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THE SETTLEMENT CLASS AND AGGRIEVED EMPLOYEES

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

INGRID RAGOOBAR, AMBER UGARTE,
MARKI HENDERSON, AND THE
CALIFORNIA NURSES ASSOCIATION,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 23CV037410

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

Judge: Hon. Joscelyn Jones
Dept.: 19

Complaint Filed: June 30, 2023

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1 This Joint Stipulation of PAGA Settlement and Release (“**Agreement**” or “**Stipulation**”)
2 is made by and between Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki Henderson, on
3 behalf of themselves and members of the Settlement Class, as defined below, and as proxies for
4 the State of California (“**Plaintiffs**”), on the one hand, and Defendant Sutter Health
5 (“**Defendant**”), on the other hand (collectively, “**the Parties**”), in the above-captioned matter.

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **DEFINITIONS**

8 1. In addition to the terms defined above, the terms below shall have the following
9 meanings:

10 A. “**Action**” means Plaintiffs’ lawsuit captioned *Ingrid Ragoobar, Amber Ugarte,*
11 *and Marki Henderson, Plaintiffs, vs. Sutter Health, Defendant,* filed on June 30, 2023, in
12 Alameda County Superior Court, Case 23CV037410.

13 B. “**Class**” or “**Settlement Class**” means all hourly, non-exempt employees
14 employed by Defendant and its affiliates in California who were issued incorrect pay or incorrect
15 wage statements at any time between July 1, 2022, and December 31, 2022, due to Sutter’s
16 transition to Workday payroll software. The Parties estimate that the Class consists of
17 approximately 17,500 current and former California non-exempt employees of Sutter Health and
18 its related entities. Based on all reasonable due diligence, the Parties believe that this matter does
19 not involve any remaining unpaid wages.

20 C. “**Class Counsel**” means Carol A. Igoe of the Carol Igoe Law, APC and the
21 California Nurses Association (CNA) Legal Department. The term “Class Counsel” shall be used
22 synonymously with the term “Plaintiffs’ Counsel.” CNA is not party to this action, but it has
23 provided litigation support and expertise as Class Counsel, and to that end, seeks to recover its
24 costs, but not fees.

25 D. “**Class Counsel Fees**” and “**Class Counsel Costs**” mean the amount to be paid to
26 Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class
27 Counsel for their legal work in connection with the Action and their related litigation expenses
28 incurred in connection with the Action. The Carol Igoe Law, APC will receive costs and fees for

1 its legal work in connection with the Action. CNA will receive only costs, not fees, for its legal
2 work in connection with the Action.

3 E. **“Class Data”** means information regarding Class Members that Defendant shall
4 compile from its records, as authorized by the Court, and transmit securely to the Settlement
5 Administrator, including each Class Member’s name; last known mailing address; Social Security
6 number; and dates of employment.

7 F. **“Class Member”** or **“Settlement Class Member”** means a member of the Class,
8 as either a Participating Class Member or Non-Participating Class Member (including a Non-
9 Participating Class Member who qualifies as a PAGA-Eligible Employee), who is identified by
10 the Parties as an individual who was issued incorrect pay or incorrect wage statements at any time
11 between July 1, 2022 and December 31, 2022, due to Sutter’s transition to Workday payroll
12 software.

13 G. **“Class Members’ Released Claims”** means the claims being released by the
14 Participating Class Members, as described in Paragraph 18 below.

15 H. **“Class Notice”** means the Court-Approved Notice of Pendency of Class Action
16 and PAGA Settlement and Final Hearing, to be mailed to Class Members in the form, without
17 material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

18 I. **“Class Period”** means the period from July 1, 2022 through December 31, 2022.

19 J. **“Class and PAGA Representatives”** means Ingrid Ragoobar, Amber Ugarte, and
20 Marki Henderson, the named Plaintiffs in the operative complaint in the Action, who are seeking
21 Court approval to serve as the Class Representatives.

22 K. **“Class Representatives’ Service Awards”** means the amount to be paid to the
23 Class Representatives for initiating the Action and providing services in support of the Action, as
24 approved by the Court.

25 L. **“Court”** means the Alameda County Superior Court presiding over the settlement
26 approval process in the Action.

27 M. **“Defense Counsel”** means Thomas E. Geidt, Teresa W. Ghali, Tuyet N. Lu, and
28 Spencer C. Ladd of GBG LLP.

1 N. **“Effective Date”** is the date on which the Settlement becomes “Final,” which
2 means the latest date on which the following events have occurred: (i) the Superior Court has
3 granted Final Approval and entered its Final Judgment approving the Settlement, without material
4 modification, if there are no objections to the Settlement or if any and all objections have been
5 withdrawn by the time of the Final Approval order; or (ii) if there are any objections, and they
6 have not been withdrawn by the time of the Final Approval order, the day after the deadline for
7 filing a notice of appeal from the Final Judgment has passed without a timely appeal having been
8 filed; or (iii) if a timely appeal from the Final Judgment is filed, the day after the appellate court
9 affirms the Judgment and issues a remittitur. For purposes of this paragraph, a “material
10 modification” means a substantive change to the total Settlement Amount, the scope of the
11 Release, or the Settlement Class definition that is both adverse to a Party and not accepted in
12 writing by that Party.

13 O. **“Final Approval”** means the Court’s order granting final approval of the
14 Settlement.

15 P. **“Final Approval Hearing”** means the Court’s hearing on the motion for Final
16 Approval of the Settlement.

17 Q. **“Final Judgment”** means the Judgment entered by the Court upon granting Final
18 Approval of the Settlement.

19 R. **“Individual Class Payment”** means the Participating Class Member’s pro rata
20 share of the Net Settlement Amount calculated by dividing the net settlement amount by the total
21 number of Class Members, as explained below in Paragraph 14.

22 S. **“Individual PAGA Payment”** means the pro rata share of 25% of the PAGA
23 Payment, divided by the total number of PAGA-Eligible employees, who, as defined below, are
24 all eligible Class Members, whether or not they requested to be excluded from the Settlement, as
25 explained below in Paragraph 15.

26 T. **“LWDA”** means the California Labor and Workforce Development Agency.

27 U. **“LWDA PAGA Payment”** means the 75% share of the PAGA Payment paid to
28 the LWDA under Labor Code section 2699(i).

1 V. **“Maximum Settlement Amount”** means Four Million Five Hundred Thousand
2 Dollars and Zero Cents (\$4,500,000.00), which is the total amount Defendant shall have to pay
3 under the Settlement, except as provided in Paragraph 17 below regarding employer payroll taxes
4 on the wage payments being made under the Settlement. The Maximum Settlement Amount will
5 be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
6 Payment, the Class Counsel Award for fees and costs, the Class Representatives’ Service Awards,
7 and the Settlement Administration Costs. This excludes the employer’s contribution of payroll
8 taxes due on the settlement payments apportioned as wages, which Defendant will pay outside of
9 the Maximum Settlement Amount.

10 W. **“Net Settlement Amount”** means the Maximum Settlement Amount, less the
11 Class Counsel Fees, the Class Counsel Costs, the Class Representatives’ Service Awards, the
12 PAGA Payment, and the Settlement Administration Costs.

13 X. **“Non-Participating Class Member”** means any Class Member who opts out of
14 the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

15 Y. **“Objection”** means a Class Member’s valid and timely submission of a written
16 objection to the Settlement to the Settlement Administrator within the Response Deadline,
17 provided that the Class Member did not submit a Request for Exclusion.

18 Z. **“PAGA”** means the California Private Attorneys General Act of 2004, Labor
19 Code §§ 2698. *et seq.*.

20 AA. **“PAGA-Eligible Employees”** means all hourly, non-exempt employees employed
21 by Defendant and its affiliates in California who were issued incorrect pay or incorrect wage
22 statements at any time between July 1, 2022, and December 31, 2022, due to Sutter’s transition to
23 Workday payroll software, regardless of whether they request to be excluded from the Settlement.

24 BB. **“PAGA Payment”** means One Hundred Fifty Thousand Dollars and Zero Cents
25 (\$150,000.00), which is the total amount of PAGA civil penalties to be paid from the Maximum
26 Settlement Amount, subject to the Court’s approval, in settlement of the PAGA claims in this
27 Action. Of this amount, 75% (\$112,500.00) will be paid to the LWDA and 25% (\$37,500.00)
28 will be distributed as the Individual PAGA Payments to the PAGA-Eligible Employees, whether

1 or not they opt out of the Class Settlement.

2 CC. **“PAGA Period”** means the period from July 1, 2022 through December 31, 2022.

3 DD. **“PAGA-Released Claims”** means the PAGA claims being released as described
4 in Paragraph 19 below.

5 EE. **“Participating Class Member”** means a Class Member who does not submit a
6 valid and timely Request for Exclusion from the Settlement.

7 FF. **“Preliminary Approval Order”** means the Court’s Order granting preliminary
8 approval of the Settlement.

9 GG. **“Released Parties”** means Defendant and all of its former and present parents,
10 corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers,
11 directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal
12 representatives.

13 HH. **“Request for Exclusion”** means a Class Member’s valid and timely submission of
14 a written request to the Settlement Administrator to be excluded from the Class Settlement,
15 signed by the Class Member.

16 II. **“Response Deadline”** means 60 days after the Settlement Administrator mails the
17 Class Notice to the Class Members, and shall be the last date on which Class Members may mail
18 or fax (1) Requests for Exclusion from the Settlement; or (2) an Objection to the Settlement,
19 unless the Response Deadline is extended by up to fifteen (15) calendar days as the result of a re-
20 mailing of the Class Notice, as explained below in Paragraph 28.

21 JJ. **“Settlement”** means the final and complete disposition of the Actions effected by
22 this Agreement and the Judgment.

23 KK. **“Settlement Administrator”** or **“Administrator”** means Phoenix Settlement
24 Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement,
25 subject to approval by the Court.

26 LL. **“Settlement Administration Costs”** means the Court-approved fees and
27 reasonable costs incurred by the Settlement Administrator to administer the Settlement, currently
28 estimated at \$69,750, to be reimbursed to the Settlement Administrator from the Maximum

1 Settlement Amount.

2 **RECITALS**

3 **1. Procedural History.**

4 On June 30, 2023, Plaintiffs filed a complaint on behalf of themselves and aggrieved
5 employees defined as all current and former non-exempt, hourly employees of Defendant in
6 California, asserting the following claims: (a) equitable account of wages pursuant to California
7 Labor Code sections 1174(d), 1174.5, 1175, 1195.5, and California Code of Civil Procedure
8 section 872.140; (b) failure to keep accurate payroll records pursuant to California Labor Code
9 sections 558, 1174(d), 1174.5, 1175, and California Code of Regulations sections 11050 7(A); (c)
10 unlawful failure to pay wages pursuant to California Labor Code sections 204, 222, 223, 225.5,
11 218.6, 510, 1194, and 1194.2; (d) failure to timely pay wages pursuant to California Labor Code
12 sections 204, 210, 222, 223, 225.5, 218.6, 218.5, and 248.6; (e) failure to provide accurate
13 itemized wage statements pursuant to California Labor Code sections 226(a), 226(e), and 226.3;
14 (f) violation of PAGA, California Labor Code section 2698 *et seq.*; and (g) unfair business
15 practices in violation of California Unfair Competition Law, California Business & Professions
16 Code sections 17200 *et seq.*

17 **2. Mediation.** On August 26, 2025, the Parties participated in a full-day, arms-
18 length mediation before Mediator Michael Loeb. With the assistance of the mediator, the Parties
19 were able to come to a total settlement of the claims in the Action, subject to the Court's
20 approval. The terms of the settlement were memorialized in a Memorandum of Understanding
21 which was fully executed on August 27, 2025.

22 **3. Benefits of Settlement to Plaintiffs and the Class Members.** Plaintiffs and
23 Class Counsel recognize the expense and length of continued proceedings necessary to litigate
24 Plaintiffs' disputes in this Action through trial and through any possible appeals. Plaintiffs have
25 also taken into account the uncertainty and risks of the outcome of further litigation, and the
26 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel also are aware of
27 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
28 generally and in response to Defendant's defenses thereto, and the difficulties in establishing

1 damages, penalties, restitution, and other relief sought in the Action. Plaintiffs and Class Counsel
2 also have taken into account Defendant's agreement to enter into a settlement that confers
3 substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class
4 Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and
5 reasonable and is in the best interests of all Class Members.

6 4. **Defendant's Reasons for Settlement.** Defendant has concluded that further
7 defense of the Action would be protracted and expensive. Substantial amounts of Defendant's
8 time, energy, and resources have been, and unless this Settlement is completed, shall continue to
9 be, devoted to the defense of the claims asserted by Plaintiffs. Defendant also has taken into
10 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
11 though Defendant contends that it is not liable for any of the claims alleged by Plaintiffs in the
12 Action and denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the
13 manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the
14 claims alleged in the Action.

15 **AMENDMENT OF COMPLAINT AND CERTIFICATION OF SETTLEMENT CLASS**

16 5. **Amendment of Complaint.** Promptly following the execution of this Agreement,
17 the Parties will file a stipulation and proposed order requesting approval for Plaintiffs to file an
18 amended complaint to include the class claims associated with Plaintiffs' PAGA allegations, for
19 purposes of seeking approval of the Settlement. Plaintiffs will file the amended complaint upon
20 the Court's approval and submit it with its motion for preliminary approval. Defendant need not
21 submit a responsive pleading to this amended complaint so long as the Court approves the
22 Settlement.

23 6. **Stipulated Settlement Class.** Solely for purposes of settling the Action, the
24 Parties have agreed to the certification of a Settlement Class as defined herein.

25 7. **Certification Is for Settlement Only.** For purposes of this Settlement, the Parties
26 stipulate and agree that the requisites for establishing class certification with respect to the Class
27 have been met and are met. More specifically, for purposes of settlement only, the Parties
28 stipulate and agree that the Settlement Class is ascertainable and so numerous as to make it

1 impracticable to join all Class Members; and that there are common questions of law and fact,
2 including, but not limited to, whether Defendant failed to adequately and timely pay wages due to
3 Sutter's transition to Workday payroll software in accordance with California Labor Code
4 sections 204, 210, 222, 223, 225.5, 218.6, 218.5, 218.6, 248.6, 510, 1194, and 1194.2; whether
5 Defendant failed to furnish accurate, itemized wage statements to all Class Members in
6 accordance with Labor Code section 226; among other common issues.

7 8. **Certification Stipulation Nullified if Settlement Not Approved.** Should this
8 Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate
9 provisionally to class certification as part of the Settlement shall have no bearing on, and shall not
10 be admissible in connection with, the issue of whether a class should be certified in a non-
11 settlement context in the Action. Defendant expressly reserves its right to oppose class
12 certification should this Settlement not become final.

13 **MONETARY TERMS OF THE SETTLEMENT**

14 9. **Maximum Settlement Amount.** The claims of all members of the Settlement
15 Class and the PAGA-Eligible Employees, collectively, are settled for a maximum sum of Four
16 Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) ("the Maximum
17 Settlement Amount"). This Maximum Settlement Amount is inclusive of the Individual Class
18 Payments; Class Counsel Fees and Class Counsel Costs; the Class Representatives' Service
19 Awards to Plaintiffs; the Settlement Administration Costs; and the PAGA Payments to the
20 LWDA and the PAGA-Eligible Employees, all as approved by the Court. This excludes the
21 employer's contribution of payroll taxes due on the settlement payments apportioned as wages,
22 which Defendant will pay outside of (and in addition to) the Maximum Settlement Amount.

23 10. **Class Counsel Fees and Class Counsel Costs.** Class Counsel shall be entitled to
24 request attorneys' fees in an amount not to exceed Twenty Percent (20%) of the Maximum
25 Settlement Amount – that is, Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00), plus
26 reasonable costs of at least \$57,798. Class Counsel's request for such attorneys' fees and costs
27 shall be subject to approval by the Court. In the event the Court awards Class Counsel less than
28 these (or any other) requested amounts, the difference shall become part of the Net Settlement

1 Amount and shall be distributed to Participating Class Members as part of their Individual
2 Settlement Awards. Class Counsel shall be solely and legally responsible to pay all applicable
3 taxes due on the Class Counsel Award. Class Counsel shall provide the Settlement Administrator
4 with properly completed and signed copies of IRS Form W-9 for the Carol Igoe Law, APC and
5 CNA in order for the Settlement Administrator to process Court-approved Awards. The
6 Settlement Administrator shall issue an IRS Form 1099 to the Carol Igoe Law, APC for the award
7 of costs and fees, and to CNA counsel for costs only.

8 11. **Class Representatives' Service Awards.** For purposes of this Settlement only,
9 the Parties agree to the designation of Plaintiffs Ingrid Ragoobar, Amber Ugarte, and Marki
10 Henderson as the Class Representatives. In recognition of their time and effort in bringing and
11 presenting the Action and for releasing the Plaintiffs' Released Claims, Plaintiffs shall request a
12 Class Representatives' Service Award not to exceed Ten Thousand Dollars (\$10,000.00) per
13 Plaintiff. Plaintiffs' request for such awards shall be subject to approval by the Court and subject
14 to Plaintiffs' execution of full individual releases. Defendant agrees not to oppose or object to
15 Plaintiffs' request for Class Representatives' Service Awards that do not exceed this amount. The
16 Class Representatives' Service Awards will be in addition to Plaintiffs' Individual Settlement
17 Payments paid pursuant to the Settlement. Plaintiffs shall be required to execute a general release
18 of all known and unknown claims they may have against Defendant and its current and former
19 affiliates and subsidiaries. The Settlement Administrator shall issue an IRS Form 1099 to
20 Plaintiffs for their Class Representatives' Service Awards. Plaintiffs shall be solely and legally
21 responsible to pay any and all applicable taxes due on their Class Representatives' Service
22 Awards. Any amount requested by Plaintiffs for the Class Representatives' Service Awards and
23 not awarded by the Court shall become part of the Net Settlement Amount and shall be
24 distributed to Participating Class Members as part of their Individual Settlement Awards.

25 12. **Settlement Administration Costs.** Subject to the Court's approval, Defendant
26 shall reimburse the Settlement Administration Costs, which are estimated at \$69,750, to be paid
27 from the Maximum Settlement Amount. Prior to the filing of Plaintiffs' Motion for Final
28

1 Approval of the Settlement, the Settlement Administrator shall provide the Parties with a
2 statement detailing the Settlement Administration Costs to date.

3 **13. PAGA Payments.** Defendant shall pay a total of One Hundred Fifty Thousand
4 Dollars and Zero Cents (\$150,000.00), which is the total amount of PAGA civil penalties to be
5 paid from the Maximum Settlement Amount, subject to the Court's approval, in settlement of the
6 PAGA claims in this Action. Of this amount, 75% (\$112,500.00) will be paid to the LWDA and
7 25% (\$37,500.00) will be distributed as the Individual PAGA Payments to the PAGA-Eligible
8 Employees, whether or not they opt out of the Class Settlement.

9 **14. Individual Class Payments.** The Settlement Administrator will determine the
10 Net Settlement Amount by deducting the Class Counsel Fees and Costs, the Class
11 Representatives' Service Awards, the PAGA Payment, and the Settlement Administration Costs
12 from the Maximum Settlement Amount. The Settlement Administrator will distribute the
13 Individual Class Payments to the Participating Class Members from the Net Settlement Amount.
14 The Administrator will calculate each Participating Class Member's Individual Class Payment by
15 dividing the Net Settlement Amount by the total number of Participating Class Members.

16 **15. Individual PAGA Payments.** The Settlement Administrator will calculate each
17 eligible employee's Individual PAGA Payment by dividing the 25% portion of the PAGA
18 Payment to be distributed to those individuals, i.e., \$37,500.00, by the total number PAGA-
19 Eligible Employees.

20 **16. Tax Treatment of Individual Class and PAGA Payments.** Individual
21 Settlement Awards shall be allocated as follows: 20% as alleged unpaid wages subject to all
22 applicable tax withholdings and 80% as alleged unpaid interest and penalties. The Settlement
23 Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion of
24 each Individual Settlement Award allocated as unpaid wages. These payments shall be subject to
25 all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to
26 each Participating Class Member for the remaining portion of each Individual Settlement Award.
27 The Settlement Administrator shall also issue an IRS Form 1099 for the Individual PAGA
28 Payments. The non-wage portions of the Individual Settlement Awards and the entirety of the

1 Individual PAGA Payments will be allocated as non-wage penalties and interest and shall not be
2 subject to payroll tax withholdings.

3 17. **Employer Payroll Taxes.** The Maximum Settlement Amount shall resolve,
4 satisfy, and completely extinguish all of Defendant's liability with respect to the Class Members,
5 except that Defendant shall be responsible for paying the employer's share of payroll taxes on the
6 portion of the Individual Settlement Awards that constitute wages. Defendant will pay these
7 taxes, as calculated by the Settlement Administrator, in addition to the Maximum Settlement
8 Amount. Upon Defendant's funding of the Maximum Settlement Amount and the employer
9 portion of payroll taxes on the portion of the Individual Settlement Awards that constitute wages,
10 Defendant shall have no further payment or defense obligation whatsoever with respect to any
11 claims covered by this Settlement made or asserted by any person or entity anywhere in the world
12 in connection with the Class Members.

13 **RELEASES**

14 18. **Class Members' Released Claims.** Effective on the date when Defendant fully
15 funds the Maximum Settlement Amount and its share of employer-side payroll taxes owed on the
16 wage portion of the Settlement Payments, Plaintiffs and all Participating Class Members will
17 fully, finally, and forever release, settle, compromise, relinquish, and discharge Defendant and all
18 of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action
19 of every nature and description, from July 1, 2022 through December 31, 2022, including
20 statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages,
21 interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under
22 the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage
23 orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that were
24 alleged or reasonably could have been alleged based on the factual allegations in Plaintiffs'
25 operative Complaint (including any amended complaints filed pursuant to this agreement) and
26 PAGA notices (including Plaintiffs' January 18, 2023 PAGA notice) relating to Plaintiffs' claims,
27 including but not limited to: (a) equitable account of wages pursuant to California Labor Code
28 sections 1174(d), 1174.5, 1175, and 1195.5, and California Code of Civil Procedure section

1 872.140; (b) failure to keep accurate payroll records pursuant to California Labor Code sections
2 558, 1174(d), 1174.5, 1175, and California Code of Regulations sections 11050 7(A); (c)
3 unlawful failure to pay wages pursuant to California Labor Code sections 204, 222, 223, 225.5,
4 218.6, 510, 1194, and 1194.2; (d) failure to timely pay wages pursuant to California Labor Code
5 sections 204, 210, 222, 223, 225.5, 218.6, 218.5, and 248.6; (e) failure to provide accurate
6 itemized wage statements pursuant to California Labor Code sections 226(a), 226(e), and 226.3;
7 and (g) unfair business practices in violation of California Unfair Competition Law, California
8 Business & Professions Code sections 17200 *et seq.*; and (g) any and all claims for attorneys' fees
9 and costs.

10 **19. PAGA-Released Claims by Plaintiffs and the State of California.** Effective on
11 the date when Defendant fully funds the Maximum Settlement Amount and its share of employer-
12 side payroll taxes owed on the wage portion of the Settlement Payments, Plaintiffs, as agents and
13 proxies of the State of California, and the State of California (including the LWDA), acting on
14 behalf of the PAGA-Eligible Employees, shall release Defendant and all the Released Parties
15 from any and all claims for PAGA civil penalties arising during the PAGA Period, based on any
16 of the underlying claims that were alleged, or reasonably could have been alleged, based on the
17 factual allegations contained in Plaintiffs' operative Complaint, as amended, and/or in Plaintiffs'
18 notices provided to the LWDA in connection with this Action, and including all the claims
19 enumerated in the preceding Paragraph 18. It is understood and agreed that PAGA-Eligible
20 Employees will not have the opportunity to opt out of this PAGA Release even if they have
21 requested to be excluded from the Class Settlement. It is the intent of the Parties that, to the
22 fullest extent permitted by law, the PAGA-Eligible Employees will be deemed to have released
23 all such PAGA claims arising during the PAGA Period.

24 **20. Plaintiffs' Additional Release.** In addition to the Class Members' Released
25 Claims, Plaintiffs, in their individual capacities, agree to release the Released Parties from any
26 and all claims they may have, known and unknown, under federal, state, and/or local law, statute,
27 ordinance, regulation, common law, or other source of law arising as of the date of execution of
28 this Agreement, including but not limited to claims arising from or related to their employment

1 with Defendant, their termination (if applicable), their compensation while in Defendant's
2 employ, and all other dealings they may have had with the Released Parties. Plaintiffs expressly
3 waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of
4 California, and do so understanding and acknowledging the significance and consequence of
5 specifically waiving their rights under section 1542 not to otherwise release unknown claims.
6 Section 1542 of the Civil Code of the State of California states as follows:

7 A general release does not extend to claims that the creditor or
8 releasing party does not know or suspect to exist in his or her favor
9 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.

10 Notwithstanding the provisions of section 1542, and to implement a full and complete
11 release and discharge of the Released Parties, Plaintiffs expressly acknowledge that this
12 Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs do not
13 know or suspect to exist in their favor at the time of signing this Agreement, and that this
14 Agreement contemplates the extinguishment of any such claims. For clarity, this release does not
15 apply to vested employment benefits, such as 401K, and any other claims that cannot be released
16 as a matter of law, such as disability or workers' compensation, nor to any claims that arise after
17 execution of this Agreement.

18 **MOTION FOR PRELIMINARY APPROVAL**

19 21. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work
20 diligently and cooperatively to have this Settlement expeditiously presented to the Court for
21 preliminary approval. Class Counsel shall prepare a draft motion for preliminary approval,
22 including a proposed Preliminary Approval Order, and will circulate the draft to Defense Counsel
23 at least five (5) business days in advance of its filing. Class Counsel shall consider in good faith
24 any edits to the motion proposed by Defense Counsel and incorporate Defense Counsel's edits to
25 the extent practicable and in furtherance of the Parties' shared goal of securing preliminary
26 approval of the Settlement. Upon filing the motion for preliminary approval, Class Counsel shall
27 also timely submit any required notices of this Agreement to the LWDA as may be required by
28 Labor Code sections 2699(1)(2) and (3) or other provisions of PAGA.

1 22. **Contents of Preliminary Approval Order.** As part of the motion for preliminary
2 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 3 a. Certifying the Settlement Class for settlement purposes only;
- 4 b. Approving, as to form and content, the proposed Class Notice (**Exhibit 1**
5 attached hereto);
- 6 c. Approving the manner and method for Class Members to object to or
7 request exclusion from the Settlement, as contained herein and within the Class Notice;
- 8 d. Directing the mailing of the Class Notices to Class Members, by first class
9 mail;
- 10 e. Preliminarily approving the Settlement, subject only to the objections of
11 Class Members and final review by the Court; and
- 12 f. Setting a date and time for the Final Approval Hearing.

13 23. **Resolution of Court Concerns.** If the Court does not initially grant preliminary
14 approval or conditions preliminary approval on any material change to this Agreement, Class
15 Counsel, and Defense Counsel will expeditiously work together in good faith to modify the
16 Agreement and/or otherwise satisfy the Court's concerns.

17 **SETTLEMENT ADMINISTRATION**

18 24. **Selection of Settlement Administrator.** The Parties have jointly selected
19 Phoenix Settlement Administrators to serve as the Settlement Administrator and verified that, as a
20 condition of appointment, Phoenix agrees to perform, as a fiduciary, all duties specified in this
21 Agreement in exchange for payment of the Settlement Administration Costs. The Parties and
22 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
23 Settlement Administrator other than a professional relationship arising out of prior experiences
24 administering settlements.

25 25. **Qualified Settlement Fund.** The Settlement Administrator shall establish a
26 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S.
27 Treasury Regulation section 468B-1. The Administrator shall have and use its own Employer
28

1 Identification Number for purposes of calculating payroll tax withholdings and providing reports
2 to state and federal tax authorities, except as otherwise required or permitted by law.

3 **26. Transmission of Class Data to Administrator.** Within thirty (30) calendar days
4 after the Court grants preliminary approval of the Settlement, to the extent practicable, Defendant
5 will securely provide the Settlement Administrator with the necessary Class Data, including the
6 names, last known addresses and telephone numbers, and social security numbers of the Class
7 Members. The Settlement Administrator will retain the Class Data and will not share it with
8 Class Counsel except as otherwise permitted herein.

9 **27. Mailing of Class Notices.** Within twenty (20) calendar days after receiving the
10 Class Data from Defendant, the Settlement Administrator shall mail copies of the Court-approved
11 Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement
12 Administrator shall exercise its best judgment to determine the current mailing address for each
13 Class Member as informed by the Parties' input. The address identified by the Settlement
14 Administrator as the current mailing address shall be presumed to be the most current mailing
15 address for each Class Member. The Settlement Administrator shall perform a search based on
16 the National Change of Address Database maintained by the United States Postal Service to
17 update and correct any known or identifiable address changes. The Parties agree that this
18 procedure for notice provides the best notice practicable to Class Members and fully complies
19 with due process.

20 **28. Undeliverable Class Notices.** Any Settlement Notice returned to the Settlement
21 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
22 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class
23 Notice by the Settlement Administrator. If no forwarding address is provided, the Administrator
24 shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
25 search, using the name, address, and/or Social Security number of the Class Member involved,
26 and shall then perform a re-mailing to the Class Member whose Class Notice was returned as
27 non-deliverable within five (5) calendar days of receipt of the returned Notice by the
28 Administrator, assuming another mailing address is identified by the Administrator. The

1 deadlines for Class Members to submit written Objections or Requests for Exclusion will be
2 extended an additional fifteen (15) calendar days from the date of the re-mailing, even if this
3 results in an extension of the otherwise-applicable 60-day Response Deadline. If these
4 procedures are followed, notice to Class Members shall be deemed to have been fully satisfied,
5 and if the intended recipient of the Settlement Notice does not receive the Class Notice, the
6 intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of
7 the Settlement and the Final Order and Judgment.

8 **29. Determination of Individual Settlement Awards and Individual PAGA**

9 **Payments.** The Settlement Administrator shall determine the eligibility for, and the amounts of,
10 each Individual Class Payment and Individual PAGA Payment under the terms of this
11 Agreement. The Administrator will then include the estimated individual payment amounts in
12 each Class Member's Class Notice.

13 **30. Class Member Disputes.** Class Members who assert that they should have been
14 included as a member of the Class may submit a written statement to the Settlement
15 Administrator within the Response Deadline setting forth any supporting documentation of their
16 claim. The Settlement Administrator, in consultation with Class Counsel and Defense Counsel,
17 will review the pertinent payroll records, which Defendant agrees to make available to the
18 Settlement Administrator as needed. Defendant's payroll records will be presumed to be correct
19 unless a Class Member proves otherwise by credible evidence. The Settlement Administrator's
20 decision as to class membership shall be final and non-appealable, subject to the ultimate
21 oversight and approval of the Court if necessary.

22 **31. Objections to the Settlement.** Any Participating Class Member may object to the
23 Settlement by submitting a written objection to the Settlement Administrator which must be
24 mailed (postmarked) by the 60-day Response Deadline, unless that deadline has been extended by
25 a re-mailing of the Class Notice. An objection should include: (a) the objector's full name,
26 signature, address, and telephone number; (b) a written statement of the grounds for the objection
27 accompanied by any legal support for such objection; and (c) copies of any papers, briefs, or
28 other documents upon which the objection is based. Objecting Class Members may appear at the

1 Final Approval Hearing either in person, or through counsel retained at Class Member's own
2 expense, to have their objection heard, whether or not they had submitted a prior written objection
3 as specified in this section. The Court will rule on any objections to the Settlement at the Final
4 Approval Hearing. An objection may be withdrawn at any time. The Settlement Administrator
5 shall provide objections, if any, to Class Counsel and Defense Counsel via email within three (3)
6 calendar days of receipt, and the Settlement Administrator shall attach any objections to its
7 declaration of due diligence, which is to be filed with the Court prior to the Final Approval
8 Hearing. Class Counsel and/or Defense Counsel may file responses to any properly filed
9 objections at least five (5) court days before the Final Approval Hearing. Any Participating Class
10 Member who files an objection remains eligible to receive monetary compensation from the
11 Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel solicit or
12 otherwise encourage or discourage Class Members from submitting a Notice of Objection or
13 filing an appeal from the Final Order and Judgment. Class Members who submit a Request for
14 Exclusion are ineligible to object to the Settlement.

15 32. **Requests for Exclusion.** Any Class Member may request to be excluded from
16 ("opt out of") the Settlement by submitting a signed, written request to the Settlement
17 Administrator, clearly communicating that the Class Member wishes to be excluded from the
18 Settlement. To be timely and valid, the Request for Exclusion must be mailed (postmarked) by
19 the Response Deadline, 60 days from the Settlement Administrator's mailing of the Class Notice,
20 unless that deadline has been extended by a re-mailing of the Class Notice. The Request for
21 Exclusion should contain the Class Member's name, address, signature, date, telephone number
22 or email address, and the name of the case. Persons who submit a timely Request for Exclusion
23 will be referred to as Non-Participating Class Members. The Settlement Administrator will
24 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
25 identity of the person as a Class Member and the Class Member's desire to be excluded. Non-
26 Participating Class Members will not be entitled to receive an Individual Class Payment under the
27 Settlement, will not be bound by the terms and conditions of the Class Settlement, and will not be
28 releasing any of the Class Members' Released Claims. However, Non-Participating Class

1 Members who are PAGA-Eligible Employees will still receive Individual PAGA Payments and
2 are precluded from bringing PAGA-Released Claims that are released by Plaintiffs and the State
3 of California, as described in Paragraph 19. Any Class Member who does not submit a timely
4 Request for Exclusion will be deemed to be a Participating Class Member and will be bound by
5 the terms and conditions of the Settlement.

6 **33. Revocation of Settlement by Defendant.** If five percent (5%) or more of the
7 Class Members request to be excluded from the Class, Defendant shall have the sole and absolute
8 discretion to revoke the Settlement Agreement. The Settlement Administrator shall provide a list
9 of the Requests for Exclusion within seven calendar (7) days after the Response Date. If
10 Defendant elects to revoke/rescind the Settlement Agreement, it shall provide written notice of
11 such revocation to Class Counsel within fourteen (14) calendar days after receiving the final list
12 of Requests for Exclusion from the Settlement Administrator. Defendant agrees to meet and
13 confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.
14 Such rescission shall have the same effect as a termination of this Settlement Agreement for
15 failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and
16 void and have no further force or effect. No Party will encourage any class member to opt out of
17 the Settlement.

18 **34. Weekly Status Reports.** Following the mailing of the Class Notice, the
19 Settlement Administrator will provide Class Counsel and Defense Counsel with weekly reports
20 of, among other things, the number of Class Notices mailed or re-mailed, Class Notices returned
21 undelivered, Requests for Exclusion (whether valid or invalid) received, or objections received.
22 The Administrator will promptly provide counsel for the Parties with copies of any objections
23 received. Additionally, the Settlement Administrator will provide to counsel for the Parties any
24 other updated reports regarding the administration of the Settlement as may be needed or
25 requested from time to time, including any declarations required by the Court.

26 **35. Other Duties of the Settlement Administrator.** The Settlement Administrator
27 shall perform such other duties as may be necessary from time to time, as directed by Counsel or
28 the Court. This shall include, among other things, (1) maintaining and monitoring an email

1 address and toll-free telephone number to receive Class Member calls, faxes, and emails; (2)
2 establishing and maintaining an internet website to post necessary information for Class Members
3 regarding this Agreement and the Final Approval Hearing, among other things; (3) providing
4 Counsel for the Parties with a declaration suitable for filing in Court at least fourteen (14)
5 calendar days before Plaintiffs are required to file their motion for Final Approval of the
6 Settlement, attesting to the Administrator's compliance with all of its obligations under the
7 Agreement and other necessary information regarding the Class Notices, Requests for Exclusion,
8 and objections; and (4) providing a final report and compliance declaration suitable for filing with
9 the Court following the Administrator's disbursement of all the payments required by this
10 Agreement, in accordance with any deadlines set by the Court.

11 **MOTION FOR FINAL APPROVAL**

12 **36. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**

13 Following expiration of the Response Deadline, Plaintiffs shall prepare and file a motion on
14 behalf of all Parties seeking final approval of the Settlement, including a request for approval of
15 the PAGA settlement under Labor Code section 2699(1)(2), a proposed Final Approval Order, and
16 a proposed Judgment. Plaintiffs shall provide drafts of the motion for final approval and
17 proposed Final Order and Judgment to Defense Counsel not later than five (5) business days prior
18 to filing the motion. Plaintiffs' motion for Final Approval shall be accompanied by a declaration
19 from the Settlement Administrator, as referenced above, describing the process and results of the
20 administration of the Settlement to date. Plaintiffs will prepare and include with the Final
21 Approval motion a request seeking approval of Plaintiffs' request for reimbursement of Class
22 Counsel's attorneys' fees and costs incurred in this matter and Plaintiffs' request for Class
23 Representative Service Awards. Plaintiffs' motion will specify how they wish the total award of
24 attorneys' fees and costs to be apportioned among Plaintiffs' counsel in the Action. Class
25 Counsel shall consider in good faith any edits to the motion proposed by Defense Counsel and
26 incorporate Defense Counsel's edits to the extent practicable and in furtherance of the Parties'
27 shared goal of securing final approval of the Settlement.
28

1 37. **Contents of Proposed Final Order and Judgment.** The proposed Final Order
2 and Judgment will include, among other things:

3 a. Final Approval of the Settlement, adjudging the terms thereof to be fair,
4 reasonable, and adequate, and directing consummation of its terms and provisions;

5 b. Approval of Class Counsel's application for an award of attorneys' fees
6 and costs;

7 c. Approval of the Class Representatives' Service Award payments to
8 Plaintiffs;

9 d. Approval of the Settlement Administration Costs;

10 e. Approval of the PAGA Payment;

11 f. The setting of a date when the Parties shall submit the Final Report
12 regarding the distribution of the Maximum Settlement Amount pursuant to California Code of
13 Civil Procedure section 384, and, if necessary, a date for a final accounting hearing following its
14 receipt of the Final Report;

15 g. The entering of a judgment in the Action that is intended to preclude any
16 Class Members from pursuing any individual, class, or representative claims against any of the
17 Released Parties that have been released herein pursuant to the Settlement Agreement, upon
18 satisfaction of all payments and obligations hereunder, excluding the Class claims of those
19 persons who submitted valid and timely Requests for Exclusion.

20 38. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions
21 Final Approval on any material change to the Settlement, the Parties will expeditiously work
22 together in good faith to address the Court's concerns, including, if necessary, by revising the
23 Agreement to obtain Final Approval. The Court's decision to award less than the amounts
24 requested for the Class Representatives' Service Payments, Class Counsel Award of fees and
25 costs, PAGA amounts, and/or Settlement Administration Costs shall not constitute a material
26 modification of the Agreement within the meaning of this Paragraph.

27 39. **Jurisdiction of the Court Following Judgment.** Following entry of the Final
28 Order and Judgment, the Court shall retain jurisdiction solely with respect to the interpretation,

1 implementation, and enforcement of the terms of this Agreement and all orders and judgments
2 entered in connection therewith; and addressing any other settlement administration and
3 compliance matters that may require its attention. If any Party brings an action to enforce the
4 terms of this Agreement, the prevailing Party shall be entitled to its/their reasonable attorneys'
5 fees and costs.

6 **SETTLEMENT FUNDING AND PAYMENTS**

7 40. **Information from Settlement Administrator Regarding Funding.** Not later
8 than fourteen (14) calendar days after the Court's grant of Final Approval of the Settlement, the
9 Settlement Administrator will provide Defense Counsel with an accounting of all anticipated
10 payments from the QSF as specified in this Agreement and approved by the Court, including all
11 necessary routing and payment instructions to the QSF, and including the amount due for the
12 employer's share of payroll taxes on the wage payments to be made outside the Maximum
13 Settlement Amount. The Settlement Administrator will also provide counsel for the Parties with
14 at least fourteen (14) calendar days, whether before or after the funding date but before the
15 scheduled distribution date, in which to review the Administrator's proposed payment
16 calculations.

17 41. **Funding of Settlement.** Defendant shall pay the Maximum Settlement Amount,
18 together with the amount the Settlement Administrator has determined or estimated to be
19 Defendant's share of employer taxes due on the wages being paid under the Settlement, in one
20 lump sum payment within thirty (30) calendar days after the Effective Date. Defendant shall
21 provide the Maximum Settlement Amount to the Settlement Administrator in any feasible
22 manner, including, but not limited to, a wire transfer or a check.

23 42. **Timing of Settlement Disbursements.** Within fifteen (15) calendar days after
24 Defendant has provided the Settlement Administrator with the Maximum Settlement Amount, the
25 Settlement Administrator will distribute the payments to Plaintiffs for their Class Representatives'
26 Service Award payments, to Class Counsel for their awarded attorneys' fees and costs, to the
27 LWDA, to the Participating Class Members for their Individual Class Payments, to all PAGA-
28 Eligible Employees for their Individual PAGA Payments, and to itself for the Settlement

1 Administration Costs.

2 43. **Method of Mailing Individual Payments.** The Settlement Administrator shall
3 mail the Individual Class Payments and Individual PAGA Payments by regular First-Class U.S.
4 Mail to each person's last known mailing address. Prior to mailing the payments, the Settlement
5 Administrator shall perform a search based on the National Change of Address Database
6 maintained by the United States Postal Service to update and correct any known or identifiable
7 address changes.

8 44. **Non-Reversionary Settlement; No Claim Necessary.** Participating Class
9 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
10 Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant. To the
11 extent the Court does not approve the full requested attorneys' fees, litigation costs, Class
12 Representatives' Service Award, or Settlement Administration Costs, the Net Settlement Amount
13 will increase accordingly by the difference between the requested amounts and the amounts
14 awarded by the Court. If this Settlement is not finally approved by the Court in full, or is
15 terminated, rescinded, canceled, or fails to become effective for any reason, or if the Effective
16 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

17 45. **Disposition of Uncashed Checks.** All Individual Settlement Payment checks
18 and/or Individual PAGA Payment checks issued by the Settlement Administrator must be cashed
19 within one hundred eighty (180) days after issuance. After the expiration of the 180-day period,
20 the Settlement Administrator will void any uncashed checks, and, subject to the Court's approval,
21 the total amount of any uncashed settlement checks will be transmitted to the Alameda Boys and
22 Girls Club.

23 46. **Settlement Binding Even If Checks Not Cashed.** In the event a Participating
24 Class Member or Participating PAGA Member fails to cash/deposit his or her Individual Class
25 Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall
26 nevertheless remain bound by the Class Settlement and, if applicable, the PAGA Release.
27
28

1 **ADDITIONAL PROVISIONS**

2 47. **Nullification of Settlement for Other Reasons.** In the event: (i) the Court does
3 not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
4 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement
5 does not become final for any other reason, this Agreement shall be rendered null and void, and
6 any order or judgment entered by the Court in furtherance of this Agreement shall be treated as
7 void from the beginning. In such a case, this Agreement and any documents related to it shall not
8 be used by any Class Member or Class Counsel to support any claim or request for class
9 certification in the Action, and shall not be used in any other civil or administrative action against
10 Defendant or any of the other Released Parties.

11 48. **Plaintiffs' Waiver of Right to Be Excluded.** Plaintiffs agree that by signing this
12 Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing this
13 Agreement, they will not request to be excluded from this Settlement, and that any such request
14 for exclusion by Plaintiffs will be void and of no force or effect.

15 49. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
16 and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in this Agreement waive all rights to
18 appeal from the Judgment. If an objector appeals the Judgment, the Parties' obligations to
19 perform under this Agreement will be suspended until the appeal is finally resolved and the
20 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
21 Amount. However, nothing in this Agreement shall preclude Plaintiffs from appealing a court
22 order denying or failing to grant in full their requests for attorneys' fees, costs, or service awards.
23 Any order reducing the Class Counsel Award or the Class Representatives' Service Awards will
24 not be grounds on Plaintiffs' part to nullify or void this Settlement.

25 50. **No Credit Towards Defendant's Benefit Plans.** Neither the terms of this
26 Settlement nor any of the amounts paid to Plaintiffs or any Class Member shall have any effect on
27 the eligibility or calculation of any employee benefits under Defendant's benefit plans. Any
28 Individual Class Payments or Individual PAGA Payments paid under the Settlement do not

1 represent any modification of a recipient's previously-credited hours of service or other eligibility
2 criteria, and will not be utilized to calculate any additional benefits, vesting, or credit under any
3 bonus or compensation plan, collective bargaining agreement, employee pension benefit plan,
4 employee welfare benefit plan, or any other program or policy sponsored by Defendant or any
5 Sutter Health affiliates. It is the intent of the Parties that the Individual Class Payments and
6 Individual PAGA Payments provided for in this Agreement are the sole payments to be made by
7 Defendant to Class Members and others in connection with this Settlement, and that the Class
8 Members are not entitled to any new or additional compensation or benefits as a result of having
9 received the Individual Class Payments and/or Individual PAGA Payments.

10 **51. No Admission of Liability, Class Certification, or Representative**
11 **Manageability for Other Purposes.** Defendant denies all claims alleged in the Action and
12 denies all wrongdoing whatsoever by Defendant. Defendant further denies that any of its
13 employees has been "aggrieved" by a violation of the Labor Code. Neither this Agreement, nor
14 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
15 admission, and none shall be used against Defendant as an admission or indication with respect to
16 any claim of any fault, concession, or omission by Defendant or that class certification is proper
17 under the standard applied to contested certification motions. The Parties agree that certification
18 of the proposed class, and representative treatment under PAGA, are for purposes of this
19 Settlement only. This Agreement will not be admissible in this or any other proceeding as
20 evidence that either a class action should be certified, that Plaintiffs' PAGA claims are
21 manageable for trial, or that Defendant is liable to Plaintiffs or any Class Member, other than
22 according to the terms of this Agreement.

23 **52. Publicity and Confidentiality.** The Parties and their counsel will treat the terms
24 of this Settlement as strictly confidential prior to the filing of the preliminary approval motion.
25 Both before and after the filing of the preliminary approval motion, the Parties and their counsel
26 will not issue any press releases or initiate any contact with the media about this case and/or the
27 fact, amount, or terms of the Settlement. If, after the filing of the preliminary approval motion,
28 counsel for either Party receives an inquiry about the Settlement from the media, counsel may

1 respond but must limit such response to “no comment” or words to that effect. After the filing of
2 the preliminary approval motion, Plaintiffs’ counsel shall be permitted to discuss the terms of the
3 Settlement with any Settlement Class members who inquire about the terms but shall otherwise
4 continue to abide by the terms above.

5 **53. Tax Liability.** The Parties and their counsel make no representations as to the tax
6 treatment or legal effect of the payments specified herein, and Class Members are not relying on
7 any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard.
8 Participating Class Members, PAGA-Eligible Employees, Class Counsel, and Plaintiffs shall be
9 solely and legally responsible for the payment of all applicable taxes and penalties assessed on the
10 payments specified herein other than the employer’s share of the payroll taxes due on the
11 payments designated as wages.

12 **54. Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no
13 provision of this Agreement, and no written communication or disclosure between or among the
14 Parties, Class Counsel, or Defense Counsel and other advisors, is or was intended to be, nor shall
15 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
17 amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
18 independent legal and tax counsel for advice (including tax advice) in connection with this
19 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
20 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
21 communication or disclosure by any attorney or advisor to any other party to avoid any tax
22 penalty that may be imposed on the acknowledging party; and (iii) no attorney or advisor to any
23 other party has imposed any limitation that protects the confidentiality of any such attorney’s or
24 advisor’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
25 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
26 transaction contemplated by this Settlement.

27 **55. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel
28 warrant and represent that they are expressly authorized by the Parties whom they represent to

1 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
2 the Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
3 required to effectuate its terms. The person signing this Agreement on behalf of Defendant
4 represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant.
5 Plaintiffs represent and warrant that they are authorized to sign this Agreement on behalf of
6 themselves and the Class, and as proxies for the State of California, and that they have not
7 assigned any claim or part of a claim covered by this Agreement to a third party.

8 **56. Cooperation to Effectuate Settlement.** The Parties, Class Counsel, and Defense
9 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
10 this Settlement. In the event the Parties are unable to reach agreement on the form or content of
11 any document needed to implement the Settlement, or on any supplemental provisions that may
12 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
13 the Court to resolve such disagreement.

14 **57. Invalidity of Any Provision.** In the event the Court declares any material
15 provision of this Agreement invalid, the Agreement will be void and its terms will be of no force
16 and effect, except as otherwise agreed to by the Parties in writing, subject to the Court's approval.
17 Before the Court concludes that any term or provision of this Agreement is invalid, the Parties
18 will request that the Court first attempt to construe the terms or provisions valid to the fullest
19 extent possible consistent with applicable precedents so as to define all provisions of this
20 Agreement as valid and enforceable. The Parties further agree to meet and confer in an attempt to
21 resolve any issues or concerns the Court may have as to the validity of any provision in an effort
22 to effectuate the essential terms of this Settlement, and to discuss any possible amendments to this
23 Agreement or its Exhibit 1 needed to obtain the Court's approval of the Settlement.

24 **58. Binding Nature of Notice of Class Action Settlement.** It is agreed that, because
25 the Class Members are so numerous, it is impossible or impractical to have each Class Member
26 execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of
27 the Settlement, and the release of the Class Members' Released Claims as described above in
28 Paragraph 18 shall have the same force and effect as if this Agreement were executed by each

1 Participating Class Member.

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

8 60. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
9 preparation of this Agreement. This Agreement will not be construed against any Party on the
10 basis that the Party was the drafter or participated in the drafting.

11 61. **Amendment or Modification.** This Agreement may be amended or modified
12 only by a written instrument signed by counsel for all Parties or their successors-in-interest and
13 approved by the Court.

14 62. **Governing Law.** All terms of this Agreement and its exhibit shall be governed by
15 and interpreted according to the laws of the State of California, without regard to conflict of law
16 principles.

17 63. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
18 inure to the benefit of, the successors and assigns of the Parties.

19 64. **Headings.** The descriptive heading of any section or paragraph of this Agreement
20 is inserted for convenience of reference only and does not constitute a part of this Agreement.

21 65. **Counterparts.** This Agreement may be executed in one or more counterparts by
22 facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be
23 accepted as an original. All executed counterparts and each of them shall be deemed to be one
24 and the same instrument if counsel for the Parties exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
26 contents of this Agreement.

27 IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed
28 this Joint Stipulation of Class Action and PAGA Settlement and Release on the dates set forth

1 below:
2 DATED: 12/18/2025
3
4 DATED: _____
5
6 DATED: _____
7 //
8 DATED: 12/11/2025
9
10 By: 
11 Ingrid Ragobar, Plaintiff
12
13
14 APPROVED AS TO FORM AND CONTENT:
15
16 DATED: _____
17
18 By: _____
19 CAROL A. IGOE
20 Attorneys for Plaintiffs, the Settlement Class,
21 and the Aggrieved Employees
22 DATED: December 15, 2025
23
24 By: 
25 THOMAS E. GEIDT
26 TERESA W. GHALI
27 TUYET N. LU
28 SPENCER C. LADD
Attorneys for Defendant
SUTTER HEALTH

DocuSigned by:

INGRID RAGOBAR, Plaintiff

AMBER UGARTE, Plaintiff

MARKI HENDERSON, Plaintiff

SUTTER HEALTH

By: 
Jonathan Ma
Senior Vice President and Chief Financial Officer

CAROL IGOE LAW, APC

By: _____
CAROL A. IGOE

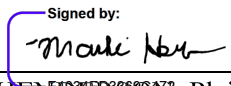
Attorneys for Plaintiffs, the Settlement Class,
and the Aggrieved Employees

GBG LLP

By: 
THOMAS E. GEIDT
TERESA W. GHALI
TUYET N. LU
SPENCER C. LADD

Attorneys for Defendant
SUTTER HEALTH

1 below:
2 DATED: _____
3 INGRID RAGOOBAR, Plaintiff
4 DATED: 12/18/2025
5 AMBER UGARTE, Plaintiff
6 DATED: _____
7 MARKI HENDERSON, Plaintiff
8 DATED: 12/11/2025
9 SUTTER HEALTH
10 By: Jonathan Ma
11 Jonathan Ma
12 Senior Vice President and Chief Financial Officer
13
14 APPROVED AS TO FORM AND CONTENT:
15 DATED: _____
16 CAROL IGOE LAW, APC
17 By: _____
18 CAROL A. IGOE
19 Attorneys for Plaintiffs, the Settlement Class,
20 and the Aggrieved Employees
21 DATED: December 15, 2025
22 GBG LLP
23 By: Thomas E. Geidt
24 THOMAS E. GEIDT
25 TERESA W. GHALI
26 TUYET N. LU
27 SPENCER C. LADD
28 Attorneys for Defendant
SUTTER HEALTH

1 below:
2 DATED: _____
3 INGRID RAGOOBAR, Plaintiff
4 DATED: _____
5 AMBER UGARTE, Plaintiff
6 DATED: 12/17/2025
7  Signed by:
8 DATED: 12/11/2025
9 SUTTER HEALTH
10 By: 
11 Jonathan Ma
12 Senior Vice President and Chief Financial Officer
13
14 APPROVED AS TO FORM AND CONTENT:
15 DATED: _____
16 CAROL IGOE LAW, APC
17 By: _____
18 CAROL A. IGOE
19 Attorneys for Plaintiffs, the Settlement Class,
20 and the Aggrieved Employees
21 DATED: December 15, 2025
22 GBG LLP
23 By: 
24 THOMAS E. GEIDT
25 TERESA W. GHALI
26 TUYET N. LU
27 SPENCER C. LADD
28 Attorneys for Defendant
SUTTER HEALTH

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below:

DATED: _____

INGRID RAGOOBAR, Plaintiff

DATED: _____

AMBER UGARTE, Plaintiff

DATED: _____

MARKI HENDERSON, Plaintiff

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DATED: _____

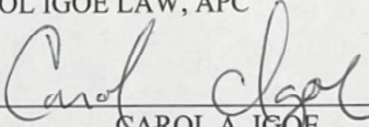
SUTTER HEALTH

By: _____
Jonathan Ma
Senior Vice President and Chief Financial Officer

APPROVED AS TO FORM AND CONTENT:

DATED: 12/16/2024

CAROL IGOE LAW, APC

By: 
CAROL A. IGOE

Attorneys for Plaintiffs, the Settlement Class,
and the Aggrieved Employees

DATED: _____

GBG LLP

By: _____
THOMAS E. GEIDT
TERESA W. GHALI
TUYET N. LU
SPENCER C. LADD

Attorneys for Defendant
SUTTER HEALTH

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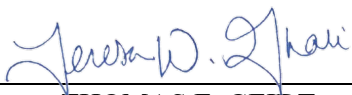
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DATED: 12/11/2025
SUTTER HEALTH

By: _____
Jonathan Ma
Senior Vice President and Chief Financial Officer

APPROVED AS TO FORM AND CONTENT:

DATED: _____
CAROL IGOE LAW, APC
By: _____
CAROL A. IGOE

Attorneys for Plaintiffs, the Settlement Class,
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DATED: December 15, 2025
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SUTTER HEALTH