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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

18 NELIDA BARAJAS, an individual, on
19 behalf of herself and others similarly
situated,

20 Plaintiff,

21 vs.

22 CANCER CENTER ONCOLOGY
23 MEDICAL GROUP, INC. – EAST
COUNTY, a California corporation;
24 CANCER CENTER ONCOLOGY
MEDICAL GROUP, a business entity of
25 unknown form; and DOES 1 through 50,
inclusive,

26 Defendants.

Case No. 37-2023-00029649

Assigned for All Purposes To:

Hon. James A. Mangione

Dept.: C-75

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

Original Complaint filed: July 14, 2023

First Amended Complaint: September 15, 2023

Trial Date: None set

1 This Joint Stipulation of Class and PAGA Action Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Nelida Barajas (“Plaintiff”) and defendants Cancer Center Oncology
3 Medical Group, Inc. - East County and Cancer Center Oncology Medical Group¹ (collectively,
4 “CCOMG” or “Defendant”). The Agreement refers to Plaintiff and CCOMG collectively as
5 “Parties,” or individually as “Party.”

6 1. **DEFINITIONS.** All capitalized terms used in this Agreement shall have the meaning ascribed
7 above or in this Definitions paragraph.

8 1.1. “Action” means the Plaintiff’s lawsuit against CCOMG captioned *Barajas v. Cancer*
9 *Center Oncology Medical Group, Inc. – East County; and Cancer Center Oncology Medical Group,*
10 Case No. 37-2023-00029649, initiated on July 14, 2023, and pending in Superior Court of the State
11 of California, County of San Diego.

12 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint
13 to administer the Settlement, or any other third-party class action settlement administrator agreed to
14 by the Parties and approved by the Court for purposes of administering this Settlement pursuant to
15 the terms of this Agreement, the Preliminary Approval, and the Final Approval Order and Judgment,
16 including, without limitation: printing, distributing, and tracking documents for this Settlement;
17 calculating estimated amounts to be paid to each Participating Class Member and Aggrieved
18 Employee; tax reporting; distributing all amounts due under this Agreement, calculated in
19 accordance with this Agreement; providing necessary reports and declarations; and other duties and
20 responsibilities set forth herein to process this Settlement and/or as may be requested in writing
21 jointly by the Parties. The Administrator shall agree to confidentiality terms as may be required by
22 the Defendant regarding personnel and payroll data provided to the Administrator and shall work
23 with Class Counsel and Defense Counsel to implement and administer appropriate confidentiality
24 fraud-prevention policies and practices.

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28 ¹ Cancer Center Oncology Medical Group is the DBA of Cancer Center Oncology Medical Group,
Inc. - East County.

1 1.3. "Administration Costs" means the costs approved by the Court to be paid to the
2 Administrator for administering this Settlement. The Administration Costs will be paid from the
3 Gross Settlement Amount. The Administration Costs are currently estimated not to exceed
4 \$5,000.00 (Five-Thousand Dollars). The Parties stipulate and agree that the Administration Costs
5 necessary to administer the Settlement may exceed this estimate.

6 1.4. "Aggrieved Employee(s)" means and includes all individuals who were or have been
7 employed by Defendant in California as non-exempt employees at any time during the PAGA Period
8 and who have not previously released their claims against Defendant.

9 1.5. "Class Member(s)" or "Settlement Class Member(s)" means and includes all individuals
10 who were or have been employed by Defendant in California as non-exempt employees at any time
11 during the Class Period and who have not previously released their claims against Defendant.

12 1.6. "Class Counsel" means D.Law, Inc.

13 1.7. "Class Counsel Fees" and "Class Counsel Costs" (collectively, "Class Counsel Fees and
14 Costs") mean the amount(s) allocated to Class Counsel and approved by the Court for
15 reimbursement of reasonable attorneys' fees and expenses, respectively, incurred in connection with
16 this Action. Class Counsel will request approval of an award of (i) attorneys' fees in an amount not
17 to exceed one-third of the Gross Settlement Amount (i.e., \$133,333.33) and (ii) actual reasonable
18 litigation costs in an amount not to exceed Twenty Five Thousand Dollars (\$25,000). Class Counsel
19 Fees and Costs will be paid out of the Gross Settlement Amount. To the extent that the Court
20 approves less than the amount of Class Counsel Fees and Costs requested, the difference between
21 the requested and awarded amounts will remain part of the Net Settlement Amount for distribution
22 to the Settlement Class Members.

23 1.8. "Class Data" means the following Class Member identifying information in Defendant's
24 possession: each putative Class Member's name, last-known mailing address, Social Security
25 number, and dates of employment.

26 1.9. "Class Member Address Search" means the Administrator's investigation and search for
27 the current mailing addresses of Class Members using all reasonably available sources, methods and

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1 means including, but not limited to, the National Change of Address database, skip traces, and direct
2 contact by the Administrator with Class Members.

3 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
4 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class
5 Members in English in the form, without material variation, attached as Exhibit A and incorporated
6 by reference into this Agreement.

7 1.11. "Class Period" means the period from July 14, 2019 through February 2, 2024.

8 1.12. "Class Representative" means Plaintiff Nelida Barajas.

9 1.13. "Class Representative Enhancement" means the payment to the Class Representative for
10 initiating the Action and providing services in support of the Action. Class Counsel will request the
11 Court approve as a service award for distribution to Plaintiff as the named Class Representative for
12 the Settlement Class an amount not to exceed Ten Thousand Dollars (\$10,000). The service award
13 will be requested in recognition of Plaintiff's efforts and risks in assisting with the prosecution of
14 the Action and in return for Plaintiff's general release of claims pursuant to Paragraph 5.1, below,
15 under "Plaintiff's Released Claims."

16 1.14. "Court" means the Superior Court of California, County of San Diego.

17 1.15. "Defense Counsel" means Solomon Ward Seidenwurm & Smith LLP.

18 1.16. "Settlement Effective Date" means the date by when all of the following have occurred:
19 (a) the Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (b) the
20 Court has issued Preliminary Approval of the Settlement; (c) the Court has held the Final Approval
21 Hearing and entered the Final Approval Order and Judgment; and (d) the Judgment is final. The
22 Judgment shall be deemed final as of the latest of the following occurrences: (a) if no Participating
23 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
24 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
25 of appeal from the Judgment if no appeal is filed; or (c) if a timely appeal from the Judgment is
26 filed, the day after the appellate court affirms the Judgment and issues a remittitur.

27 1.17. "Final Approval" means the Court's order granting final approval of the Settlement.

28 1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval.

1 1.19. "Final Approval Order and Judgment" means the order signed and entered by the Court
2 granting final approval of the Agreement and entering judgment thereon on substantially the same
3 terms as provided in this Agreement or as may be modified by subsequent written agreement of the
4 Parties and approved by the Court.

5 1.20. "Gross Settlement Amount" or "GSA" means the amount of \$400,000.00 (Four Hundred
6 Thousand Dollars), which is the maximum amount Defendant agrees to pay under the Settlement,
7 except as provided in Paragraphs 8 and 9 below, in exchange for Plaintiff's and the Class Members'
8 release of and in full satisfaction of all claims, including without limitation Plaintiff's Released
9 Claims, the Released Class Claims and the Released PAGA Claims. The Parties stipulate and agree
10 that the GSA is and shall be non-reversionary and covers and satisfies all amounts necessary to settle
11 the Action including, without limitation, all Individual Class Payments, Individual PAGA
12 Payments, the LWDA PAGA Payment, Class Counsel Fees and Costs, Class Representative
13 Enhancement and Administration Costs. In addition to the GSA, Defendant agrees that it shall be
14 responsible to pay, and shall deposit an amount with the Administrator sufficient to pay, all
15 employer-side payroll taxes, as calculated by the Administrator. The Administrator will then be
16 responsible for making appropriate deductions, reporting obligations, and issuing the Individual
17 Class Payments.

18 1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the
19 Net Settlement Amount. For each Participating Class Member, the Individual Class Payment shall
20 equal and be calculated as follows (i) dividing the Net Settlement Amount by the total number of
21 Workweeks worked by all Participating Class Members and (ii) multiplying the result by the number
22 of Workweeks worked by the applicable Participating Class Member.

23 1.22. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
24 the PAGA Penalties. For each Aggrieved Employee, the Individual PAGA Payment shall equal and
25 calculated as follows (i) dividing 25% of the amount of the PAGA Penalties (i.e., dividing \$5,000)
26 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (ii) multiplying
27 the result by the number of PAGA Pay Periods worked by the applicable Aggrieved Employee.

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1 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.

2 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency
3 identified in Labor Code section 2699, subd. (i).

4 1.25. "LWDA PAGA Payment" means 75% of the PAGA Penalties, which shall be paid to the
5 LWDA under Labor Code section 2699, subd. (i).

6 1.26. "Motion for Final Approval" means Plaintiff's motion for final approval of the Settlement
7 that includes a request for approval of all terms of this Settlement and Agreement, including without
8 limitation settlement of PAGA claims under Labor Code section 2699, subd. (l), a Proposed Final
9 Approval Order and a proposed Judgment. Plaintiff shall file the Motion for Final Approval as soon
10 as reasonably practicable following expiration of the Response Deadline.

11 1.27. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the
12 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
13 PAGA Payment, Class Representative Enhancement, Class Counsel Fees and Costs, and the
14 Administration Costs. The NSA shall be distributed to Participating Class Members as Individual
15 Class Payments, calculated in accordance with this Agreement.

16 1.28. "Non-Participating Class Member" means any Class Member who opts out of the
17 Settlement by sending the Administrator a valid and timely Request for Exclusion.

18 1.29. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked
19 for Defendant for at least one day during the PAGA Period.

20 1.30. "PAGA Period" means the period from July 13, 2022 to February 2, 2024.

21 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

22 1.32. "PAGA Notice" means Plaintiff's July 14, 2023 letter to Defendant and the LWDA
23 providing notice pursuant to Labor Code section 2699.3, subd.(a).

24 1.33. "PAGA Penalties" means the amount of \$20,000 (Twenty Thousand Dollars), which shall
25 be distributed from the Gross Settlement Amount as follows: 25% to the Aggrieved Employees
26 (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.

27 1.34. "Participating Class Member" means a Class Member who does not opt out of the
28 Settlement by submitting a valid and timely Request for Exclusion from the Settlement.

1 1.35. "Plaintiff" means Nelida Barajas, the named plaintiff in the Action.

2 1.36. "Preliminary Approval" means the Court's order granting preliminary approval of the
3 Settlement.

4 1.37. "Preliminary Approval Order" means the proposed order granting preliminary approval of
5 the Settlement.

6 1.38. "Released Class Claims" means the claims being released pursuant to Paragraph 5.2 below.

7 1.39. "Released PAGA Claims" means the claims being released pursuant to Paragraph 5.3
8 below.

9 1.40. "Released Parties" means Defendant and each of its present, former, and future officers,
10 owners, directors, employees, shareholders, partners, agents, representatives, attorneys, insurers,
11 trustees, administrators, fiduciaries, beneficiaries, subrogees, executors, parent companies,
12 subsidiaries, divisions, affiliates, predecessors, successors, and assigns.

13 1.41. "Request for Exclusion" means a Class Member's timely submission of a written request
14 to be excluded from the Settlement, as further defined in Paragraph 7.4.1 below.

15 1.42. "Response Deadline" means the deadline by which Class Members must mail to the
16 Administrator a valid Request for Exclusion or notice of objection. The Response Deadline will be
17 forty five (45) calendar days from the initial mailing of the Class Notice packet by the Administrator,
18 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will
19 be extended to the next day on which the United States Postal Service ("USPS") is open. Under no
20 circumstances will the Administrator have the authority to extend the deadline for Class Members
21 to submit a Request for Exclusion or notice of objection to the Settlement, except Class Members
22 to whom Class Notice packets are resent after having been returned undeliverable to the
23 Administrator shall have an additional 10 calendar days after the Response Deadline has expired.

24 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the
25 Judgment.

26 1.44. "Workweek" means the seven consecutive days that the Defendant has established as its
27 workweek for payroll purposes, during which a Class Member worked for Defendant for at least
28 one day, during the Class Period.

1 2. **RECITALS**

2 2.1. On July 14, 2023, Plaintiff commenced this Action by filing a Complaint against Defendant
3 alleging claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime
4 under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break
5 Liability under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor
6 Code § 203; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records Under
7 Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses under
8 Labor Code § 2802; and (10) Violation of Business & Professions Code § 17200 *et seq.*
9 Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the
10 PAGA Notice pursuant to Labor Code section 2699.3, subd.(a), informing the LWDA and
11 Defendant that Plaintiff intended to proceed with a representative action under PAGA.

12 2.2. On September 15, 2023, Plaintiff filed a First Amended Complaint adding a cause of action
13 for PAGA penalties under Labor Code §§ 2698 *et seq.* The First Amended Complaint is the
14 operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in
15 the Operative Complaint, denies any failure to comply with the laws identified in in the Operative
16 Complaint and denies any and all liability for the causes of action alleged.

17 2.3. Shortly after initiating the Action, the Parties met and conferred and agreed to set the
18 Action for early mediation. To conserve time and resources, the Parties agreed to focus their efforts
19 on informal discovery in advance of mediation rather than formal discovery. To that end, Plaintiff
20 obtained and analyzed the data and documents necessary to evaluate the claims and defenses,
21 including a statistically significant and representative sampling of daily timekeeping and payroll
22 documents and records for Plaintiff and the Class; employee handbooks and other written policies;
23 data points regarding the size of the Class and number of Aggrieved Employees; and other relevant
24 information and data. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval
25 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
26 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

27 2.4. On January 29, 2024, the Parties participated in an all-day mediation presided over by
28 David Phillips, which led to this Agreement to settle the Action. After a full day of negotiation and

1 with the assistance of the mediator, the Parties were able to agree to general terms for settling all
2 the claims in this Action.

3 2.5. Plaintiff and Class Counsel recognize the expense and length of continued proceedings
4 necessary to litigate the disputes through trial and through any possible appeals. Plaintiff has also
5 taken into account the uncertainty and risk associated with the outcome of further litigation, and the
6 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the
7 burdens of proof necessary to establish liability for the claims asserted in the Action, both generally
8 and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the
9 Settlement Class Members. Plaintiff and Class Counsel have also taken into account Defendant's
10 agreement to enter into a settlement that confers substantial relief upon the Settlement Class
11 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
12 set forth in this Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests
13 of the Settlement Class Members.

14 2.6. Defendant has concluded that any further defense of this litigation would be protracted and
15 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been
16 and, unless this Settlement is completed, will continue to be devoted to the defense of the claims
17 asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching
18 its decision to enter into this Settlement. Even though Defendant continues to contend it is not liable
19 for any of the claims alleged by Plaintiff in this Action, Defendant has agreed, nonetheless, to settle
20 in the manner and upon the terms set forth in this Agreement to put to rest the claims in this Action.
21 As to all claims released pursuant to this Agreement, Defendant denies and continues to deny each
22 and all of those claims. Defendant has repeatedly asserted and continues to assert defenses thereto,
23 and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any
24 of the facts or conduct alleged in the Action. Defendant denies that it has engaged in any unlawful
25 activity, has failed to comply with the law in any respect, has any liability to anyone under the claims
26 asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This
27 Settlement does not constitute an admission of liability or of the accuracy of any allegation made
28 by Plaintiff or Plaintiff's counsel. This Agreement is entered into solely for the purpose of

1 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed
2 as an admission by Defendant of liability or wrongdoing. This Settlement, and Plaintiff's and
3 Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in
4 connection with, any litigation between the Parties (other than in connection with this Settlement).

5 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
6 other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement.

8 3. **TERMS OF SETTLEMENT**

9 3.1. GROSS SETTLEMENT AMOUNT. Except as otherwise provided by Paragraphs 8 and 9
10 below, Defendant will pay the GSA to fully settle, resolve, and extinguish all claims asserted in the
11 Action, including without limitation all claims asserted in the PAGA Letter referenced in Plaintiff's
12 First Amended Complaint in the Action. The Parties stipulate and agree that the GSA covers and
13 satisfies all amounts necessary to settle the Action including, without limitation, all Class Counsel
14 Fees and Costs, any Class Representative Enhancement, all Administration Costs, and all payments
15 of penalties related to Plaintiff's PAGA claims. In addition to the GSA, Defendant will provide to
16 the Administrator an amount sufficient to pay the employer's share of any and all employer payroll
17 tax liabilities or obligations in relation to monies distributed to Class Members that are allocated as
18 wages under the Settlement. The Administrator will disburse the entire GSA without asking or
19 requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition
20 of payment. None of the Gross Settlement Amount will revert to Defendant.

21 3.2. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will
22 make and deduct the following payments from the Gross Settlement Amount, in the amounts
23 specified by the Court in the Final Approval:

24 3.2.1. To Plaintiff: A payment for the Class Representative Enhancement to the Class
25 Representative of not more than \$10,000 (in addition to any Individual Class Payment and any
26 Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class
27 Member). Defendant will not oppose Class Counsel's request for the Class Representative
28 Enhancement provided that it does not exceed this amount. The Settlement shall remain binding,

1 and Plaintiff may not withdraw from the Settlement, if the Court approves and/or orders a Class
2 Representative Enhancement that is less than the requested amount. Any Class Representative
3 Enhancement shall be paid out of the GSA, and Defendant shall have no obligation to pay the Class
4 Representative Enhancement in addition to the GSA. As part of the motion for Class Counsel Fees
5 and Costs, Plaintiff will seek Court approval for any Class Representative Enhancement prior to the
6 Final Approval Hearing. If the Court approves a Class Representative Enhancement less than the
7 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
8 Administrator will pay the Class Representative Enhancement using IRS Form 1099. Plaintiff
9 assumes full responsibility and liability for employee taxes owed on the Class Representative
10 Enhancement.

11 3.2.2. To Class Counsel: A payment for Class Counsel Fees of not more than one-third of
12 the GSA, which one-third sum is currently estimated to be \$133,333.33 and Class Counsel Costs of
13 not more than \$25,000. Defendant will not oppose requests for these payments provided that they
14 do not exceed these amounts. The Settlement shall remain binding, and Plaintiff may not withdraw
15 from the Settlement if the Court approves and/or orders an amount of Class Counsel Fees and/or
16 Costs that is less than the requested amount. Class Counsel Fees and Costs shall be paid out of the
17 GSA, and Defendant shall have no obligation to pay Class Counsel Fees and Costs in addition to
18 the GSA. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Costs prior
19 to the Final Approval Hearing. If the Court approves Class Counsel Fees and Costs less than the
20 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
21 Released Parties shall have no liability to Plaintiff, Class Counsel or any other counsel for Plaintiff
22 or the Class Members arising from any claim to fees in this Action, including without limitation any
23 portion any Class Counsel Fees and/or Costs. The Administrator will pay Class Counsel Fees and
24 Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
25 for taxes owed on Class Counsel Fees and Costs and holds Defendant harmless, and indemnifies
26 Defendant, from any dispute or controversy regarding any division or sharing of any of these
27 payments.

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1 3.2.3. To The Administrator: A payment for Administration Costs not to exceed \$5,000
2 except for a showing of good cause and as approved by the Court. The Parties will not oppose the
3 request for Administration Costs provided that they do not exceed this amount. Administration Costs
4 shall be paid out of the GSA, and Defendant shall have no obligation to pay Administration Costs
5 in addition to the GSA. To the extent Administration Costs are less or the Court approves payment
6 less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
8 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
9 Class Members and (b) multiplying the result by the number of Workweeks worked by the
10 applicable Participating Class Member.

11 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each Participating
12 Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
13 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2
14 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to
15 settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions
16 are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
17 Members assume full responsibility and liability for any employee taxes owed on their Individual
18 Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
20 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
21 The Administrator will retain amounts equal to their Individual Class Payments in the Net
22 Settlement Amount for distribution to Participating Class Members on a pro rata basis consistent
23 with this Agreement.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000
25 to be distributed from the Gross Settlement Amount as follows: 75% (\$15,000) paid to the LWDA
26 and 25% (\$5,000) paid to the Aggrieved Employees as, and in accordance with the formula for
27 calculating, Individual PAGA Payments.

28 3.2.5.1. Individual PAGA Payments. The Administrator will calculate each

1 Individual PAGA Payment by (a) dividing the amount of the 25% of the PAGA Penalties (i.e.,
2 dividing \$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
3 and (b) multiplying the result by the number of PAGA Pay Periods worked by the applicable
4 Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes
5 owed on their Individual PAGA Payment. The Administrator will calculate the number of PAGA
6 Pay Periods worked by each Aggrieved Employee based on the Class Data provided by the
7 Defendant.

8 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
9 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
10 report the Individual PAGA Payments on IRS 1099 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. CLASS WORKWEEKS AND AGGRIEVED EMPLOYEE PAY PERIODS. Based on a
13 review of its records to date, Defendant estimates there are approximately 75 Class Members and
14 43 Aggrieved Employees who worked during the PAGA Period.

15 4.2. CLASS DATA. Not later than twenty (20) calendar days after the Court grants Preliminary
16 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. To protect
17 Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use
18 the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to
19 the Class Data to Administrator employees who need access to the Class Data to effect and perform
20 Administrator's obligations under this Agreement. Defendant has a continuing duty to immediately
21 notify Class Counsel if it discovers that the Class Data omitted class member identifying information
22 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
23 extension of the deadline by which Defendant must send the Class Data to the Administrator, the
24 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
25 resolve any issues related to missing or omitted Class Data. Defendant's Class Data will be
26 presumed to be correct unless a Participating Class Member proves otherwise to the Administrator
27 by credible evidence.

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1 4.3. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendant shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
3 taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the
4 Settlement Effective Date.

5 4.4. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. Within fourteen (14)
6 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail
7 checks for all Individual Class Payments, all Individual PAGA Payments, LWDA PAGA Payment,
8 Administration Costs, Class Counsel Fees and Costs, and the Class Representative Enhancement.
9 Disbursement of Class Counsel Fees and Costs and the Class Representative Enhancement shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
13 prepaid. The face of each check shall prominently state the date when the check will be voided,
14 which date shall be not less than 180 days after the date of mailing. The Administrator will cancel
15 all checks not cashed by the void date. The Administrator will send checks for Individual Settlement
16 Payments to all Participating Class Members (including those for whom Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved
18 Employees including Non-Participating Class Members who qualify as Aggrieved Employees
19 (including those for whom Class Notice was returned undelivered). The Administrator may send
20 Participating Class Members a single check combining the Individual Class Payment and the
21 Individual PAGA Payment. Before mailing any checks, the Administrator must update the
22 recipients' mailing addresses using the National Change of Address Database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven
25 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding
26 address provided or to an address ascertained through the Class Member Address Search. The
27 Administrator need not take further steps to deliver checks to Class Members whose re-mailed
28 checks are returned as undelivered. If requested by the Class Member prior to the void date, the

1 Administrator shall promptly send a replacement check to any Class Member whose original check
2 was lost or misplaced.

3 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
6 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b).

8 4.4.4. The payment of Individual Class Payments and/or Individual PAGA Payments shall
9 not obligate Defendant to confer any additional benefits or make any additional payments to Class
10 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
11 Defendant shall have fully discharged its obligations to Plaintiff and the Class Members through the
12 remittance of the GSA to the Administrator, regardless of whether the checks for Individual Class
13 Payments and/or Individual PAGA Payments are actually received and/or negotiated by Class
14 Members. Once Defendant has remitted the GSA in accordance with this Agreement, it will be
15 deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all
16 protections afforded under this Agreement, and shall have no further obligations under the terms of
17 the Agreement, regardless of what occurs with respect to the further administration of the
18 Settlement. It is expressly understood and agreed that the receipt of such Individual Class Payments
19 and/or Individual PAGA Payments will not entitle any Class Members to additional compensation
20 or benefits under any company bonus, contest or other compensation or benefit plan or agreement
21 in place during the period covered by the Settlement, nor will it entitle any Class Member to any
22 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is
23 the Parties' intent that the Individual Class Payments and/or Individual PAGA Payments provided
24 for in this Settlement are the sole payments required to be made by Defendant to the Class Members,
25 and that the Class Members are not entitled to any new or additional compensation or benefits as a
26 result of having received the Individual Class Payment and/or Individual PAGA Payments
27 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
28 that might have been in effect during the period covered by this Settlement).

1 4.4.5. Upon completion of administration of the Settlement, the Administrator will provide
2 a written declaration under oath to certify such completion to the Court and counsel for all Parties.

3 5. **RELEASES OF CLAIMS.** The releases set forth in this Paragraph 5 (i.e., Plaintiff's
4 Released Claims, the Released Class Claims and the Released PAGA Claims) shall become
5 automatically and irrevocably effective on the date when Defendant fully funds the entire Gross
6 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
7 Class Payments (the "Release Effective Date").

8 5.1. **PLAINTIFF'S RELEASED CLAIMS.** Effective as of the Release Effective Date, Plaintiff
9 and her former and present spouses, representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, automatically and irrevocably release and discharge Released Parties from
11 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
12 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses
13 (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually
14 incurred) of any nature whatsoever, based on or arising from any fact, event, circumstance, act or
15 omission occurring from the beginning of time through the date of her signature on this Agreement
16 ("Plaintiff's Released Claims"). Plaintiff's Released Claims include but are not limited to: (a) all
17 claims arising out of, based upon, or relating to her employment with Defendant; (b) all claims that
18 were, or reasonably could have been, alleged based on the facts contained in the Operative
19 Complaint; and (c) all PAGA claims that were, or reasonably could have been, alleged based on
20 facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice. Plaintiff's Released
21 Claims do not include any claims or actions to enforce this Agreement, or to any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits, workers'
23 compensation benefits that arose at any time, or based on occurrences after the end of the Class
24 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
25 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the
26 provisions of this paragraph 5.1 shall be and remain effective in all respects, notwithstanding such
27 different or additional facts or Plaintiff's discovery of them. It is the intent of the Parties that this
28 Agreement satisfy the requirements of the Age Discrimination in Employment Act and Older

Workers Benefits Protection Act, 29 U.S.C. sections 623 and 626, and accordingly, Plaintiff acknowledges and agrees that she has read and understood the terms of this Agreement. Plaintiff further acknowledges that she has been given a full opportunity to consult with counsel with respect to this Agreement and has obtained and considered such legal counsel as she deems necessary and is entering into this Agreement freely, knowingly, and voluntarily. Plaintiff further acknowledges that she has been given at least 21 days in which to consider whether or not to enter into this Agreement and, if entering into this Agreement before the expiration of that period, is doing so at her option, knowingly and voluntarily. The Parties agree that if the Parties change any terms of the Agreement, the 21-day period will not be restarted but will continue without interruption. Plaintiff understands that she has seven days from date she signs this Agreement to revoke the Agreement. Any revocation must be received by Defense Counsel before the expiration of the revocation period. This Agreement shall become binding and enforceable as to Plaintiff upon expiration of the revocation period.

5.1.1. PLAINTIFF'S WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. With respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes to be true, Plaintiff, upon the Release Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that were alleged or could have been alleged in the Action, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty,

1 law, or rule, without regard to the subsequent discovery or existence of such different or additional
2 facts.

3 5.2. RELEASE BY PARTICIPATING CLASS MEMBERS: Effective of the Release Effective
4 Date, all Participating Class Members, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
6 automatically and irrevocably release the Released Parties from all claims that were alleged, or could
7 have been alleged, based on the facts stated in the Operative Complaint and/or Plaintiff's PAGA
8 Notice that occurred during the Class Period (collectively, the "Released Class Claims"). The
9 Released Class Claims include, but are not limited to, claims under Labor Code sections 201, 202,
10 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
11 1197, 1198, 1199, 2802, Business & Professions Code § 17200 *et seq.*, California Industrial Welfare
12 Commission Wage Orders, Cal. Code Regs., tit. 8, sections 3395 and 11000 *et seq.*, claims for
13 underpaid vacation time and claims based on Defendant's alleged failure to pay Class Members all
14 wages due and owing, including by requiring off the clock work, unlawfully rounding to their
15 detriment, failure to provide meal and rest breaks, failure to furnish accurate wage statements, failure
16 to timely pay wages including final wages, failure to maintain accurate records, and failure to
17 reimburse necessary business expenses. Except as set forth in Paragraph 5.3 of this Agreement,
18 Participating Class Members do not release any other claims, including claims for vested benefits,
19 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or claims based on facts occurring outside the
21 Class Period. Participating Class Members will be bound by this Paragraph 5.2, and shall have
22 released all Released Class Claims, whether or not they negotiate a settlement check.

23 5.3. RELEASE BY PLAINTIFF, STATE OF CALIFORNIA, AGGRIEVED EMPLOYEES,
24 INCLUDING NON-PARTICIPATING CLASS MEMBERS WHO ARE AGGRIEVED
25 EMPLOYEES: Effective as of the Release Effective Date, Plaintiff, on behalf of herself and the
26 State of California, and all Aggrieved Employees and Non-Participating Class Members who are
27 Aggrieved Employees automatically and irrevocably release, on behalf of themselves and their
28 respective former and present representatives, agents, attorneys, heirs, administrators, successors,

1 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could
2 have been alleged, based on the facts stated in the Operative Complaint, Plaintiff's PAGA Notice,
3 events that occurred during the PAGA Period including, but not limited to, any and all claims based
4 on alleged underpaid vacation time, Defendant's alleged failure to pay Class Members all wages
5 due and owing, including by requiring off the clock work, unlawfully rounding to their detriment,
6 failure to provide meal and rest breaks, failure to furnish accurate wage statements, failure to timely
7 pay wages including final wages, failure to maintain accurate records, and failure to reimburse
8 necessary business expenses (collectively, the "Released PAGA Claims").

9 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will move the Court for Preliminary
10 Approval of this class action Settlement for settlement purposes only, certifying the Settlement Class
11 Members for settlement purposes only, and setting a date for a Final Approval Hearing.

12 6.1. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to have
13 this matter presented to the Court for Preliminary Approval as efficiently as possible. Defendant
14 agrees not to oppose Plaintiff's motion for Preliminary Approval provided that it comports with this
15 Agreement. If the Parties disagree on any aspect of the proposed motion for Preliminary Approval
16 and/or the supporting declarations and documents, Class Counsel and Defense Counsel will
17 expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to
18 resolve the disagreement. Moreover, Class Counsel shall provide Defense Counsel at least ten (10)
19 court days for counsel to review and comment on the Plaintiff's motion for Preliminary Approval.
20 If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any
21 material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
22 together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement
23 and otherwise satisfy the Court's concerns.

24 6.2. CONFIDENTIALITY PRIOR TO PRELIMINARY APPROVAL. Plaintiff, Class
25 Counsel, Defendant and Defense Counsel separately agree that, until the motion for Preliminary
26 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
27 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms
28 of the Agreement, directly or indirectly, specifically or generally, to any person, corporation,

1 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or
2 spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related
3 matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response
4 to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
5 government agency. Each Party agrees to immediately notify each other Party of any judicial or
6 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
7 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
8 communication, before the filing of the motion for Preliminary Approval, any with third party
9 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
10 "the matter was resolved," or words to that effect.

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Simpluris, Inc. to
13 serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees
14 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
15 in exchange for payment of Administration Expenses.

16 7.2. The Parties and their counsel represent that they have no interest or relationship, financial
17 or otherwise, with the Administrator other than a professional relationship arising out of prior
18 experiences administering settlements.

19 **7.3. NOTICE TO CLASS MEMBERS.**

20 7.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator
21 shall notify Class Counsel that the Class Data has been received and shall provide a written report
22 to Defense Counsel and Class Counsel that states the number of Class Members, PAGA Members,
23 Workweeks, and Pay Periods in the Class Data.

24 7.3.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
25 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
26 in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to
27 this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar
28 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
2 these amounts. Before mailing Class Notices, the Administrator shall update Class Member
3 addresses using the National Change of Address database.

4 7.3.3. Not later than three (3) business days after the Administrator's receipt of any Class
5 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
6 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
7 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
8 the most current address obtained. The Administrator has no obligation to make further attempts to
9 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
10 time.

11 7.3.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or
12 PAGA Pay Periods, and Requests for Exclusion will be extended an additional 10 days beyond the
13 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
14 The Administrator will inform the Class Member of the extended deadline with the re-mailed Class
15 Notice.

16 7.3.5. If the Administrator, Plaintiff, Defendant, Class Counsel or Defense Counsel are
17 contacted by or otherwise discover any persons who believe they should have been included in the
18 Class Data and should have received Class Notice, the Parties will expeditiously meet and confer,
19 in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,
20 such persons will be Class Members entitled to the same rights as other Class Members, and the
21 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise
22 options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the
23 deadline dates in the Class Notice, which ever are later.

24 7.4. REQUESTS FOR EXCLUSION (OPT-OUTS).

25 7.4.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement
26 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
27 after the Administrator mails the Class Notice (plus an additional 10 days for Class Members whose
28 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her

1 representative that reasonably communicates the Class Member's election to be excluded from the
2 Settlement and must: (a) include the case name and number; (b) contain the full name, address,
3 telephone number, and the last four digits of the Social Security Number of the Class Member
4 requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the
5 Settlement; (d) be signed by the Class Member; (e) be returned by mail to the Administrator at the
6 specified address; and (f) be postmarked on or before the Response Deadline. The date of the
7 postmark shall be the exclusive means to determine whether a Request for Exclusion has been timely
8 submitted. A Class Member who does not timely submit a Request for Exclusion from the
9 Settlement shall be deemed a Participating Class Member and will be bound by all terms of the
10 Settlement, when the Settlement is granted final approval by the Court.

11 7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to
12 contain all the information specified in the Class Notice. The Administrator shall accept any Request
13 for Exclusion as valid if the requirements in Paragraph 7.4.1 are met. The Administrator's
14 determination shall be final and not appealable or otherwise susceptible to challenge. If the
15 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
16 may demand additional proof of the Class Member's identity. The Administrator's determination of
17 authenticity shall be final and not appealable or otherwise susceptible to challenge.

18 7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is
19 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
20 by all terms and conditions of the Settlement, including the Participating Class Members' Releases
21 under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class
22 Member actually receives the Class Notice or objects to the Settlement.

23 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
24 Participating Class Member and shall not receive an Individual Class Payment or have the right to
25 object to the Settlement. Any future PAGA claims are subject to claim preclusion upon entry of the
26 Judgment. Accordingly, Non-Participating Class Members who are Aggrieved Employees are
27 bound by the provisions of paragraph 5.3 concerning the Released PAGA Claims and are eligible
28 for an Individual PAGA Payment.

1 7.5. WORKWEEK DISPUTES. Each Class Member shall have forty five (45) days after the
2 Administrator mails the Class Notice (plus an additional ten (10) days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any)
4 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
5 by communicating with the Administrator via fax, email or mail. The Administrator must encourage
6 the challenging Class Member to submit supporting documentation. In the absence of any contrary
7 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class
8 Notice are correct so long as they are consistent with the Class Data. The Administrator's
9 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
10 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
11 copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and
12 Class Counsel and the Administrator's determination of the challenges.

13 7.6. OBJECTIONS TO SETTLEMENT.

14 7.6.1. Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees and Costs and/or Class Representative Enhancement.

17 7.6.2. Participating Class Members may send written objections to the Administrator, by fax,
18 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
19 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do so
21 not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 10
22 days for Class Members whose Class Notice was re-mailed).

23 7.6.3. Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 7.7. ADMINISTRATOR DUTIES. The Administrator has a duty to perform or observe all tasks
26 to be performed or observed by the Administrator contained in this Agreement or otherwise.

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1 7.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish and
2 maintain and use an internet website to post information of interest to Class Members including the
3 date, time and location for the Final Approval Hearing and copies of the Agreement, the motion for
4 Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final
5 Approval, the motion for approval of Class Counsel Fees and Costs and the Class Representative
6 Enhancement, the Final Approval Order and the Judgment. The Administrator will also maintain
7 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
8 and emails.

9 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
11 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
12 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
13 other identifying information of Class Members who have timely submitted valid Requests for
14 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
15 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
16 Settlement submitted (whether valid or invalid).

17 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
19 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
20 invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or
21 resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
22 (collectively, “Weekly Report”). The Weekly Reports must include provide the Administrator’s
23 assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion
24 and objections received.

25 7.7.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all Class Member
27 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
28 shall be final and not appealable or otherwise susceptible to challenge.

1 7.7.5. Administrator's Declaration for Final Approval. Not later than fourteen (14) days
2 before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement,
3 the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
4 for filing in Court attesting to its due diligence and compliance with all of its obligations under this
5 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
7 Requests for Exclusion from Settlement it received (both valid or invalid), the number of written
8 objections and attach the Exclusion List. The Administrator will supplement its declaration as
9 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
10 Administrator's declaration(s) in Court.

11 7.7.6. Final Accounting Report by Administrator. Within ten (10) days after the
12 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
14 identification number only of all payments made under this Agreement. At least fourteen (14) days
15 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
16 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
17 of all payments required under this Agreement. Class Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 8. **ESCALATOR CLAUSE**. Based on its records, Defendant represented that, as of December
20 22, 2023, there were approximately 73 Class Members and 7,042 total Workweeks ("Original
21 Workweek Count"). If the number of total Workweeks in the Class Period increases by more than
22 10% percent from the Original Workweek Count (i.e., an increase of 705 or more Workweeks), then
23 the GSA shall increase in an amount equal to the proportion of the number of total Workweeks that
24 exceeds 10% of the Original Workweek Count. For example, if the final number of total Workweeks
25 in the Class Period is 8,098 (an increase of 1,056 total Workweeks or 15% over the Original
26 Workweek Count), then the GSA will increase by approximately 5% (i.e., the proportion of the
27 number of total Workweeks that exceeds 10% of the Original Workweek Count).

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1 9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant has the right to withdraw from this
2 Settlement and shall have no obligations arising out of this Agreement or Settlement if: (1) the
3 number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total
4 number of Class Members; (2) the Settlement would require Defendant to pay more than the GSA
5 to fully and finally resolve all claims in the Action, including but not limited to, any and all claims
6 for Class Counsel Fees and Costs and/or Class Representative Enhancement (exclusive of any
7 additional employer's side taxes that Defendant is required to pay); or (3) the Court does not approve
8 this Settlement or any of the releases set forth in Paragraph 5, or otherwise makes an order
9 inconsistent with any of the terms of this Agreement. The Parties agree that, if Defendant withdraws,
10 the Settlement shall be void ab initio, have no force or effect whatsoever, the Parties shall return to
11 their respective positions that existed before the execution of this Agreement, no term of this
12 Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the
13 Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose
14 in the Action, or in any other proceeding, and neither Party will have any further obligation to
15 perform under this Agreement. Defendant must notify Class Counsel and the Court of its election
16 to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List
17 to Defense Counsel; late elections will have no effect. All Parties and their counsel must not
18 encourage opt-outs. Class Counsel and Defense Counsel specifically agree not to solicit opt-outs,
19 directly or indirectly, through any means.

20 10. **MOTION FOR FINAL APPROVAL.** As soon as reasonably practicable after expiration of
21 the Response Deadline, Plaintiff will file the Motion for Final Approval.

22 10.1. **DUTY TO COOPERATE.** The Parties agree to work diligently and cooperatively to have
23 this matter presented to the Court for final approval as efficiently as possible. Defendant agrees not
24 to oppose Plaintiff's Motion for Final Approval provided that it comports with this Agreement. If
25 the Parties disagree on any aspect of the proposed Motion for Final Approval and/or the supporting
26 declarations and documents, Class Counsel and Defense Counsel will expeditiously work together
27 on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement.
28 Moreover, Class Counsel shall provide counsel for Defendant at least ten (10) court days for counsel

1 to review and comment on the Plaintiff's Motion for Final Approval. If the Court does not grant
2 Final Approval or conditions Final Approval on any material change to the Settlement (including,
3 but not limited to, the scope of Plaintiff's Released Claims, the Released Class Claims or Released
4 PAGA Claims), the Parties will expeditiously work together in good faith to address the Court's
5 concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to
6 award less than the amounts requested for the Class Representative Enhancement, Class Counsel
7 Fees and Costs and/or Administration Costs shall not constitute a material modification to the
8 Agreement within the meaning of this paragraph.

9 10.2. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.3. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil
14 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
15 amended judgment.

16 11. **ADDITIONAL PROVISIONS.**

17 11.1. NO ADMISSION OF LIABILITY, CLASS CERTIFICATION OR REPRESENTATIVE
18 MANAGEABILITY FOR OTHER PURPOSES. This Agreement represents a compromise and
19 settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed
20 as, and may not be offered or relied on as evidence of, an admission by Defendant that any of the
21 allegations in the Operative Complaint have merit or that Defendant has any liability for any claims
22 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
23 defenses in the Action have merit. The Parties agree that class certification and representative
24 treatment is for purposes of this Settlement only. If, for any reason the Court does not grant
25 Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest
26 certification of any class for any reasons, and Defendant reserves all available defenses to the claims
27 in the Action, and Plaintiff reserves the right to move for class certification on any grounds available
28 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to

1 settle the Action will have no bearing on, and will not be admissible in connection with, any
2 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3 11.2.NO SOLICITATION. The Parties separately agree that they and their respective counsel
4 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
5 from the Judgment.

6 11.3.INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this
7 Agreement together with its attached exhibits shall constitute the entire agreement between the
8 Parties relating to the Settlement, superseding any and all oral representations, warranties,
9 covenants, or inducements made to or by any Party.

10 11.4.ATTORNEY AUTHORIZATION. Class Counsel and Defense Counsel separately warrant
11 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
13 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
14 of this Agreement including any amendments to this Agreement.

15 11.5.COOPERATION. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
17 Agreement, submitting supplemental evidence and supplementing points and authorities as
18 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
19 document necessary to implement the Settlement, or on any modification of the Agreement that may
20 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
21 and/or the Court for resolution.

22 11.6.NO ASSIGNMENTS. Plaintiff and Plaintiff's Counsel represent, warrant and covenant to
23 Defendant that they each (a) have the absolute and unrestricted right, power, authority and capacity
24 to execute and deliver this Agreement and to perform their respective obligations under this
25 Agreement and (b) have not previously assigned, transferred or encumbered, directly or indirectly,
26 in any manner, or purported to have assigned or transferred, directly or indirectly, in any manner,
27 any of their respective rights under this Agreement or any of the claims, demands, actions, causes
28 of action, or rights released or discharged by this Agreement. In the event of a breach of this

1 paragraph 11.6, the breaching Party shall defend, indemnify and hold Defendant harmless from and
2 against any all liability, claims, damages, costs and reasonable attorneys' fees arising directly or
3 indirectly from such breach.

4 11.7.NO TAX ADVICE. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
6 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
8 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE
9 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
10 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
11 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
12 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
13 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
14 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
15 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
16 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
17 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
18 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
19 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
20 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
21 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
22 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
23 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
24 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
25 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
26 CONTEMPLATED BY THIS AGREEMENT.

27 ///

28 ///

1 11.8. MODIFICATION OF AGREEMENT. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all Parties
3 or their authorized representatives, and approved by the Court.

4 11.9. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 11.10. APPLICABLE LAW. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 11.11. COOPERATION IN DRAFTING. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
11 that the Party was the drafter or participated in the drafting.

12 11.12. CONFIDENTIALITY. To the extent permitted by law, all agreements made and
13 orders entered during the Action and in this Agreement relating to the confidentiality of information
14 shall survive the execution of this Agreement.

15 11.13. CALENDAR DAYS. Unless otherwise noted, all reference to “days” in this
16 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
17 falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 11.14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or
20 more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
21 Agreement shall be accepted as an original. All executed counterparts and each of them will be
22 deemed to be one and the same instrument if counsel for the Parties will exchange between
23 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
24 the existence and contents of this Agreement.

25 ///

26 ///

27 ///

28 ///

11.15. STAY OF LITIGATION. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

SIGNATURES - READ CAREFULLY BEFORE SIGNING

May 21, 2024

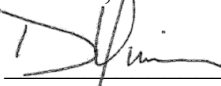
DocuSigned by:

C1D5784D3EED47F...
Plaintiff Nelida Barajas

May __, 2024

Defendant Cancer Center Oncology Medical Group, Inc. - East County
By: Reema Batra, MD
Its: President

May 21, 2024

D.LAW, INC.

Emil Davtyan
David Yeremian
Natalie Haritoonian
Matthew Carraher
D.Law, Inc.
Attorneys for Plaintiff Nelida Barajas and others similarly situated and aggrieved

SOLOMON WARD SEIDENWURM & SMITH LLP

May __, 2024

Tanya M. Schierling
Jing Y. Li
Solomon Ward Seidenwurm & Smith LLP
Attorneys for Defendant Cancer Center Oncology Medical Group, Inc. - East County dba Cancer Center Oncology Medical Group

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SIGNATURES - READ CAREFULLY BEFORE SIGNING

May __, 2024

Plaintiff Nelida Barajas

6/4/2024 | 11:58:37 AM PDT DocuSigned by:

May __, 2024

Reema Batra, M.D.

Defendant Cancer Center Oncology Medical Group, Inc. - East
County
By: Reema Batra, MD
Its: President

D.LAW, INC.

May __, 2024

Emil Davtyan
David Yeremian
Natalie Haritoonian
Matthew Carraher
D.Law, Inc.
Attorneys for Plaintiff Nelida Barajas and others similarly
situated and aggrieved

SOLOMON WARD SEIDENWURM & SMITH LLP

May 22, 2024

Tanya M. Schierling

Jing Y. Li
Solomon Ward Seidenwurm & Smith LLP
Attorneys for Defendant Cancer Center Oncology Medical
Group, Inc. - East County dba Cancer Center Oncology
Medical Group

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL (“NOTICE”)**
Barajas v. Cancer Center Oncology Medical Group, Inc. – East County, et al.,
San Diego County Superior Court, Case No.: 37-2023-00029649

The Superior Court for the State of California authorized this Notice. Read it carefully! You will be deemed to have carefully read and understood it. It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

1. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Barajas v. Cancer Center Oncology Medical Group, Inc. – East County, et al.*, Case No.: 37-2023-00029649 (the “Action”) which has been preliminarily approved by the Court as fair, reasonable, and adequate (the “Settlement”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of defendants Cancer Center Oncology Medical Group, Inc. - East County and Cancer Center Oncology Medical Group (collectively, “CCOMG” or “Defendant”), indicate that you were employed by CCOMG as a non-exempt employee in California during the Class Period (July 14, 2019 to February 2, 2024); and/or during the PAGA Period (July 13, 2022 to February 2, 2024); and have not released your claims against CCOMG as to the PAGA Period and/or Class Period. As a result, **you are eligible to receive a portion of the Settlement amount.**

This is not a notice of a lawsuit against you. **You are not being sued.**

2. WHAT IS THE ACTION ABOUT?

The Action was filed by a former CCOMG employee, Nelida Barajas (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for CCOMG during the Class Period (July 14, 2019 to February 2, 2024); and (2) penalties under the California Private Attorney General Act, Labor Code §§ 2698, et seq., (“PAGA”) in relation to all non-exempt employees who worked for CCOMG during the PAGA Period (July 13, 2022 to February 2, 2024) (“Aggrieved Employees”).

The Action accuses CCOMG of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide legally required meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action (“Class Counsel.”)

CCOMG strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether CCOMG or Plaintiff is correct on the merits.

In the meantime, Plaintiff and CCOMG hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement (“Judgment”), Plaintiff and CCOMG have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, CCOMG does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) CCOMG has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

The proposed Settlement has two main parts: (1) a Class Settlement requiring CCOMG to fund Individual Class Payments, and (2) a PAGA Settlement requiring CCOMG to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

1. CCOMG Will Pay Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) as the Gross Settlement Amount (“Gross Settlement”). CCOMG has agreed to deposit the Gross Settlement into an account controlled by the Administrator (identified below) of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement, Class Counsel’s attorney’s fees and costs, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, CCOMG will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members (as defined below) object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from 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 amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$133,333.33) (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to Twenty Five Thousand Dollars and Zero

Cents (\$25,000) for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

- b. Up to Ten Thousand Dollars and Zero Cents (\$10,000) as a Class Representative Enhancement payable to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Enhancement will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- c. Up to Five Thousand Dollars and Zero Cents (\$5,000) to the Administrator for services and costs administering the Settlement.
- d. Up to Twenty Thousand Dollars and Zero Cents (\$20,000) for PAGA Penalties, which shall be allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. PAGA Pay Period(s) means any pay period during which an Aggrieved Employee worked for CCOMG for at least one day during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. "Workweek" means the seven consecutive days that CCOMG has established as its workweek for payroll purposes, during which a Class Member worked for CCOMG for at least one day, during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and CCOMG are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. CCOMG will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments to Class Members on IRS 1099 Forms.

Although Plaintiff and CCOMG have agreed to these allocations, neither side is giving you any advice on whether any payments made to you under the Settlement 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 from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a "Participating Class Member," participating fully in the Settlement of this Action and bound the releases in the Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. To notify the Administrator you must send, by mail, a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion must be a written communication from a Class Member or his/her authorized representative setting forth a Class Member's name, present address, telephone number, last four digits of your SSN, the case name and number, a simple statement that clearly states you are electing to be excluded from the Settlement, and must be signed by you. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against CCOMG.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement ("Non-Participating Class Members") remain eligible for Individual PAGA Payments and are bound by the Settlement's release of their right to assert PAGA claims against CCOMG based on the PAGA Period facts alleged in the Action.

7. 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 decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and CCOMG have agreed that, in either of these two circumstances, the Settlement will be void: CCOMG will not pay any money and Class Members will not release any claims against CCOMG.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 12 of this Notice.

9. Participating Class Members' Release. On the date the Judgment is final and CCOMG has fully funded the Gross Settlement and separately paid all employer payroll taxes (the "Release Effective Date"), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CCOMG or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Effective as of the Release Effective Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, automatically and irrevocably release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and/or Plaintiff's PAGA Notice that occurred during the Class Period (collectively, the "Released Class Claims"). The Released Class Claims include, but are not limited to, claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, Business & Professions Code § 17200 *et seq.*, California Industrial Welfare Commission Wage Orders, Cal. Code Regs., tit. 8, sections 3395 and 11000 *et seq.*, claims for underpaid vacation time and claims based on Defendant's alleged failure to pay Class Members all wages due and owing, including by requiring off the clock work, unlawfully rounding to their detriment, failure to provide meal and rest breaks, failure to furnish accurate wage statements, failure to timely pay wages including final wages, failure to maintain accurate records, and failure to reimburse necessary business expenses. Except for the PAGA Release (set forth below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Participating Class Members will be bound by this paragraph, and shall have released all Released Class Claims, whether or not they negotiate a settlement check.

Released Parties means: CCOMG and each of its present, former, and future officers, owners, directors, employees, shareholders, partners, agents, representatives, attorneys, insurers, trustees, administrators, fiduciaries, beneficiaries, subrogees, executors, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns.

10. Aggrieved Employees' PAGA Release. On the date the Release Effective Date, all Aggrieved Employees will be barred from asserting PAGA claims against CCOMG, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against CCOMG or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement (collectively, the "Released PAGA Claims").

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Effective as of the Release Effective Date, Plaintiff, on behalf of herself and the State of California, and all Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees, automatically and irrevocably release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint, Plaintiff's PAGA Notice, events that occurred during the PAGA Period including, but not limited to, any and all claims based on alleged underpaid vacation time, Defendant's alleged failure to pay Class Members all wages due and owing, including by requiring off the clock work, unlawfully rounding to their detriment, failure to provide meal and rest breaks, failure to furnish accurate wage statements, failure to timely pay wages including final wages, failure to maintain accurate records, and failure to reimburse necessary business expenses.

5. WHAT THE PROPOSED SETTLEMENT OFFERS YOU.

Based on CCOMG's records and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to CCOMG's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendant during the PAGA Period.)

The above estimates are based on CCOMG's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 7 of this Notice.

6. 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 a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against CCOMG that are covered by this Settlement (i.e., the Released Class Claims and the Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by timely sending the Administrator a valid written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 9 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. CCOMG must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees give up their rights to pursue Released PAGA Claims (as defined above).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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. See Section 10 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 11 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you

Periods Written Challenges Must be Submitted by 	worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to CCOMG's records is stated in the sixth page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 7 of this Notice.
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CCOMG will not retaliate against you for any actions you take with respect to the proposed Settlement.

7. 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, and (b) multiplying the result by the number of Workweeks worked by the applicable Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by the applicable Aggrieved Employee.
3. Workweek/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 recorded in CCOMG's records, are stated in the sixth page of this Notice. You have until to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 12 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept CCOMG's calculation of Workweeks and/or PAGA Pay Periods based on CCOMG's records as accurate unless you send copies of records substantiating contrary information. You should send copies 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 CCOMG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

8. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 12 of this Notice has the Administrator's contact information.

9. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of, and be excluded from, the Settlement and any Individual Class Payment, submit a written and signed letter to the Administrator, by mail, with your full name, present address, telephone number, last four digits of your SSN (for verification purposes), the case name and number (*Barajas v. Cancer Center Oncology Medical Group, Inc. – East County, et al.*, Case No.: 37-2023-00029649) and a simple statement that clearly states you are electing to be excluded from the Settlement. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 12 of the Notice has the Administrator's mailing address.

10. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and CCOMG are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for attorneys' fees, litigation expenses and service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement. Upon reasonable request, the Administrator will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or motion for fees, litigation expenses and/or Class Representative Enhancement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Barajas v. Cancer Center Oncology Medical Group, Inc. – East County, et al.*) and include your name, current

address, telephone number, and approximate dates of employment for CCOMG and sign the objection. Section 12 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. 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 11 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

11. 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 C-75 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, CA 92101. 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, and the Administrator. The Court will invite comment from objectors, Class Counsel and counsel for CCOMG before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually, at your own expense. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact the Administrator to verify the date and time of the Final Approval Hearing.

12. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CCOMG and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email the Administrator using the contact information listed below (the Administrator can also put you in touch with the Class Counsel if needed), or consult the Superior Court website by going to ([REDACTED]) and entering the Case Number for the Action, Case No. 37-2023-00029649. You can also make an appointment to personally review court documents in the Clerk's Office at the Hall of Justice Courthouse by calling (619) 844-2700.

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

If you have any questions, you can reach the Administrator at:

Name of Company: Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

You may also reach out to Class Counsel or CCOMG's counsel:

Attorneys Representing Plaintiff and the Class

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13. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [REDACTED] for instructions on how to retrieve the funds.

14. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.