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SOUTHERN CALIFORNIA HEALTH & REHABILITATION PROGRAM

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

SARA WILSHINSKY, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHERN CALIFORNIA HEALTH &
REHABILITATION PROGRAM, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 23STCV07577

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. David S.
Cunningham III, Dept. 11]*

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action Filed: April 6, 2023

Trial Date: Not set

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE

This Stipulation of Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”) is made by and between Maria Loya, on the one part, and Defendant Southern California Health & Rehabilitation Program (“Defendant”), on the other. The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or each individually as a “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned as *Sara Wilshinsky v. Southern California Health & Rehabilitation Program* (Case No. 23STCV07577), initiated on April 6, 2023 and pending in the Superior Court of the State of California for the County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Costs Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number,

and number of Workweeks and PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in English and a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means April 6, 2019, through the date of Preliminary Approval.

1.13. “Class Representative” means the Plaintiff as named in the Operative Complaint filed in this Action, subject to the Court’s approval.

1.14. “Class Representative Service Payment” means the payment, subject to the Court’s approval, to Plaintiff for initiating and providing services in support of the Action, in recognition for the risks attendant to the role as named Plaintiff and Class Representative, and in exchange for Plaintiff’s General Release. This award shall be in addition to the amount Plaintiff is eligible to receive as a Class Member.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means Southern California Health & Rehabilitation Program, the named defendant in the Action.

1.17. “Defense Counsel” means the attorneys of Landegger Verano & Davis, ALC.

1.18. “Effective Date” means the first business date after both of the following have occurred: (a) the Court enters a Judgment upon the Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or

more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$305,549.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Costs Payments, the Class Representative Service Payment, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer’s share of payroll taxes owed on the Wage Portion of Individual Class Payments.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties pursuant to Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code § 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments

in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Costs Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “Operative Complaint” means Plaintiff’s Second Amended Class and Representative Action Complaint.

1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. “PAGA Period” means April 4, 2022, through the date of Preliminary Approval.

1.33. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.34. “PAGA Notice” means the April 4, 2023 letter to the LWDA providing notice of alleged Labor Code violations, served on Defendant via certified mail, pursuant to Labor Code § 2699.3(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$30,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$22,500.00) and the 75% to LWDA (\$7,500.00) in settlement of the Released PAGA Claims.

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

1.37. “Plaintiff” means Maria Loya.

1.38. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendant and its respective parents, subsidiaries and related

1 entities, and each of their respective officers, directors, shareholders, members, persons,
2 employees, agents, servants, representatives, attorneys, insurers, re-insurers, assigns, and
3 affiliates and any and all other entities with whom they have been, are now, or may hereafter
4 be affiliated (including, without limitation, any investment bankers, accountants, insurers,
5 reinsurers, attorneys and any past, present or future officers, directors and employees),
6 predecessors, successors, and assigns.

7 1.42. “Request for Exclusion” means a Class Member’s submission to the Administrator of a
8 signed, written request to be excluded from the Class portion of the Settlement. Class
9 Members cannot request exclusion from the PAGA portion of the Settlement.

10 1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class
11 Notice to Class Members, and shall be the last date on which Class Members may fax, email,
12 or mail any (a) Requests for Exclusion from the Settlement, (b) written objections to the
13 Settlement, or (c) challenges to the calculation of Workweeks and/or PAGA Pay Periods.
14 Class Members to whom their initial Class Notice is resent after having been returned as
15 undeliverable to the Administrator shall have an additional fourteen (14) calendar days
16 beyond the Response Deadline.

17 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
18 Judgment.

19 1.45. “Workweek” means any week during which a Participating Class Member worked for
20 Defendant for at least one day during the Class Period.

21 **2. RECITALS**

22 2.1. On April 6, 2023, this Action was commenced by Sara Wilshinsky who filed a Class Action
23 Complaint against Defendant. On June 20, 2023, Ms. Wilshinsky filed a First Amended
24 Class and Representative Action Complaint. Thereafter, it was discovered that Ms.
25 Wilshinsky had become deceased. The Parties therefore stipulated to the filing of a Second
26 Amended Class and Representative Action Complaint (the “SAC”), which replaces Ms.
27 Wilshinsky with Maria Loya. The SAC alleges the following causes of action against
28 Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and

1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*]. The Parties agree the SAC is the operative complaint in the Action (the “Operative Complaint”).

2.2. Defendant vigorously denies the allegations in the Action, denies any failure to comply with the laws identified in in the Action or Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code § 2699.3(a), timely written notice was given on April 4, 2023 to Defendant and the LWDA of the allegations in the Action via the PAGA Notice. In an abundance of caution, Plaintiff submitted an amended PAGA Notice on date to replace Ms. Wilshinsky with herself as the PAGA representative.

2.4. On January 26, 2024, the Parties participated in an all-day mediation with Eve Wagner, Esq., an experienced and neutral class and PAGA action mediator, which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written documents regarding Defendant’s wage and hour policies and practices in effect during the relevant period, and a sample of time and corresponding payroll records for roughly 22% of Class Members and Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

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

Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below and subject to a potential increase under the escalator clause, if applicable, Defendant promises to pay \$305,549.00 and no more as the Gross Settlement Amount and to separately pay its employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members and/or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff. Class Representative Service Payment to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to any Individual Class and/or PAGA Payments that Plaintiff is entitled to receive as a Class Member. As part of the motion for Class Counsel Fees and Costs Payments, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of up to 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$101,849.67, and a Class Counsel Costs Payment of not more than \$22,000.00. Plaintiff and/or Class Counsel

1 will file a motion for Class Counsel Fees and Costs Payments no later than sixteen
2 (16) court days prior to the Final Approval Hearing. If the Court approves a Class
3 Counsel Fees Payment and/or a Class Counsel Costs Payment less than the amounts
4 requested, the Administrator will allocate the remainder to the Net Settlement
5 Amount. Released Parties shall have no liability to Class Counsel or any other
6 Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee
7 Payment and/or Class Counsel Costs Payment. The Administrator will pay the Class
8 Counsel Fees Payment and Class Counsel Costs Payment using one or more IRS
9 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes
10 owed on the Class Counsel Fees and Costs Payments, and holds Defendant harmless,
11 and indemnifies Defendant, from any dispute or controversy regarding any division
12 or sharing of any of these payments.

13 3.2.3. To the Administrator. An Administration Expenses Payment not to exceed
14 \$9,000.00 except for a showing of good cause and as approved by the Court. To the
15 extent actual expenses are less and/or the Court approves payment less than the
16 requested amount, the Administrator will allocate the remainder to the Net
17 Settlement Amount.

18 3.2.4. To Each Participating Class Member. An Individual Class Payment calculated by
19 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
20 by all Participating Class Members during the Class Period and (b) multiplying the
21 result by the number of Workweeks worked by each individual Participating Class
22 Member.

23 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
24 Class Member's Individual Class Payment will be allocated to settlement of
25 wage claims (the "Wage Portion"). The Wage Portion is subject to tax
26 withholding and will be reported on an IRS W-2 Form by the Administrator.
27 The remainder of each Participating Class Member's Individual Class
28 Payment will be allocated as 40% to penalties and 40% to interest (the

“Non-Wage Portion”). The Non-Wage Portion is not subject to withholdings and will be reported on an IRS 1099 Form by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees. PAGA Penalties in the total amount of \$30,000.00 to be paid from the Gross Settlement Amount, will be distributed as 75% (\$22,500.00) to the LWDA through the LWDA PAGA Payment and as 25% (\$7,500.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments will be treated as 100% penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and will be reported on IRS 1099 Forms by the Administrator.

3.2.5.2. If the Court approves an amount for PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class and PAGA Estimates. Based on a review of Defendant’s records as of mediation, it

1 was estimated that there are 338 Class Members who collectively worked 30,555
2 Workweeks, and 206 Aggrieved Employees who collectively worked 6,241 PAGA Pay
3 Periods.

4 4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary
5 Approval, Defendant will deliver the Class Data to the Administrator in the form of a
6 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
7 will maintain the Class Data in confidence, use the Class Data only for purposes of this
8 Settlement and for no other purpose, and restrict access to the Class Data to employees of
9 the Administrator who need access to effect and perform under this Agreement. Defendant
10 has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data
11 omitted Class Member identifying information and to provide corrected or updated Class
12 Data as soon as reasonably feasible. Without any extension of the deadline by which
13 Defendant must send the Class Data to the Administrator, the Parties and their respective
14 counsel will expeditiously use best efforts, and in good faith, to reconstruct or otherwise
15 resolve any issues related to missing or omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
17 Amount, and also fund the amounts necessary to fully pay its employer's share of payroll
18 taxes owed on the Wage Portion of Individual Class Payments, by transmitting the funds to
19 the Administrator on January 31, 2025, or 60 days after Final Approval, whichever is later.

20 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
21 Defendant fully funds the amounts owed under the Settlement, the Administrator will mail
22 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
23 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
24 the Class Counsel Costs Payment, and the Class Representative Service Payment.
25 Disbursement of the Class Counsel Fees Payment, the Class Counsel Costs Payment, and
26 the Class Representative Service Payment shall not precede disbursement of Individual
27 Class Payments and Individual PAGA Payments.

28 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or

1 Individual PAGA Payments and send them via First Class United States Postal
2 Service (“USPS”) Mail, postage prepaid. The face of each check shall prominently
3 state the date (not less than 180 days after the date of mailing) when the check will
4 be voided (the “Void Date”). The Administrator will cancel all checks not cashed
5 by the Void Date. The Administrator will send checks for Individual Class Payments
6 to all Participating Class Members and checks for Individual PAGA Payments to all
7 Aggrieved Employees (including Non-Participating Class Members who qualify as
8 Aggrieved Employees), including to those for whom their Class Notice was returned
9 undelivered. The Administrator may send Participating Class Members a single
10 check combining their Individual Class and PAGA Payments, if applicable. Before
11 mailing any checks, the Administrator must update recipients’ mailing addresses
12 using the National Change of Address Database.

13 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
14 Members whose checks are returned undelivered without a USPS forwarding
15 address. Within seven (7) calendar days of receiving a returned check, the
16 Administrator must re-mail checks to the USPS forwarding address provided or, if
17 none provided, to an updated address ascertained through the Class Member Address
18 Search. The Administrator need not take further steps to deliver checks to Class
19 Members whose re-mailed checks are returned as undelivered a second time. The
20 Administrator shall promptly send a replacement check to any Class Member whose
21 original check was lost or misplaced, or as requested by the Class Member prior to
22 the Void Date.

23 4.4.3. For any Class Member whose Individual Class and/or PAGA Payment check is
24 uncashed and cancelled after the Void Date, the Administrator shall transmit the
25 funds represented by such checks to the California Controller’s Unclaimed Property
26 Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject
27 to the requirements of California Code of Civil Procedure § 384, subd. (b).

28 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall

not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

5.1. Plaintiff's General Release. Plaintiff, and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release the Released Parties from any and all claims Plaintiff has or may have against them that arose through the date of Preliminary Approval, including, but not limited to, all claims that were or reasonably could have been alleged in the Operative Complaint and/or Plaintiff's PAGA Notice, based on the facts contained therein ("Plaintiff's General Release"). Plaintiff's General Release excludes any claims or actions to enforce the Settlement and any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

5.1.1. Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of the California Civil Code § 1542, which reads:

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.

5.2. Released Class Claims by Participating Class Members. Plaintiff and all Participating Class Members release the Released Parties from any and all class claims that were asserted in the Operative Complaint, or that reasonably could have been asserted based on the facts contained therein, and that arose through the date of Preliminary Approval ("Released Class Claims"), including claims for unpaid wages and overtime, missed meal and rest periods, waiting time penalties, payroll wage stub violations, and unreimbursed expenses. The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the Class Period.

1 5.3. Released PAGA Claims by Aggrieved Employees. Plaintiff and all Aggrieved Employees,
2 regardless of whether they have submitted a Request for Exclusion from the Settlement,
3 release the Released Parties from any and all claims for civil penalties under PAGA that
4 were asserted in Plaintiff's PAGA Notice and the Operative Complaint, or that reasonably
5 could have been asserted based on the facts contained therein, and that arose through the
6 date of Preliminary Approval ("Released PAGA Claims"). The Released PAGA Claims
7 exclude any claims for vested benefits, unemployment benefits, disability benefits, social
8 security benefits, or workers' compensation benefits that arose at any time, or any claims
9 based on occurrences outside of the PAGA Period.

10 5.4. Date Releases are Effective. The released claims described in Paragraph 5 above will be
11 effective upon the Final Approval Order and Defendant's payment of the Gross Settlement
12 Amount and its employer's share of payroll taxes to the Administrator.

13 **6. MOTION FOR PRELIMINARY APPROVAL**

14 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and file all documents necessary for
15 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in
16 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
17 under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under
18 Labor Code § 2699(f)(2); (ii) a draft proposed order granting preliminary settlement
19 approval and approving the proposed Class Notice; (iii) a signed declaration from the
20 Administrator attaching its bid for administering the Settlement and attesting to its
21 willingness to serve; competency; operative procedures for protecting the security of Class
22 Data; amounts of insurance coverage for any data breach, defalcation of funds, or other
23 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
24 Members; and the nature and extent of any financial relationship with Plaintiff, Class
25 Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness
26 and competency to serve as the Class Representative, and disclosing all facts relevant to any
27 actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a
28 signed declaration from Class Counsel attesting to competency to represent Class Members;

timely transmission to the LWDA of all necessary PAGA documents (the PAGA Notice [Lab. Code § 2699.3(a)], the FAC [Lab. Code § 2699(l)(1)], and this Agreement [Lab. Code § 2699(l)(2)]; and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval and for appearing in Court to advocate in favor of the Motion. Class Counsel is responsible for delivering the Court's Preliminary Approval to the appointed Administrator.

6.3. Duty to Cooperate. Class Counsel and Defense Counsel will expeditiously meet and confer, in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting, in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting, in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing

reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A with a Spanish translation. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods, if applicable, used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and shall re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notices to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Workweek and/or PAGA Pay Periods challenges, and Requests for Exclusion will be extended an additional

fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose initial Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement may opt-out by sending the Administrator a Request for Exclusion. A Request for Exclusion is a letter from a Class Member or his/her legal representative that reasonably communicates the Class Member's election to be excluded from the Settlement, provides the Class Member's full name, and identifies the Action as *Wilshinsky v. Southern California Health & Rehabilitation Program* (Case No. 23STCV07577). While not necessary to be deemed valid, the Request for Exclusion may contain the Class Member's contact information (mailing address, email address, and/or telephone number) to help the Administrator identify the Class Member and contact the Class Member, if necessary, to clarify his or her desire to be excluded. The Request for Exclusion must be signed by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
2 to contain all the information specified in the Class Notice. The Administrator shall
3 accept any Request for Exclusion as valid if the Administrator can reasonably
4 ascertain the identity of the person as a Class Member and the Class Member's desire
5 to be excluded. The Administrator's determination shall be final and not appealable
6 or otherwise susceptible to challenge. If the Administrator has reason to question
7 the authenticity of a Request for Exclusion, the Administrator may demand
8 additional proof of the Class Member's identity. The Administrator's determination
9 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under this Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the
13 Released Class Claims under Paragraph 5.2 above, regardless of whether the
14 Participating Class Member actually receives the Class Notice or objects to the
15 Settlement.

16 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment
18 or have the right to object to the class action components of the Settlement. Because
19 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
20 Non-Participating Class Members who are Aggrieved Employees are subject to the
21 Released PAGA Claims identified in Paragraph 5.3 above and are eligible for an
22 Individual PAGA Payment.

23 7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member
24 shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an
25 additional fourteen (14) calendar days for Class Members whose initial Class Notice is re-
26 mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated
27 to the Class Member in the Class Notice. The Class Member may challenge the allocation
28 by communicating with the Administrator via fax, email, or mail. Any mailed challenges

1 must be postmarked by the Response Deadline. The Administrator must encourage the
2 challenging Class Member to submit supporting documentation. In the absence of any
3 contrary documentation, the Administrator is entitled to presume that the Workweeks and/or
4 PAGA Pay Periods reported in the Class Notice are correct so long as they are consistent
5 with the Class Data. The Administrator's determination of each Class Member's allocation
6 of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
7 susceptible to challenge. The Administrator shall promptly provide copies of all challenges
8 to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class
9 Counsel and the Administrator's determination the challenges.

10 7.7. Objections to Settlement.

11 7.7.1. Only Participating Class Members may object to the class action components of the
12 Settlement, including contesting the fairness of the Settlement and/or amounts
13 requested for the Class Counsel Fees Payment, Class Counsel Costs Payment, and/or
14 Class Representative Service Payment.

15 7.7.2. Participating Class Members may send written objections to the Administrator, via
16 fax, email, or mail. In addition and/or in the alternative, Participating Class Members
17 may appear in Court (or hire an attorney to appear in Court) to present verbal
18 objections at the Final Approval Hearing. A Participating Class Member who elects
19 to send a written objection to the Administrator must do so via fax, email, or
20 postmarked no later than sixty (60) calendar days after the Administrator's mailing
21 of the Class Notice (plus an additional [14] calendar days for Class Members whose
22 Class Notice was re-mailed).

23 7.7.3. Non-Participating Class Members have no right to object to the Settlement.

24 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish,
27 maintain, and use an internet website to post information of interest to Class
28 Members, including the date, time, and location for the Final Approval Hearing and

1 copies of the Settlement Agreement, Motion for Preliminary Approval, the
2 Preliminary Approval Order, the Class Notice, the Motion for Final Approval
3 (including requests for the for Class Counsel Fees Payment, Class Counsel Costs
4 Payment, and Class Representative Service Payment), the Final Approval Order, and
5 the Judgment. The Administrator will post a copy of the Judgment on its website for
6 a period of no less than ninety (90) calendar days following entry thereof. The
7 Administrator will also maintain and monitor an email address and a toll-free
8 telephone number to receive Class Member calls, faxes, and emails.

9 7.8.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The
10 Administrator will promptly review, on a rolling basis, Requests for Exclusion to
11 ascertain their validity and timeliness. No later than five (5) business days after the
12 expiration of the deadline for submitting Requests for Exclusion or written
13 Objections, the Administrator shall email a list to Class Counsel and Defense
14 Counsel containing (a) the names and other identifying information of Class
15 Members who have timely submitted valid Requests for Exclusion (the “Exclusion
16 List”); (b) the names and other identifying information of Class Members who have
17 submitted invalid and/or untimely Requests for Exclusion; (c) copies of all Requests
18 for Exclusion from Settlement submitted (whether valid or invalid, timely or
19 untimely); and (d) copies of all written objections.

20 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
21 to Class Counsel and Defense Counsel that, among other things, tally the number of:
22 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
23 Exclusion (whether valid or invalid, timely or untimely) received, objections
24 received (whether timely or untimely), challenges to Workweeks and/or PAGA Pay
25 Periods received and/or resolved, and checks mailed for Individual Class Payments
26 and Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must
27 include the Administrator’s assessment of Requests for Exclusion, objections, and
28 challenges to Workweek and/or PAGA Pay Periods, and attach copies of all

Requests for Exclusion and objections received.

7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid, timely or untimely), the number of written objections (both timely or untimely), and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

1 **8. ESCALATOR CLAUSE**

2 The Gross Settlement Amount is based Defendant's believe that there are approximately 30,555 total
3 Workweeks at issue during the Class Period, as of the date of mediation (January 26, 2024). If the number of
4 Workweeks is ten percent (10%) higher (i.e., if the number of Workweeks is 33,391 or more), then Defendant
5 will have the option, in its sole discretion, to either (1) increase the Gross Settlement Amount by the
6 percentage that the actual number of Workweeks exceeds 33,391, or (2) select an earlier end date for the Class
7 and PAGA Periods such that total number of Workweeks does not exceed 33,391.

8 **9. DEFENDANT'S RIGHT TO WITHDRAW**

9 No later than seven (7) calendar days after the Response Deadline, the Administrator shall email a list
10 to Class Counsel and Defense Counsel containing the names of Class Members who have submitted timely
11 and valid Requests for Exclusion (the "Exclusion List"). If the number of valid and timely Requests for
12 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but
13 is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the
14 Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any
15 further obligation to perform under this Settlement; provided, however, Defendant will remain responsible
16 for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and
17 the Court of its election to withdraw no later than thirty (30) calendar days after the Administrator sends the
18 final Exclusion List to Defense Counsel; late elections will have no effect.

19 **10. MOTION FOR FINAL APPROVAL**

20 No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file
21 in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA portion
22 of the Settlement under Labor Code § 2699(l) and a proposed order granting final approval and judgment
23 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of the proposed order granting final
24 approval and judgment to Defense Counsel no later than seven (7) calendar days prior to filing the Motion
25 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in person or by
26 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

27 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

28 Participating Class Member, including the right to file responsive documents in Court no

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2. Duty to Cooperate. If the Court does not grant Final Approval of the Settlement or conditions
4 Final Approval on any material change to the Settlement (including, but not limited to, the
5 scope of release to be granted by Class Members), the Parties will expeditiously work
6 together, and in good faith, to address the Court's concerns, including by revising the
7 Agreement as necessary, to obtain Final Approval of the Settlement. The Court's decision
8 to award less than the amounts requested for the Class Representative Service Payment,
9 Class Counsel Fees Payment, Class Counsel Costs Payment, and/or Administration
10 Expenses Payment shall not constitute a material modification to the Agreement within the
11 meaning of this Paragraph.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
14 of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing settlement
15 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
16 law.

17 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
19 Class Counsel Costs Payment reflected set forth in this Settlement, the Parties, their
20 respective counsel, and all Participating Class Members waive all rights to appeal from the
21 Judgment, including all rights to post-Judgment and appellate proceedings, the right to file
22 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
23 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or
24 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
25 Agreement will be suspended until such time as the appeal is finally resolved and the
26 Judgment becomes final, except as to matters that do not affect the amount of the Net
27 Settlement Amount.

28 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

1 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
2 material modification of this Agreement (including, but not limited to, the scope of releases
3 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
4 nevertheless expeditiously work together, and in good faith, to address the appellate court's
5 concerns and to obtain Final Approval of the Settlement and entry of Judgment, sharing, on
6 a 50-50 basis, any additional administration expenses reasonably incurred after remittitur.
7 An appellate decision to vacate, reverse, or modify the Court's award of the Class
8 Representative Service Payment or any payments to Class Counsel shall not constitute a
9 material modification of the Judgment within the meaning of this Paragraph, so long as the
10 Gross Settlement Amount remains unchanged.

11 **11. AMENDED JUDGMENT**

12 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
13 together in good faith to jointly submit and a proposed amended judgment.

14 **12. ADDITIONAL PROVISIONS**

15 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other
16 Purposes. This Settlement represents a compromise and settlement of highly disputed
17 claims. Nothing in the Settlement and/or in this Agreement is intended or should be
18 construed as an admission by Defendant that any of the allegations in the Action have merit
19 or that Defendant has any liability for any claims asserted; nor should it be intended or
20 construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
21 The Parties agree that class certification and representative treatment is for purposes of this
22 Settlement only. If, for any reason, the Court does not grant Preliminary and/or Final
23 Approval of the Settlement, or enter Judgment, Defendant reserves the right to contest
24 certification of any class for any reasons and reserves all available defenses to the claims in
25 the Action, and Plaintiff reserves the right to move for class certification on any grounds
26 available and to contest Defendant's defenses. The Settlement, this Agreement, and the
27 Parties' willingness to settle the Action will have no bearing on, and will not be admissible
28 in connection with, any litigation (except for proceedings to enforce or effectuate the

Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of this Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding the Settlement, this Agreement, or the matters giving rise to this Agreement, except to respond only that "the matter was resolved" or words to that effect. Further, following the filing of the Motion for Preliminary Approval, the Parties and their respective counsel agree to make no comments to the media or otherwise publicize the terms of the Settlement. This Paragraph shall not restrict Class Counsel's communications with Class Members in accordance with any ethical obligations Class Counsel owes to Class Members.

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

12.4. Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with its attached exhibit, shall constitute the entire agreement between

the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.6. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

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

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each Party.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed

by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the disbursement of all Settlement funds, Plaintiff shall destroy any and all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

12.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by email or messenger, addressed

as follows:

To Plaintiff:

MOON LAW GROUP, PC

1055 W. Seventh St., Suite 1880

Los Angeles, California 90017

Kane Moon (E-mail: kmoon@moonlawgroup.com)

Allen Feghali (E-mail: afeghali@moonlawgroup.com)

Charlotte Mikat-Stevens (E-mail: cmikat-stevens@moonlawgroup.com)

To Defendant:

LANDEGGER VERANO & DAVIS, ALC

15760 Ventura Blvd., Suite 1200

Encino, California 91436

Alfred Landegger (E-mail: alfred@landeggeresq.com)

Marie D. Davis (E-mail: marie@landeggeresq.com)

Luiza Manuelian (E-mail: luiza@landeggeresq.com)

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

[Signatures on following page]

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff:**

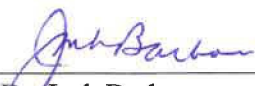
3 Dated: May 1, 2024

By: 
Maria Loya (May 1, 2024 11:07 PDT)

Maria Loya

5 **Defendant:**

6 Dated: May 3, 2024

By: 

Dr. Jack Barbour

Title: CEO

10 **APPROVED AS TO FORM ONLY BY:**

11 **Plaintiff's Counsel:**

12 Dated: 05/01/2024

MOON LAW GROUP, PC

13 By: 

Kane Moon

Allen Feghali

Charlotte Mikat-Stevens

Attorneys for Plaintiff

17 **Defendant's Counsel:**

18 Dated: May 3, 2024

LANDEGGER VERANO & DAVIS, ALC

19 By: 

Alfred Landegger

Marie D. Davis

Luiza Manuelian

Attorneys for Defendant

*SOUTHERN CALIFORNIA HEALTH &
REHABILITATION PROGRAM*

EXHIBIT A

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

Sara Wilshinsky v. Southern California Health & Rehabilitation Program
Los Angeles County California Superior Court Case No. 23STCV07577

The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit *Sara Wilshinsky v. Southern California Health & Rehabilitation Program*, Los Angeles Superior Court Case No. 23STCV07577 (the “Action”) for alleged wage and hour violations. The Action was filed by a former employee of Southern California Health & Rehabilitation Program (“Defendant”) (together, Plaintiff and Defendant are the “Parties”). The Action seeks payment of (1) back wages for a class of all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the Class Period (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “Class Period” is the period from April 6, 2019, through the date of Preliminary Approval. The “PAGA Period” is the period from April 4, 2022, through the date of Preliminary Approval.

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Class Payments to Class Members who do not request exclusion from the Settlement (“Participating Class Members”), and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (the “LWDA”).

Based on Defendant’s business records, **your Individual Class Payment is estimated to be \$ [redacted] (less wage withholdings) and your Individual PAGA Payment is estimated to be \$ [redacted]**. (If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment because, according to Defendant’s records, you didn’t work during the PAGA Period and, therefore, are not an Aggrieved Employee.) However, the actual amount you may receive may be different and will depend on various factors.

The above estimates are based on Defendant’s records showing that **you worked [redacted] workweeks** during the Class Period, and that **you worked [redacted] pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods, you can submit a challenge by **Response Deadline**. See **Section 4** of this Notice for more information.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. However, the Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement or be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims, as defined below, against Defendant and other Released Parties.
- (2) **Request for Exclusion from the Class Settlement.** You can exclude yourself from the Class Settlement by submitting a Request for Exclusion to the Administrator. If you request exclusion, you will not receive an Individual Class Payment. You will, however, preserve your right to assert the Released Class Claims, as are defined below, against Defendant and other Released Parties. However, cannot request exclusion from the PAGA Settlement; meaning, if you are an Aggrieved Employee, you will still receive an

Individual PAGA Payment and have to give up your right to assert the Released PAGA Claims, as defined below, against Defendant and other Released Parties.

- (3) **Object to the Class Settlement.** You can object to the Class Settlement by submitting a written objection to the Administrator. Alternatively, and/or in addition, you can appear at the Final Approval Hearing (or hire an attorney to appear on your behalf) to object. However, you cannot object to the PAGA Settlement. Additionally, you can only object to the Class Settlement if you have not excluded yourself from the Class Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be considered a Participating Class Member and be eligible for an Individual Class Payment and may be eligible for an Individual PAGA Payment. In exchange, you will give up your right to assert wage claims against Defendant and other Released Parties that are covered by the Class Settlement ("Released Class Claims").
You Can Submit a Request for Exclusion from the Class Settlement, but not the PAGA Settlement The Deadline to Submit a Request for Exclusion is [REDACTED]	If you don't want to fully participate in the Settlement, you can exclude yourself from the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be considered a "Non-Participating Class Member" and no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to the Settlement. <i>See Section 6</i> of this Notice for more information. However, you cannot exclude yourself from the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and all Aggrieved Employees must give up their rights to pursue claims for penalties against Defendant and other Released Parties that are covered by the PAGA Settlement ("Released PAGA Claims").
Participating Class Members Can Object to the Class Settlement, but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	Only Class Members who do not exclude themselves from the Class Settlement ("Participating Class Members") can object to the proposed Settlement. However, Class Members cannot object to the PAGA Settlement, regardless of whether they exclude themselves from the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff, who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See Section 7</i> of this Notice for more information.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform, and verbally object to the Settlement at the Final Approval Hearing. <i>See Section 8</i> of this Notice for more information. Remember that only Participating Class Members can object to the proposed Settlement. Do not submit a Request for Exclusion if you want to object.
You Can Challenge the Calculation of Your Workweeks and/or PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked for at least one day during the Class Period ("Workweeks") and how many Pay Periods you

Written Challenges Must be Submitted by [REDACTED]	worked for at least one day during the PAGA Period (“PAGA Pay Periods”), respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice for more information.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff filed a proposed Class action lawsuit on behalf of herself, the State of California, and other current and former employees of Defendant. In the Action, Plaintiff accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, final wages due in a timely fashion upon separation of employment, and reimbursable business-related expenses, as well as failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under the California Business and Professions Code and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys of Moon Law Group, PC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages, contends it complied with all applicable laws, and maintains this Action is not appropriate for Class certification.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, or whether the Action should be certified as a Class Action. Rather than continuing the expensive and time-consuming process of litigation, and considering the substantial risks of losing, Plaintiff and Defendant hired an experienced and neutral mediator, Eve Wagner, in an effort to resolve the Action and negotiate a lengthy written settlement agreement to end the case (the “Settlement Agreement”). The negotiations were successful. By signing the Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement Agreement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement Agreement reflects a compromise by both Parties of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims, and likewise, Plaintiff does not admit to the merit of Defendant’s defenses.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of Class Members. The Court has preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a Final Approval Hearing to determine whether to grant Final Approval of the proposed Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$305,549.00 as the Gross Settlement Amount (the “Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Representative Service Payment to Plaintiff, Class Counsel’s Fees and Costs Payments, the Administrator’s Expenses Payment, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (the “LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement, and also fund the amounts necessary to fully pay its

employer's share of payroll taxes owed on the Wage Portion of Individual Class Payments, on the later of January 31, 2025, or 60 days after the Court grants Final Approval of the proposed Settlement.

2. Court Approved Deductions from the Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the actual amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 33 1/3% of the Gross Settlement (currently estimated to be \$101,849.67) to Class Counsel for attorneys' fees and up to \$22,000.00 as reimbursement for their out-of-pocket litigation expenses (the "Class Counsel Fees Payment" and "Class Counsel Costs Payment," respectively). To date, Class Counsel have worked and incurred expenses on the Action without any payment.
 - B. Up to \$7,500.00 as a service award to Plaintiff for filing the Action, working with Class Counsel, and representing the Class (the "Class Representative Service Payment"). This award will be the only amount Plaintiff will receive, excluding any Individual Class Payment and Individual PAGA Payment Plaintiff is eligible to receive.
 - C. Up to \$9,000.00 to the Administrator for services and costs in administering the Settlement (the "Administration Expenses Payment").
 - D. Up to \$30,000.00 for PAGA Penalties, allocated as 75% (\$22,500.00) to the LWDA (the "LWDA PAGA Payment") and 25% (\$7,500.00) in Individual PAGA Payments to Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of the above deductions, other than the PAGA Penalties amount, and the Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions from the Gross Settlement in the amounts approved by the Court, the Administrator will distribute the remainder (the "Net Settlement") Participating Class Members through Individual Class Payments based on the number of Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to wages (the "Wage Portion"), and the remaining 40% to penalties and 40% to interest (the "Non-Wage Portion). The Wage Portion is subject to tax withholdings and will be reported on an IRS W-2 Form by the Administrator. Defendant will separately pay its employer's share of payroll taxes owed on the Wage Portion.

On the other hand, Individual PAGA Payments are counted as 100% penalties, rather than wages, for tax purposes, and therefore, they are not subject to any withholdings. However, the Administrator will report Individual PAGA Payments, as well as the Non-Wage Portions of Individual Class Payments, on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to the above allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received under the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. The Proposed Settlement Will Be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either

case, the Settlement will be void; meaning, Defendant will not pay any money and Class Members will not release any claims.

6. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”), to mail you this Notice, calculate payments to Class Members, and process and/or resolve any Requests for Exclusion, written objections, or challenges to Workweeks and/or PAGA Pay Periods. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
7. Released Parties. For purposes of the Released Class Claims and Released PAGA Claims, the “Released Parties” means Defendant and its respective parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, members, persons, employees, agents, servants, representatives, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns.
8. Released Class Claims by Participating Class Members. Upon the Court’s Final Approval Order and Defendant’s payment of the Gross Settlement and its employer’s share of payroll taxes to the Administrator, Plaintiff and all Participating Class Members release the Released Parties from any and all class claims that were asserted in the Operative Complaint, or that reasonably could have been asserted based on the facts contained therein, and that arose through the date of Preliminary Approval (“Released Class Claims”), including claims for unpaid wages and overtime, missed meal and rest periods, waiting time penalties, payroll wage stub violations, and unreimbursed expenses. The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or any claims based on occurrences outside of the Class Period.

Unless you submit a timely and valid Request for Exclusion, you will be bound by this release. This means that you will not be able to sue, maintain a current lawsuit, or be part of another lawsuit against the Released Parties for the Released Class Claims.

9. Released PAGA Claims by Aggrieved Employees. Upon the Court’s Final Approval Order and Defendant’s payment of the Gross Settlement and its employer’s share of payroll taxes to the Administrator, Plaintiff and all Aggrieved Employees, regardless of whether they have submitted a Request for Exclusion from the Settlement, release the Released Parties from any and all claims for civil penalties under PAGA that were asserted in Plaintiff’s PAGA Notice and the Operative Complaint, or that reasonably could have been asserted based on the facts contained therein, and that arose through the date of Preliminary Approval (“Released PAGA Claims”). The Released PAGA Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or any claims based on occurrences outside of the PAGA Period.

If you are an Aggrieved Employee, you will be bound by this release, even if you submit a timely and valid Request for Exclusion from the Class Settlement. This means that you will not be able to sue, maintain a current lawsuit, or be part of another lawsuit against the Released Parties for the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. See **Page 1** of this Notice for the amount that is currently estimated for your Individual Class Payment.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. See **Page 1** of this Notice for the amount that is currently estimated for your Individual PAGA Payment (if none is stated, that means that according to Defendant's records, you didn't work during the PAGA Period and, therefore, are not an Aggrieved Employee.)
3. Workweek and/or PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as are recorded in Defendant's records, are stated on **Page 1** of this Notice. You have until **Response Deadline** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by sending a signed, written letter to the Administrator via mail, email, or fax. See **Section 9** of this Notice for the Administrator's contact information.

You will need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's records of your Workweeks and/or PAGA Pay Periods unless you send documentation showing contrary information. You should send copies of such documentation, rather than originals, because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final, meaning you can't appeal or otherwise challenge the Administrator's decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. postal mail, a check to every Participating Class Member containing his or her Individual Class Payment. If the Participating Class Member is also eligible for an Individual PAGA Payment, the Administrator may combine those amounts in a single check.
2. Non-Participating Class Members. The Administrator will send, by U.S. postal mail, a single check to every Aggrieved Employee who opts out of the Class Settlement containing his or her Individual PAGA Payment check.

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Unless you notify the Administrator about any change to your mailing address, your check will be sent to the same address where this Notice was sent.

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the date when the check expires (the "Void Date"). The front of every check will state the Void Date. If you don't cash your check by the Void Date, the Administrator will cancel your checks and give the funds to a *cy pres* recipient. The Parties have appointed Legal Aid at Work as the *cy pres* recipient of any uncashed settlement funds, subject to the Court's approval.

6. HOW DO I REQUEST EXCLUSION FROM THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in a signed writing and no later than **Response Deadline** that you wish to exclude yourself (“Request for Exclusion”). If you submit a valid and timely Request for Exclusion, you not receive an Individual Class Payment, but will preserve the rights to pursue any Released Class Claims.

To be valid, the Request for Exclusion should be a letter from you or your legal representative setting forth your full name, providing a simple statement that communicates your wish to be excluded from the Settlement, and identifying the Action as *Wilshinsky v. Southern California Health & Rehabilitation Program* (Case No. 23STCV07577). You may, but are not required to, include your contact information (mailing address, email address, and/or telephone number) in your Request for Exclusion to help the Administrator identify you and contact you, if necessary, to clarify your desire to be excluded. Also, your Request for Exclusion must be signed by you or your legal representative; no one else can make the request for you.

To be timely, your Request for Exclusion must be submitted to the Administrator by **Response Deadline**. You can submit your Request for Exclusion by fax, email, or by mail if postmarked by **Response Deadline**. See **Section 9** of this Notice for the Administrator’s contact information.

Remember, you cannot exclude yourself from the PAGA Settlement. Non-Participating Class Members remain eligible for Individual PAGA Payments (if any) in exchange for giving up their right to pursue any Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing scheduled for [REDACTED], Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a motion for payment of Class Counsel Fees, Class Counsel Costs, Class Representative Service award, Administration Expenses, and PAGA Penalties. The Motion for Final Approval will state the amounts being requested. A Participating Class Member who disagrees with any aspect of the Settlement Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair or that the amounts requested by Class Counsel and/or Plaintiff are too high or too low.

You may object by sending a written objection to the Administrator by **Response Deadline**. You can submit your written objection by fax, email, or by mail if postmarked by **Response Deadline**. See **Section 9** of this Notice for the Administrator’s contact information.

In addition and/or in the alternative, you can object by attending the Final Approval Hearing (or personally retain a lawyer, at your own cost, to appear on your behalf and object). You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice for specifics regarding the Final Approval Hearing.

Remember, if you exclude yourself from the Class Settlement, you cannot object. Only Participating Class Members have the right to object to the proposed Settlement, and only to the Class portion.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department **11** of the Los Angeles County Superior Court, Spring Street Courthouse located at 312 N Spring Street, Los Angeles, CA 90012. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and

how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the LWDA, Aggrieved Employees, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend on your behalf at your own cost) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

It is possible that the Court will reschedule the Final Approval Hearing. Before the Final Approval Hearing, you should check the Administrator's website at [REDACTED] or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything that Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, Motion for Final Approval, or any other documents relevant to the Action is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below to obtain copies of relevant documents and more information.

Additionally, the documents in this Action may be examined through the Los Angeles County Superior Court. You can make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000. You can also view the records online on the Los Angeles County Superior Court's website by visiting <http://www.lacourt.org/casesummary/ui/index> and entering the case number for this Action (23STCV07577).

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Contact Information for Class Counsel:

Name of Attorneys: Kane Moon; Allen Feghali; Charlotte Mikat-Stevens
Email Addresses: kmoon@moonlawgroup.com; afeghali@moonlawgroup.com;
cmikat-stevens@moonlawgroup.com
Name of Firm: Moon Law Group, PC
Mailing Address: 1055 W. Seventh Street, Suite 1880, Los Angeles, California 90017
Telephone: (213) 232-3128
Fax Number: (213) 232-3125

Contact Information for the Settlement Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address: XX
Mailing Address: XX
Telephone: XX
Fax Number: XX
Website: XX