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BAYRON GONZALEZ AGUILAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BAYRON GONZALEZ AGUILAR, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

ALAMITOS RIDGE HEATHLCARE, LLC, a
California limited liability company; and DOS
Defendants.

Case No.: 23STCV18524

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

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

Complaint Filed: August 4, 2023
FAC Filed: April 10, 2024
Trial: None Set

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

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff BAYRON GONZALEZ AGUILAR (“Plaintiff”), individually and on behalf of all others
4 similarly situated and alleged aggrieved employees, and as a representative of the State of
5 California on the one hand, and Defendant ALAMITOS RIDGE HEALTHCARE, LLC DBA
6 OCEAN RIDGE POST ACUTE (“Defendant”) on the other hand in the lawsuit entitled *Bayron*
7 *Gonzalez Aguilar v. Alamos Ridge Healthcare, LLC*, filed in the Los Angeles County Superior
8 Court, Case No. 23STCV18524. Plaintiff and Defendant shall be, at times, collectively referred to
9 as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the
10 claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.
11

12 **DEFINITIONS**

13 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
14 Action and PAGA Settlement.
15

16 2. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
17 Alamos Ridge Healthcare, LLC d/b/a Ocean Ridge Post Acute captioned *Bayron Gonzalez*
18 *Aguilar v. Alamos Ridge Healthcare, LLC*, Los Angeles County Case No. 23STCV18524,
19 initiated on August 4, 2023, the First Amended Complaint filed on April 10, 2024, and Plaintiff’s
20 August 4, 2023 and January 2, 2024 Letter to the Labor and Workforce Development Agency
21 seeking penalties against Defendant for violations under the California Labor Code under the
22 Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter”).

23 3. “Class Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez of
24 Protection Law Group LLP. The term “Class Counsel” shall be used synonymously with the term
25 “Plaintiff’s Counsel.”

26 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
27 litigation and resolution of the Action and their expenses and costs incurred in connection with the
28 Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request

attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Two Hundred and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$246,750.00) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator within Thirty (30) calendar days after the date on which the Court enters an order granting preliminary approval of the Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; and (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendant that worked in the State of California at any time during the Class Period ("Class").

7. "Class Period" means the period commencing on August 1, 2022 and ending on either the date of preliminary approval of the Settlement by the Court or sixty days (60) from the date of mediation, *i.e.*, November 22, 2024, whichever date occurs earlier.

8. "Class Representative" means Plaintiff Bayron Gonzalez Aguilar in his capacity as a representative of the Class Members.

9. "Class Representative Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the effort and risk he has taken in assisting with the prosecution of the Action and in exchange for a General Release of his claims as provided herein, at no additional cost to Defendant.

10. "Court" means the Superior Court of the State of California for the County of Los Angeles.

1 11. “Defendant” means Alamitos Ridge Healthcare, LLC d/b/a Ocean Ridge Post
2 Acute.

3 12. “Effective Date” means the later of the following: (a) if no timely objections are
4 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b)
5 if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being
6 filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
7 appeal in a way that does not alter the terms of the settlement. Defendant and Defendant’s Counsel
8 waive all rights to appeal the Final Approval Order.

9 13. “Employer Taxes” means employer-funded taxes and contributions imposed on the
10 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions
11 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions
12 required of employers, such as for unemployment insurance.

13 14. “Final Approval” means the date of final affirmation of the Court’s signed Order
14 and Judgment granting final approval of this Settlement.

15 15. “General Release” means the broader release of all claims by Plaintiff in the Action,
16 which is in addition to Plaintiff’s release of claims as a Participating Class Member.

17 16. “Gross Settlement Amount” means the total sum of Seven Hundred Five Thousand
18 Dollars and Zero Cents (\$705,000.00) which shall be paid by Defendant into a Qualified
19 Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the
20 Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2)
21 Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class
22 Representative Incentive Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and
23 PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any
24 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant
25 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus
26 any applicable employer-side payroll taxes shall be the maximum amount that Defendant is
27 required to pay under the Settlement. In the event that the consideration due under this Agreement
28 is not paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per

1 the terms of this Agreement. If the Agreement is voided, then the time for Plaintiff to bring class
2 and/or aggrieved employee claims, will be tolled from the date that this Agreement is fully
3 executed. The Gross Settlement Amount will be funded by Defendant in three (3) equal
4 installments. The first installment in the amount of \$235,000.00 shall be made within thirty (30)
5 days of final approval of the settlement. The second installment in the amount of \$235,000.00 shall
6 be made sixty (60) days after the first installment. The third and final installment in the amount of
7 \$235,000.00 shall be made sixty (60) days after the second installment, provided no
8 objections/appeals to the settlement are filed.

9 17. "Individual Settlement Payment" means the amount payable from the Net
10 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
11 eligible to receive from the employee portion of the PAGA Payment.

12 18. "Net Settlement Amount" means the funds available for payments to the Class,
13 which shall be the amount remaining after the following amounts are deducted from the Gross
14 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
15 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff; and (5) the PAGA
16 Payment to the LWDA and PAGA Members.

17 19. "Notice" means the Notice of Class Action Settlement in a form substantially
18 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed
19 to Class Members' last known addresses, and which will provide Class Members with information
20 regarding the Action and information regarding the settlement of the Action.

21 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
22 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

23 21. "PAGA Payment" means the payment to the State of California Labor and
24 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total
25 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
26 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be
27 paid from the Gross Settlement Amount. The Parties have agreed that Forty Thousand Dollars
28 and Zero Cents (\$40,000.00) of the Gross Settlement Amount will be allocated toward penalties

1 under the PAGA of which Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be paid to
2 the LWDA and Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to PAGA
3 Members on a *pro rata* basis based on Workweeks worked by the PAGA Members within the
4 PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA
5 Payment and will be deemed to have released any claims arising out of PAGA regardless of their
6 decision to participate in the class action if the PAGA Payment is approved by the Court.

7 22. “PAGA Period” means the period from February 5, 2023, through and ending on
8 either the date of Preliminary Approval, or sixty (60) days from the date of mediation (*i.e.*,
9 November 22, 2024), whichever date occurs earlier.

10 23. “PAGA Members” means Class Members who were employed by Defendant
11 during the PAGA Period.

12 24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
13 Plaintiff or Defendant, individually.

14 25. “Participating Class Members” means all Class Members who do not submit valid
15 and timely Requests for Exclusion. No claim form is required for a Class Member to become a
16 Participating Class Member.

17 26. “Plaintiff” means Bayron Gonzalez Aguilar.

18 27. “Preliminary Approval” means the Court order granting preliminary approval of
19 the Settlement Agreement.

20 28. “Objection” means a Class Member’s valid and timely written objection to the
21 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
22 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
23 approximate dates of employment in California, last four digits of the Class Member’s social
24 security number or employee ID number; (b) the case name and number; (c) a written statement
25 of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies
26 of any papers, briefs, or other documents upon which the objection is based, if any; (e) a statement
27 describing whether the objector intends to appear at the Final Approval Hearing, either in person
28

1 or through counsel at the Class Member's expense; and (f) the identity of the objector's counsel,
2 if the objector is represented by counsel.

3 29. "Released Class Claims" means all claims, debts, rights, demands, liabilities,
4 obligations and causes of actions that are alleged, or reasonably could have been alleged, based on
5 the facts alleged in the operative Complaint and First Amended Complaint in the Action, including
6 factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages
7 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
8 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
9 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
10 wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during
11 employment; and (viii) unfair business practices pursuant to Business and Professions Code
12 section 17200 *et. seq.*. This release shall apply to claims arising during the Class Period.

13 30. "Released PAGA Claims" means all claims for civil penalties under the California
14 Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been
15 premised on the facts alleged in Plaintiff's August 4, 2023 LWDA Letter, the January 2, 2024
16 LWDA Letter, the Complaint, and the First Amended Complaint including but not limited to
17 penalties that could have been awarded pursuant to Labor Code sections 210, 226, 226.3, 1174.5,
18 1197.1, 558, and 2699.

19 31. "Released Parties" means Defendant Alamitos Ridge Healthcare, LLC d/b/a Ocean
20 Ridge Post Acute as named by Plaintiff in the operative complaint, and their past, present and/or
21 future, direct and/or indirect, owners, officers, directors, members, managers, agents,
22 representatives, attorneys, accountants, insurers, partners, investors, shareholders, administrators,
23 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
24 venturers.

25 32. "Request for Exclusion" means a valid and timely written statement submitted by
26 a Class Member requesting to be excluded from the Action. To be effective, the Request for
27 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member's name,
28 signature, address, telephone number, dates of employment in California, and the last four digits

1 of the Class Member's Social Security number and/or the Employee ID number (b) the case name
2 and number; and (c) a clear statement requesting to be excluded from the settlement of the class
3 claims similar to the following: "I wish to exclude myself from the class settlement reached in the
4 matter of "*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC*, filed in the Los Angeles
5 County Superior Court, Case No. 23STCV18524, I understand that by excluding myself, I will not
6 receive money from the settlement of my individual claims." To be effective, the Request for
7 Exclusion must be post-marked by the Response Deadline and received by the Settlement
8 Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims
9 as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the
10 Settlement.

11 33. "Response Deadline" shall be sixty (60) calendar days after the Settlement
12 Administrator mails Notice to Class Members and the last date on which Class Members may
13 submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event
14 the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the
15 next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
16 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is
17 re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or
18 Federal holiday, in which case the Response Deadline will be extended to the next day on which
19 the U.S. Postal Service is open. The Response Deadline may also be extended by express
20 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
21 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
22 to submit a Request for Exclusion or Objection to the Settlement.

23 34. "Settlement" means the disposition of the Action pursuant to this Agreement and
24 the Judgment.

25 35. "Settlement Administrator" means APEX Class Action Settlement Administrators.
26 The Parties each represent that they do not have any financial interest in the Settlement
27 Administrator or otherwise have a relationship with the Settlement Administrator that could create
28 a conflict of interest.

1 36. “Settlement Administration Costs” mean the costs payable from the Gross
2 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
3 but not limited to, printing, distributing, and tracking documents for this Settlement,
4 calculating/confirming the class member Workweeks from the information contained in the Class
5 List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting,
6 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
7 duties and responsibilities set forth herein to process this Settlement, and as requested by the
8 Parties. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars and Zero
9 Cents (\$15,000.00).

10 37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday
11 and ending with Saturday) during which a Class Member/PAGA Member worked at least one (1)
12 day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire
13 dates and termination dates.

14 **TERMS OF THE AGREEMENT**

15 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
16 all applicable employer-side payroll taxes in three installment payments as follows: The first
17 installment in the amount of \$235,000.00 shall be made within thirty (30) days of final approval
18 of the settlement. The second installment in the amount of \$235,000.00 shall be made sixty (60)
19 days after the first installment. The third and final installment in the amount of \$235,000.00 shall
20 be made sixty (60) days after the second installment, provided no objections/appeals to the
21 settlement were filed. The following will be paid out of the Gross Settlement Amount: the sum of
22 payments to the Class, Class Counsel’s fees, Class Counsel’s costs, Settlement Administration
23 Costs, Incentive Payment to Plaintiff, and Payment of PAGA Penalties to be paid to the LWDA
24 and PAGA Members, as specified in this Agreement. Except for any employer-side taxes due on
25 the Individual Settlement Payments, or as a result of a potential increase in the number of
26 Workweeks as set forth below in paragraph 40, Defendant shall not be required to pay more than
27 the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross
28

1 Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to
2 Defendant.

3 39. Adequacy of Consideration: The Parties agree that the consideration described
4 herein constitutes adequate consideration for the Settlement and releases described herein.

5 40. Potential Increase to the Gross Settlement Amount: Defendant represented there
6 were approximately 16,374 Workweeks (worked by approximately 440 Class Members) within
7 the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%)
8 (*i.e.* by more than 1,637 additional Workweeks) through the Class Period, Defendant will have the
9 option to either a) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage
10 increase in the number of Workweeks worked by the Class Members above 10% (for example, if
11 the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%;
12 if the number of Workweeks exceeds 1,637, Defendant can unilaterally adjust the Class Period to
13 a date that the Workweeks do not exceed 18,011) to shorten the release period to the date on which
14 the number of workweeks reaches 18,011.

15 41. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of Final
16 Approval of the Settlement, as defined in this Agreement, Defendant will deposit the first
17 installment in the amount of \$235,000.00. The second installment in the amount of \$235,000.00
18 shall be paid sixty (60) days after the first installment. The third and final installment in the amount
19 of \$235,000.00 shall be paid sixty (60) days after the second installment is due. Defendant shall
20 provide all information necessary for the Settlement Administrator to calculate necessary payroll
21 taxes including its official name, 8-digit state unemployment insurance tax ID number, and other
22 information requested by the Settlement Administrator, no later than seven (7) calendar days of
23 the Effective Date. This information shall be kept confidential from Plaintiff. Defendant may not
24 vary from the Court approved scheduling for the funding of the Gross Settlement Amount unless
25 the Parties agree otherwise; it is not anticipated there would be a need to alter the funding date. If
26 Defendant has an objection to the Court approved funding timeline, Defendant must seek *ex parte*
27 relief from the Court about its objection, unless Plaintiff agrees with Defendant otherwise.
28

1 42. Distribution of the Gross Settlement Amount: No later than seven (7) calendar days
2 of each of the three fundings of the Gross Settlement Amount, the Settlement Administrator will
3 issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and
4 Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class
5 Counsel's Fees and Costs and (e) Settlement Administration Costs.

6 43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
7 motion by Class Counsel for attorneys' fees up to 35% of the Gross Settlement Amount, or Two
8 Hundred and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$246,750.00)
9 plus the reimbursement of reasonable costs and expenses associated with the litigation and
10 settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents
11 (\$30,000.00), both of which will be paid from the gross Settlement Amount. Any portion of the
12 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net
13 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

14 44. Class Representative Incentive Payment: Defendant agrees not to oppose or object
15 to any application or motion by Plaintiff for Class Representative Incentive Payment of Ten
16 Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative Incentive Payment is in
17 exchange for the General Release of the Plaintiff's individual claims and for his time, effort and
18 risk in bringing and prosecuting the Action. Any portion of the requested Class Representative
19 Incentive Payment that is not awarded to the Class Representative shall be reallocated to the Net
20 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

21 45. Settlement Administration Costs: The Settlement Administrator will be paid for the
22 reasonable costs of administration of the Settlement and distribution of payments from the Gross
23 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
24 not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

25 46. PAGA Payment: Forty Thousand Dollars and Zero Cents (\$40,000.00) shall be
26 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the
27 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment,
28 or Thirty Thousand Dollars and Zero Cents (\$30,000.00), to the California Labor and Workforce

Development Agency (“LWDA”). Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

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

Gross Settlement Amount	\$	705,000.00
Incentive Payment:	\$	10,000.00
Class Counsel’s Fees:	\$	246,750.00
Class Counsel’s Costs:	\$	30,000.00
PAGA Payment	\$	40,000.00
Settlement Administration Costs:	\$	<u>15,000.00</u>
Estimated Net Settlement Amount	\$	363,250.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating

1 Class Member's Payment Ratio will then be multiplied by the Net
2 Settlement Amount to calculate each Settlement Class Member's estimated
3 share of the Net Settlement Amount: (Participating Class Member's
4 Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

5 b) Calculation of PAGA Portion of Individual Settlement Payments: The
6 Settlement Administrator will calculate the total Workweeks for all PAGA
7 Members by adding the number of Workweeks worked by each PAGA
8 Member during the PAGA Period. The respective Workweeks for each
9 PAGA Member will be divided by the total Workweeks for all PAGA
10 Members, resulting in the Payment Ratio for each PAGA Member. Each
11 PAGA Member's Payment Ratio will then be multiplied by the employee
12 portion of the PAGA Payment to calculate each PAGA Member's estimated
13 share of the PAGA Payment: (PAGA Member's Workweeks ÷ Workweeks
14 during PAGA Period) x \$10,000 (the employee portion of the PAGA
15 Payment). PAGA Members shall receive this portion of their Individual
16 Settlement Payment and will be deemed to have released any claims arising
17 out of PAGA regardless of whether they opt out of the participation
18 regarding the class claims.

19
20 c) Allocation of Individual Settlement Payments: All Individual Settlement
21 Payments will be allocated as follows: ten percent (10%) of each Individual
22 Settlement Payment will be allocated as wages, forty-five percent (45%)
23 shall be allocated as interest, and forty-five percent (45%) shall be allocated
24 as penalties. The portion of the Individual Settlement Payment allocated to
25 wages will be reported by the Settlement Administrator on an IRS Form W-
26 2. The remaining non-wage payments will be reported on an IRS Form-
27 1099 by the Settlement Administrator. Individual Settlement Payments
28

1 shall be paid exclusively from the QSF, pursuant to the settlement formula
2 set forth herein. Also, for tax purposes, the Parties agree that 100% of each
3 PAGA Members' individual payment amount shall constitute penalties and
4 each PAGA Member will be issued an IRS Form-1099 for such payment to
5 him or her, if required by law. Neither Counsel for Plaintiff nor Defendant
6 intend anything contained in this Agreement to constitute advice regarding
7 taxes or taxability, nor shall anything in this Agreement be relied upon as
8 such within the meaning of United States Treasury Department Circular 230
9 (31 C.F.R. Part 10, as amended) or otherwise.

10 49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made pursuant
12 to this Settlement, will not modify any previously credited hours or service under any employee
13 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
14 form the basis for additional contributions to, benefits under, or any other monetary entitlement
15 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments
16 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going
17 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
18 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the
19 right to modify the language of their benefit plans, policies and bonus programs to effectuate this
20 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
21 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable
22 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
23 purpose, and that additional contributions or benefits are not required by this Settlement.

24 50. Settlement Administration Process: The Parties agree to cooperate in the
25 administration of the Settlement and to make all reasonable efforts to control and minimize the
26 costs and expenses incurred in administration of the Settlement. Without prejudice to any other
27 remedies, the Settlement Administrator shall hold Defendant harmless from and against all
28

liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate Participating Class Members as provided for in this Agreement. No person shall have any claim against any of the Released Parties, Counsel for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.
- k) Establish and maintain and use an internet website to post information of interest to Class Members and maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
- l) Address and make final decisions on challenges over Workweek and Pay Period calculations.

51. Delivery of the Class List: Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator with a Microsoft

Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; and (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement. The information Defendant provides to the Settlement Administrator shall be used solely to administer the terms of the Agreement as described herein, and shall be kept confidential from Plaintiff and Class Counsel.

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

53. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement. If the Response Deadline for any Class Member is later than the original 60-day

1 notice period, the Settlement Administrator shall include a letter with the Notice advising the Class
2 Member of the adjustment to the Response Deadline. It shall be presumed that each Class Member
3 whose Notice is not returned to the Settlement Administrator as undeliverable within the 60-day
4 notice period has actually received the Notice.

5 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
6 Notice will provide: (a) a summary of the provisions of the Settlement, (b) the number of
7 Workweeks worked by the Class Member during the Class Period, (c) the estimated individual
8 payment each Class Member will receive if they participate in the Settlement, (d) instructions on
9 how to opt-out of and object to the Settlement.

10 55. Disputed Information on Notice: Class Members will have an opportunity to
11 dispute the information provided in their Notice. To the extent Class Members dispute the number
12 of Workweeks with which they have been credited or the amount of their Individual Settlement
13 Payment, Class Members may produce evidence to the Settlement Administrator showing that
14 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
15 records will be presumed determinative. However, if a Class Member produces evidence to the
16 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
17 Member and the Parties will make the final decision as to the number of eligible Workweeks that
18 should be applied and/or the Individual Settlement Payment to which the Class Member may be
19 entitled, in the event that Defendant cannot make this determination itself. If the Parties do not
20 agree, the dispute will be submitted to the Court.

21 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
22 to the requirements listed herein, that Class Member will be given an opportunity to cure the
23 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
24 business days of receiving the defective submission to advise the Class Member that his or her
25 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
26 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
27 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
28 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the

1 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
2 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

3 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
4 Settlement must sign and postmark a written Request for Exclusion to the Settlement
5 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
6 Member's name, signature, address, telephone number, dates of employment in California, and the
7 last four digits of the Class Member's Social Security number and/or the Employee ID number;
8 (b) the case name and number; and (c) a clear statement requesting to be excluded from the
9 settlement of the class claims similar to the following: "I wish to exclude myself from the class
10 settlement reached in the matter of "*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC*,
11 Los Angeles County Superior Court, Case No. 23STCV18524, I understand that by excluding
12 myself, I will not receive money from the settlement of my individual claims." The date of the
13 postmark on the return mailing envelope receipt confirmation will be the exclusive means to
14 determine whether a Request for Exclusion has been timely submitted. To be effective, the Request
15 for Exclusion must be post-marked by the Response Deadline and received by the Settlement
16 Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who
17 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
18 timely submitted. All Class Members who do not request exclusion from the Action will be bound
19 by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court
20 and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as
21 to the release of claims arising under the Private Attorneys General Act.

22 58. Defendant's Right to Rescind: If Class Members representing more than the
23 aggregate total of ten percent (10.0%) of the Class Members opt-out of the Settlement, Defendant
24 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will
25 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to
26 rescind the Agreement within fourteen (14) business days of the Settlement Administrator
27 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,
28 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of

1 rescission, not to exceed the amount approved by the Court in the Preliminary Approval Order. In
2 such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
3 returned to their respective statuses as of the date and time immediately prior to the execution of
4 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
5 not been executed, except that any fees already incurred by the Settlement Administrator shall be
6 paid by Defendant, not to exceed the amount approved by the Court in the Preliminary Approval
7 Order, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or
8 other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as
9 evidence for any purpose in the Action, or in any other proceeding.

10 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
11 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
12 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
13 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
14 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
15 opt-out of the Settlement shall not be bound by such Judgment or release. The entry of a final order
16 approving settlement of this Action and Judgment which discharges Defendant and Released
17 Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and
18 bar Plaintiff and Class Members who did not submit a timely and valid Request for Exclusion from
19 bringing any actions or claims asserting the Released Claims. The names of Class Members who
20 have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant
21 and noted in the proposed Judgment submitted to the Court. PAGA group members cannot opt
22 out of the PAGA portion of the settlement, and shall be bound by that regardless of whether they
23 opt out of the class settlement.

24 60. Objection Procedures: To object to the Settlement, a Participating Class Member
25 must postmark a valid Objection to the Settlement Administrator on or before the Response
26 Deadline. The Objection must be signed by the Participating Class Member and contain all
27 information required by this Settlement Agreement including the employees full name, address,
28 telephone number, the last four digits of their social security number and/or Employee ID number,

1 and the specific reason including any legal grounds for the Participating Class Members objection.
2 The postmark date will be deemed the exclusive means for determining that the Notice of
3 Objection is timely. Participating Class Members who fail to object in the manner specified above
4 will be foreclosed from making a written objection, but shall still have a right to appear at the Final
5 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
6 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
7 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
8 will not represent any Class Members with respect to any objections to this Settlement.

9 61. Certification Reports Regarding Individual Settlement Payment Calculations: The
10 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
11 which certifies: (a) the number of Class Members who have submitted valid Requests for
12 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
13 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
14 Administrator will provide to counsel for both Parties any updated reports regarding the
15 administration of the Settlement Agreement as needed or requested.

16 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
17 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
18 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
19 or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to
20 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
21 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
22 Participating Class Members and PAGA Members who did not cash their checks until such time
23 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
24 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
25 out to Participating Class Members and PAGA Members, whether or not they all cash their
26 Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay
27 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
28 Members and to PAGA Members shall prominently state the expiration date or a statement that

1 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
2 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
3 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
4 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

5 63. Administration of Taxes by the Settlement Administrator: The Settlement
6 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
7 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
8 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
9 taxes and penalties to the appropriate government authorities.

10 64. Tax Liability: Defendant makes no representation as to the tax treatment or legal
11 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
12 relying on any statement, representation, or calculation by Defendant or by the Settlement
13 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
14 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
15 described herein. Defendant's share of any employer payroll taxes and other required employer
16 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
17 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
18 Amount.

19 65. Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR
20 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
21 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
22 PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
23 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
24 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
25 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
26 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
27 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
28 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED

1 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
2 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
3 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
5 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
6 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
7 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
8 ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
9 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
10 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
11 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
13 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
14 AGREEMENT.

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

19 67. Release by Participating Class Members: Upon the complete funding of the Gross
20 Settlement Amount, Participating Class Members shall fully and finally release and discharge the
21 Released Parties from the Released Class Claims that arose during the Class Period. This release
22 shall be binding on all Participating Class Members. The release of Released Claims will have a
23 res judicata effect against any Class Members who make a claim against any of the Released
24 Parties for any of the Released claims, file any actions, claims, complaints or proceedings
25 regarding the Released Claims with the California Division of Labor Standards Enforcement,
26 initiate any other proceedings against any of the Released Parties regarding any of the Released
27 Claims, or seek to participate in any judgment or settlement of claims that are the subject of the
28 Released Claims in any other class, collective, or representative action against any of the Released

1 Parties. The Participating Class Members shall release Defendant from all claims, rights,
2 demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged,
3 based on the facts alleged in the operative Complaint in the Action, including factual claims
4 regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime
5 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
6 provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of
7 termination or resignation; (v) failure to provide timely payment of wages during employment;
8 (vi) failure to provide complete, accurate wage statements; (vii) failure to pay business expenses;
9 and (viii) unfair business practices.

10 68. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the
11 complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, the State of California,
12 through Plaintiff as its agent and/or proxy, any other representative, proxy, or agent thereof,
13 including but not limited to any and all PAGA Members, shall fully and finally release and
14 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA
15 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or
16 otherwise bar a representative action to the broadest extent possible by law if an aggrieved
17 employee were to bring a subsequent claim on behalf of the LWDA based on the same factual
18 predicate as the Action and covering the same time.

19 69. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory
20 right for any PAGA Employee to object to, opt out of, or otherwise exclude himself or herself from
21 the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the
22 Settlement submitted by a Class Member shall be construed as relating only to the putative class
23 action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

24 70. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
25 Settlement Amount, Plaintiff for himself and his spouse, heirs and assigns, fully and finally release
26 the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
27 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
28 debts, penalties and expenses of any nature and description whatsoever, known or unknown,

1 suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract,
2 equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages
3 during that employment and the cessation of that employment and/or violation of any federal, state
4 or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and
5 all Released Class Claims and Released PAGA Claims and termination thereof, California Civil
6 Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of
7 Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR
8 §778.315; federal common law and, to the extent permitted by law, the Employee Retirement
9 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In
10 addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and
11 benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys'
12 fees and costs (except those provided by this Settlement Agreement) arising under federal, state,
13 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way
14 of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the
15 Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA),
16 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort.
17 This release excludes the release of claims not permitted by law. Plaintiff's General Release
18 include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or
19 different from those they now know or believe to be true with respect to the subject matter of
20 Plaintiff's General Release, those claims will remain released and forever barred. Specifically,
21 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which
22 provides:

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

1 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be
2 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff
3 from filing a charge or complaint with, or from participating in, an investigation or proceeding
4 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency
5 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,
6 understands that by signing this Agreement, he waives the right to recover any damages or to
7 receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other
8 state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly
9 excluding any monetary award or other relief available from the SEC/OSHA, including an
10 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

11 72. Nullification of Settlement Agreement: In the event that: (a) the Court does not
12 enter the Preliminary Approval Order and approve the Released Claims specified herein without
13 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary
14 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
15 Period, revisions to the Increase in Workweeks provision contained herein, and revisions to
16 Defendant’s Option to Nullify the Settlement Agreement provision contained herein; (b) the Court
17 does not finally approve the Settlement without requiring material changes to the Basic Settlement
18 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
19 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
20 based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does
21 not become final as written and agreed to by the Parties for any other reason, then this Settlement
22 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
23 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
24 original respective positions. Any order or judgment entered by the Court in furtherance of this
25 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and
26 Recitals contained herein shall be of no force or effect and shall not be treated as an admission by
27 the Parties or their counsel. Any Settlement Administration Costs incurred will be the sole
28 responsibility of Defendant if Defendant exercises its option to nullify the Settlement Agreement

1 based on an excessive number of opt-outs (Section (d) of the instant paragraph). Any Settlement
2 Administration Costs incurred will be splits equally between the Parties if the Settlement
3 Agreement is Nullified for any other reason listed in the instant paragraph. Should the Court fail
4 to approve this settlement for any reason, the Parties agree that they will return to and attend
5 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved
6 by the Court, unless the Parties are able to resolve the issue without resort to a mediator.

7 73. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
8 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
9 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
10 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
11 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
12 the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary
13 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
14 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it
15 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
16 completely approve the Agreement as to the Action will result in this Settlement Agreement
17 entered into by the Parties, and all obligations under this Settlement Agreement being nullified
18 and voided.

19 74. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
20 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and
21 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
22 determine the Final Approval of the Settlement Agreement along with the amounts properly
23 payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class
24 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Any failure
25 by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or
26 the entry of any Order by another Court with regard to any of the Action which has the effect of
27 modifying material terms of this Agreement as described above or preventing the full and
28 complete approval of the Settlement Agreement as written and agreed to by the Parties, will result

1 in this Agreement and all obligations under this Agreement being null and void. Defendant agrees
2 it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not
3 exercised its right to rescind pursuant to the terms of this Agreement.

4 75. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
5 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
6 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
7 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
8 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
9 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set
10 forth in this Settlement.

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

14 77. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
15 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
16 agreements in relation to settlement terms may be deemed binding on the Parties. The Parties
17 expressly recognize California Civil Code section 1625 and California Code of Civil Procedure
18 section 1856(a), which provide that a written agreement is to be construed according to its terms
19 and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
20 extrinsic oral or written representations or terms will modify, vary or contradict the terms of this
21 Agreement.

22 78. Amendment or Modification: This Settlement Agreement may be amended or
23 modified only by a written instrument signed by counsel for all Parties or their successors-in-
24 interest.

25 79. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
26 and represent they are expressly authorized by the Parties whom they represent to negotiate this
27 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
28 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other

documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement.

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

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

82. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

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

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

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

4 86. Class Action Certification for Settlement Purposes Only: The Parties agree to
5 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
6 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
7 that certification for purposes of the Settlement is not an admission that class action certification
8 is proper under the standards applied to contested certification motions and that this Agreement
9 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
10 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
11 according to the Settlement's terms.

12 87. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued
14 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
15 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
16 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
17 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
18 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
19 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
20 as an admission or concession by Defendant of any such violations or failure to comply with any
21 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
22 Agreement and its terms and provisions shall not be offered or received as evidence in any action
23 or proceeding to establish any liability or admission on the part of Defendant or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
25 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
26 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
27 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
28 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have

1 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
2 shall be restored to their respective positions in the Action prior to the entry of this Settlement.

3 88. Captions: The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

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

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

15 91. Neutral Employment Reference: Defendant agrees that in the event that any
16 potential or future employers of Plaintiff request a reference regarding Defendant's employment
17 of Plaintiff, Defendant shall only provide Plaintiff's dates of employment. Defendant shall not
18 refer to the Action or this Settlement.

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

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

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

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

12 96. Confidentiality: The Parties and their counsel agree to keep the terms of the
13 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
14 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate
15 any contact with the press, respond to any press inquiry or have any communication with the press
16 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
17 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
18 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
19 Settlement Agreement or limit Class Counsel's communications with the Class Members in
20 furtherance of approval of this Settlement.

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

26 98. Submission to the LWDA: The Settlement Agreement shall be submitted by
27 Plaintiff to the LWDA within the time limits and as prescribed by law.
28

1 99. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
3 herein.
4

5 Dated: 1/9/25
6

**PLAINTIFF, BAYRON
GONZALEZ AGUILAR**

7
8 By: 
9 Bayron Gonzalez Aguilar

10 Dated: _____
11

PROTECTION LAW GROUP, LLP

12
13 By: _____
14 Heather Davis, Esq.
15 Amir Nayebdadash, Esq.
16 Carlos Jimenez, Esq.
17 Attorneys for Plaintiff
18 Bayron Gonzalez Aguilar

19 Dated: 12/23/2024
20

**DEFENDANT ALAMITOS RIDGE
HEALTHCARE, LLC DBA
OCEAN RIDGE POST ACCUTE**

21 By: 
22

23 Name: Tim Greenwood

24 Title: Operations Manager
25
26
27
28

1 99. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
3 herein.

4
5
6 Dated: _____

**PLAINTIFF, BAYRON
GONZALEZ AGUILAR**

7
8 By: _____
9 Bayron Gonzalez Aguilar

10 1/8/2025
11 Dated: _____

PROTECTION LAW GROUP, LLP

12 
13 By: _____
14 Heather Davis, Esq.
15 Amir Nayebdadash, Esq.
16 Carlos Jimenez, Esq.
17 Attorneys for Plaintiff
18 Bayron Gonzalez Aguilar

19 Dated: 12/23/2024

**DEFENDANT ALAMITOS RIDGE
HEALTHCARE, LLC DBA
OCEAN RIDGE POST ACCUTE**

20
21 By: 
22
23 Name: Tim Greenwood
24 Title: Operations Manager
25
26
27
28

1 Dated: 12/23/24

FISHER & PHILIPS LLP

2
3 By: 

Grace Y. Horoupian, Esq.

Anurita S. Varma, Esq.

Attorneys for Defendant

Alamitos Ridge Healthcare, LLC d/b/a

Ocean Ridge Post Acute

Exhibit “A”

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Gonzalez v. Alamos Ridge Healthcare, LLC

Los Angeles County Superior Court Case No. 23STCV18524

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

To:	All current and former non-exempt employees of Defendant Alamos Ridge Healthcare, LLC (“Defendant”) in the state California who worked in California at any time between August 1, 2022, and November 22, 2024.
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BASIC INFORMATION

1. What is this settlement about?

Plaintiff Bayron Gonzalez Aguilar (“Plaintiff”) filed a class action lawsuit against Defendant Alamos Ridge Healthcare, LLC., entitled Bayron Gonzalez Aguilar v. Alamos Ridge Healthcare, LLC., Los Angeles County Superior Court Case No. 23STCV18524 on August 4, 2023. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any monies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the “Court”) is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant in California at any time between August 1, 2022 and November 22, 2024.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred Five Thousand Dollars and Zero Cents (\$705,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$246,750.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount of Ten Thousand Dollars and Zero Cents (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and
- E. **PAGA Penalties** in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$30,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$10,000.00) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendant in California at any time between February 5, 2023 and November 22, 2024.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendant between August 1, 2022 November 22, 2024. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as ten percent (10%) wages, forty-five percent (45%) interest and forty-five percent (45%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX** workweeks during the class period. Your Individual Settlement Payment is **\$XXX.XX** ((Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked **XXX** workweeks during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** ((PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between August 1, 2022 and November 22, 2024, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

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

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

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

The "Released Class Claims" means all claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and First Amended Complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices pursuant to Business and Professions Code section 17200 et. seq..

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff's August 4, 2023 LWDA Letter, the January 2, 2024 LWDA Letter, the Complaint, and the First Amended Complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226, 226.3, 1174.5, 1197.1, 558, and 2699. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The "Class Period" during which the release of Released Class Claims pertains is from August 1, 2022 and

November 22, 2024.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from February 5, 2023 and November 22, 2024.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

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

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: “I wish to exclude myself from the class settlement reached in the matter of “*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC*, filed in the Los Angeles County Superior Court, Case No. 23STCV18524, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]

[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

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

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

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$246,750.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold the Final Approval Hearing at XXXX a.m. on XXXX, 2025, at the Los Angeles County Superior Court located in the 312 North Spring Street, Los Angeles, California 90012 in Department 11. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

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

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at .com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

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

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