, Defendant shall only provide the requested Plaintiffs' dates of employment, job titles during employment, and final rate of pay. Defendant shall not refer to the Actions or this Settlement.

89. Preliminary Approval Hearing: Promptly upon execution of this Settlement Agreement, Plaintiffs shall file a Motion for Preliminary Approval requesting the entry of an order as follows:

- a. Granting preliminary approval of the Settlement Agreement;
- b. Certifying the Class for the purpose of Settlement;
- c. Approving, as to form and content, the proposed Notice;
- d. Approving the manner and method for Class Members to request exclusion from the Stipulation of Settlement as contained herein and within the Notice;
- e. Directing the mailing of the Notice and Reminder Postcards to the Class Members, in accordance with the Agreement; and
- f. Setting a date for a Final Approval Hearing.

In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiffs' motion for preliminary approval or delay the hearing thereon. This is a material term of the Agreement and any delay or opposition by Defendant will be grounds for Plaintiffs to withdraw from the Agreement.

90. Final Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) PAGA Penalties; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payments; and (e) the Settlement Administration Costs. Class Counsel will be

1 responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be
2 responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval
3 Hearing and shall submit to the Court a Proposed Final Approval Order as follows:

- 4 a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and
5 adequate, and directing consummation of its terms and provisions;
- 6 b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- 7 c. Approving the Class Representative Enhancement Payments to Plaintiffs;
- 8 d. Setting a date when the parties shall report to the Court the total amount that was
9 actually paid to the Class Members; and
- 10 e. Entering Final Approval Order and Judgment in this Action consistent with this
11 Agreement.

12 Defendant agrees that it will not oppose Plaintiffs' Motion for Final Approval and Attorneys' Fees
13 and Costs consistent with the terms herein.

14 91. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
15 Court or after the Final Approval Hearing, the Parties will present the Final Approval Order and
16 Judgment to the Court for its approval. After entry of the Final Approval Order and Judgment, the
17 Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
18 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
19 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

20 92. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's
21 counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the
22 Court. In the event that: (a) the Court does not grant Preliminary or Final Approval of the Settlement
23 as provided herein; (b) the Court strikes or does not approve any material term of this Settlement
24 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any
25 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will
26 be null and void, all amounts deposited into the Qualified Settlement Fund will be returned to Defendant,
27 and the Parties shall be returned to their original respective positions prior to the Settlement and shall
28 proceed in all respects as if this Settlement Agreement had not been executed. Any order or judgment

1 entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from
2 the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort
3 to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under
4 this provision. The Parties further agree that they will return to and attend mediation with Monique
5 Ngo-Bonnici in an effort to reach a settlement that may be approved by the Court.

6 93. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
7 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
8 Any Exhibits to this Settlement are an integral part of the Settlement.

9 94. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties.

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

14 96. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
16 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
17 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
18 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
19 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
20 unable to reach agreement on the form or content of any document needed to implement the
21 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
22 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23 97. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
24 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 98. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
26 will be governed by and interpreted according to the laws of the State of California.

27 99. Execution and Counterparts: This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Settlement Agreement may be executed in one or more

1 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
2 the signature page, will be deemed to be one and the same instrument provided that counsel for the
3 Parties will exchange among themselves original signed counterparts.

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

10 101. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
11 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
12 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

13 102. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
14 certification for purposes of this Settlement only; except, however, that either party may appeal any
15 court order that materially alters the Settlement Agreement's terms.

16 103. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
17 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
18 not approved, the stipulation to certification will be void. The Parties further agree that certification
19 for purposes of the Settlement is not an admission that class action certification is proper under the
20 standards applied to contested certification motions and that this Agreement will not be admissible in
21 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
22 Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

23 104. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
24 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
25 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
26 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
27 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
28 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful

1 conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions,
2 nor any of the negotiations connected with it, shall be construed as an admission or concession by
3 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
4 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
5 shall not be offered or received as evidence in any action or proceeding to establish any liability or
6 admission on the part of Defendant or to establish the existence of any condition constituting a
7 violation of, or a non-compliance with, federal, state, local or other applicable law.

8 105. Captions: The captions and section numbers in this Agreement are inserted for the
9 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
10 provisions of this Agreement.

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

15 107. Enforcement Action: In the event that one or more of the Parties institutes any legal
16 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
17 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
18 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
19 including expert witness fees incurred in connection with any enforcement actions.

20 108. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
21 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
22 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
23 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
24 all Parties have contributed to the preparation of this Settlement Agreement.

25 109. Representation By Counsel: The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
27 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
28 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

110. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

111. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers or Pick Up Stix agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

112. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel from referring to the Settlement or the Action in support of their adequacy as counsel for the putative class or to justify an award of attorneys' fees.

113. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

///

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: 04/26/2023

By: 
Shadea Bradley (Apr 26, 2023 19:17 PDT)
Plaintiff Shadea Bradley

4
5
6 Dated:

By: _____
Plaintiff Gregory Johnson

7
8
9 Dated:

By: _____
Name: _____
Title: _____
For Defendant Native American Health Center,
Inc.

10
11
12
13
14 **APPROVED AS TO FORM ONLY:**

15
16 Dated:

PARKER & MINNE, LLP

17
18 By: _____
S. Emi Minne
Attorneys for Plaintiffs

19
20 Dated:

HANSON BRIDGETT LLP

21
22 By: _____
Gilbert Tsai
Molly Kaban
Rachel Vinson
Attorneys for Defendant
NATIVE AMERICAN HEALTH CENTER,
INC.

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated:

By:

Plaintiff Shadea Bradley

4
5
6 Dated: 04/28/2023

By:

Gregory Johnson

Gregory Johnson (Apr 28, 2023 06:49 PDT)

Plaintiff Gregory Johnson

7
8
9 Dated:

By:

Name: _____

Title: _____

For Defendant Native American Health Center,
Inc.

10
11
12
13
14 **APPROVED AS TO FORM ONLY:**

15
16 Dated:

PARKER & MINNE, LLP

17
18 By:

S. Emi Minne

Attorneys for Plaintiffs

19
20 Dated:

HANSON BRIDGETT LLP

21
22 By:

Gilbert Tsai

Molly Kaban

Rachel Vinson

Attorneys for Defendant

NATIVE AMERICAN HEALTH CENTER,
INC.

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: By: _____
4 Plaintiff Shadea Bradley

5
6 Dated: By: _____
7 Plaintiff Gregory Johnson

8
9 Dated: By: _____
10 Name: _____
11 Title: _____
12 For Defendant Native American Health Center,
13 Inc.

14 **APPROVED AS TO FORM ONLY:**

15
16 Dated: April 28, 2023 **PARKER & MINNE, LLP**
17 
18 By: _____
19 S. Emi Minne
Attorneys for Plaintiffs

20 Dated: **HANSON BRIDGETT LLP**
21
22 By: _____
23 Gilbert Tsai
24 Molly Kaban
25 Rachel Vinson
26 Attorneys for Defendant
27 NATIVE AMERICAN HEALTH CENTER,
28 INC.

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated:

By:

Plaintiff Shadea Bradley

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5
6 Dated:

By:

Plaintiff Gregory Johnson

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9 Dated: April 28, 2023

By:

Natalie Aguilera
Name: Natalie Aguilera
Title: Chief Executive Officer, Interim
For Defendant Native American Health Center,
Inc.

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14 **APPROVED AS TO FORM ONLY:**

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16 Dated:

PARKER & MINNE, LLP

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18 By:

S. Emi Minne
Attorneys for Plaintiffs

19
20 Dated: April 28, 2023

HANSON BRIDGETT LLP

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22 By:

Gilbert Tsai
Gilbert Tsai
Molly Kaban
Rachel Vinson
Attorneys for Defendant
NATIVE AMERICAN HEALTH CENTER,
INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shadea Bradley v. Native American Health Center, Inc.

Alameda Superior Court, Case No. 22CV011617

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt or hourly-paid employees who are or were employed by Native American Health Center, Inc. in the State of California at any time from May 23, 2018, through [Class Period Cut-Off Date].

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Native American Health Center, Inc. ("Defendant") on May 23, 2022 in the Alameda County Superior Court, Case No. 22CV011617 ("Lawsuit"). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiff alleged that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Class Members are entitled to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit was amended to add an additional Plaintiff and to seek civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Shadea Bradley and Gregory Johnson, also known as "Plaintiffs"), sue on behalf of people who appear to have similar claims (in this case, all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from May 23, 2018 through [Class Period Cut-Off Date]). All these people are referred to in this Notice as "Class Members." In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Alameda County Superior Court is overseeing this class action.

3. Why is there a settlement?

The Court has not decided in favor of either the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Shadea Bradley and Gregory Johnson as the Class Representatives, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between May 23, 2018 through [Class Period Cut-Off Date].

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Five Hundred Ninety-Five Dollars (\$1,595,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Five Hundred Fifty-Eight Thousand Two Hundred Fifty Dollars (\$558,250.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payments** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Seven Hundred and Twenty-Eight Dollars and Zero Cents (\$11,728.00); and
- E. **PAGA Penalties** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$75,000) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$25,000) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from January 27, 2022 to **[PAGA Period Cut-Off Date]** (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 23, 2018 through **[Class Period Cut-Off Date]** (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from January 27, 2022, through **[Class Period Cut-Off Date]**. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant’s Records, you worked:

[] workweeks during the Class Period (May 23, 2018, through **[Class Period Cut-Off Date]**); and
[] workweeks during the PAGA Period (January 27, 2022 through **[Class Period Cut-Off Date]**).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ [REDACTED], and your Individual PAGA Payment (if applicable) is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment between May 23, 2018 through [Class Period Cut-Off Date], and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

SIMPLURIS, INC.

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Native American Health Center, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers

The "Released Class Claims" means all claims rights, demands, liabilities, and causes of action, alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California

Business & Professions Code section 17200, et seq. The Released Class Claims pertains to the period of May 23, 2018, through [Class Period Cut-Off Date].

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, based on the facts and legal theories contained the PAGA Letter, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and the Industrial Welfare Commission Orders. (“Released PAGA Claims”). The Released PAGA Claims pertains to the period of January 27, 2022 through [PAGA Period Cut-Off Date]. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Bradley v. Native American Health Center, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by [Response Deadline]. You cannot exclude yourself by phone.

SIMPLURIS, INC.

[Address]

[Telephone No.]

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between January 27, 2022 through [Class Period Cut-Off Date], in which case you will still receive your Individual PAGA Payment for Released PAGA Claims.) But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$558,250.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2023], at the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances is typically listed Court's tentative ruling on the Motion for Final Approval, which can be found by searching for the case number (22CV011617) at the Court's eCourt Public Portal at <https://portal.alameda.courts.ca.gov/>. Tentative rulings are typically posted the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.simpluris.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.simpluris.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's eCourt Public Portal at <https://portal.alameda.courts.ca.gov/>, and searching for case number 22CV011617. If you use the eCourt Public Portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**