

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
S. Phillip Song (SBN 326572)
psong@moonlawgroup.com
Stanley J. Park (SBN 334747)
spark@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff MANDY LYN OWEN

Andrew L. Smith (SBN 262418)
Andrew.Smith@jacksonlewis.com
Martin P. Vigodnier (SBN 311834)
Martin.Vigodnier@jacksonlewis.com
Chloe M. Wigul (SBN 353300)
Chloe.Wigul@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Attorneys for Defendant COMMUNITY HEALTH ALLIANCE OF PASADENA

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

MANDY LYN OWEN, an individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY HEALTH ALLIANCE OF
PASADENA, a California Corporation; and
DOES 1 through 10 inclusive,

Defendants.

CASE NO.: 23STCV31515

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

[Assigned for all purposes to the Hon. Carolyn B.
Kuhl, Dept. 12]

Complaint Filed December 26, 2023

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made by and between Plaintiff Mandy Lyn Owen (“Plaintiff”) and
3 Defendant Community Health Alliance of Pasadena (“Defendant”) (Plaintiff and Defendant
4 collectively, “the Parties,” and individually “Party”).

5 **1. DEFINITIONS.**

6 1.0. “Action” means *Owen, Mandy Lyn v. Community Health Alliance of Pasadena* Superior
7 Court of the State of California, County of Los Angeles, Case No. 23STCV31515.

8 1.1. “Administrator” means APEX Class Action Administration (“APEX”) the neutral entity
9 the Parties have designated to administer the Settlement.

10 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the
11 Administrator for reimbursement of its reasonable fees and expenses incurred to
12 administer the Settlement, not to exceed \$5,990.00.

13 1.3. “Class” means all persons who currently or formerly worked for Defendant as an hourly,
14 non-exempt employee at any time during the Class Period.

15 1.4. “Class Counsel” means Kane Moon, Allen Feghali, S. Phillip Song, and
16 Stanley J. Park of Moon Law Group, P.C.

17 1.5. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
18 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not
19 to exceed one-third of the Gross Settlement Amount (i.e., \$83,333.33).

20 1.6. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class
21 Counsel for reimbursement of their reasonable expenses incurred to prosecute the
22 Action, not to exceed \$19,000.00.

23 1.7. “Class Data” or “Class List” means Class Member identifying information in
24 Defendant’s possession, including the Class Member’s (1) name; (2) last-known mailing
25 address; (3) Social Security number; and (4) either dates worked for Defendant in
26 California or number of Workweeks, as defined below.

27 1.8. “Class Member” means a member of the Class, as either a Participating Class Member
28 or Non-Participating Class Member, including a Non-Participating Class Member who

qualifies as a PAGA Member.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from July 17, 2020, through September 18, 2025.
- 1.12. “Class Representative” means the named Plaintiff in the Action, Mandy Lyn Owen.
- 1.13. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.14. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.15. “Defendant” means the named Defendant in the Action, Community Health Alliance of Pasadena.
- 1.16. “Defense Counsel” means Andrew L. Smith, Martin P. Vigodnier, and Chloe M. Wigul of Jackson Lewis P.C.
- 1.17. “Effective Date” means the date upon which all of the following have occurred: (i) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (ii) the Court has preliminarily approved the Stipulation of Settlement; (iii) the Notice of Class Action Settlement has been mailed to the Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (iv) the Court has held a formal fairness hearing and has issued the Final Order and entered Judgment certifying the Class and approving the Settlement, including the PAGA Settlement; (v) 65 calendar days have passed since the Court has entered a final Order and Judgment certifying the Class and approving the

1 Stipulation of Settlement; (vi) in the event there are written objections filed prior to the
2 final fairness hearing which are not later withdrawn or denied, the later of the following
3 events: five business days after the period for filing any appeal, writ or other appellate
4 proceeding opposing the Court's final Order approving the Stipulation of Settlement has
5 elapsed without any appeal, writ or other appellate proceeding having been filed; or, if
6 any appeal, writ or other appellate proceeding opposing the Court's final Order
7 approving the Stipulation of Settlement has been filed, five business days after any
8 appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has
9 been finally and conclusively dismissed with no right to pursue further remedies or
10 relief.

11 1.18. "Final Approval Order" means the Court's Order Granting Final Approval of the
12 Settlement.

13 1.19. "Final Approval Hearing" means the Hearing on Plaintiff's Motion for Final Approval
14 of the Settlement.

15 1.20. "Final Judgment" means the Judgment entered by the Court upon granting Final
16 Approval of the Settlement.

17 1.21. "Gross Settlement Amount" means \$250,000.00, the total amount Defendant agrees to
18 pay under the Settlement, except as provided in Paragraph 8.0 below. The Gross
19 Settlement Amount will pay the Individual Class Payments, Individual PAGA
20 Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
21 Expenses Payment, Class Representative Service Payment, and Administration
22 Expenses Payment.

23 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of
24 the Net Settlement Amount, calculated according to the number of Workweeks he or she
25 worked during the Class Period.

26 1.23. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the
27 PAGA Penalties (i.e., \$2,500), allocated pursuant to California Labor Code ("Labor
28 Code") section 2699(m) and calculated according to the number of PAGA Pay Periods

he or she worked during the PAGA Period.

1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.25. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties (i.e., \$7,500), allocated pursuant to Labor Code section 2699(m).

1.26. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.28. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.29. “PAGA Group” or “PAGA Members” means all persons who currently or formerly worked for Defendant as an hourly, non-exempt employee at any time during the PAGA Period.

1.30. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from December 17, 2022, through September 18, 2025.

1.32. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. “PAGA Notice” means Plaintiff’s December 17, 2023 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$10,000.00.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means the named Plaintiff in the Action, Mandy Lyn Owen.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.40. “Released Plaintiff’s Claims” or “Plaintiff’s Release” claims released as described in Paragraph 5.0.
- 1.41. “Released Parties” means Defendant and their past, present and future subsidiaries, parents, affiliated or related companies, divisions, successors, predecessors or assigns officers, directors, shareholders, partners, agents, insurers, employees, attorneys, insurers, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors, or assigns that could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.
- 1.42. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.43. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

1 **2. RECITALS.**

- 2 2.0. On December 17, 2023, Plaintiff submitted to the LWDA, and sent via certified mail to
3 Defendant, a Notice of Labor Code Violations pursuant to Labor Code section
4 2699.3(a).
- 5 2.1. On December 26, 2023, Plaintiff filed a Class Action Complaint against Defendant,
6 which alleged eight individual and class causes of action for violation of the Labor Code
7 and California Business and Professions Code.
- 8 2.2. On March 21, 2024, Plaintiff filed a First Amended Class and Representative Action
9 Complaint against Defendant, which alleged a ninth individual and representative cause
10 of action for violation of PAGA, *as modified*.
- 11 2.3. On January 23, 2025, and July 17, 2025, the Parties attended private mediation with
12 experienced wage-and-hour class and representative action mediator, David Phillips,
13 Esq. The matter did not settle on January 23, 2025, but it did settle during the second
14 mediation session on July 17, 2025.
- 15 2.4. Before mediation, Plaintiff obtained through informal discovery, a 41% sample of the
16 time and corresponding payroll records of the Class, the employee handbook and
17 policies in effect during the Class Period, and other Class Member data and documents.

18 **3. MONETARY TERMS.**

- 19 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below,
20 Defendant will pay \$250,000.00 as the Gross Settlement Amount and all employer
21 payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall
22 be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or
23 any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The
24 Administrator will disburse the entire Gross Settlement Amount without asking or
25 requiring Participating Class Members or PAGA Members to submit any claim as a
26 condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 27 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
28 the following payments from the Gross Settlement Amount, in the amounts specified

by the Court in the Final Approval Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class

Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and PAGA Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, and a Class Counsel Expenses Payment not to exceed \$19,000.00. Defendant will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or

1 any other Plaintiff's Counsel arising from any claim to any portion of any Class
2 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
3 pay the Class Counsel Fees and Class Counsel Expenses Payments using one or
4 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
5 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
6 Payments. Class Counsel holds Defendant harmless, and indemnifies
7 Defendant, from any dispute or controversy regarding any division or sharing of
8 any of these Payments.

9 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
10 \$5,990.00, except for a showing of good cause and as approved by the Court.
11 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
12 Expenses Payment no later than sixteen (16) court days before the Final
13 Approval Hearing. If the Court approves of an Administration Expenses
14 Payment that is less than the amount requested, or if the Administration
15 Expense Payment is less than the amount allocated under this Agreement, the
16 Administrator will allocate the remainder to the Net Settlement Amount. To the
17 extent the actual Administration Expenses Payment is greater than \$5,990.00,
18 such excess amount will be taken from the Gross Settlement Amount, subject to
19 the Court's approval.
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1 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
2 each Individual Class Payment by (a) dividing the Net Settlement
3 Amount by the total number of Workweeks worked by all Participating
4 Class Members during the Class Period and (b) multiplying the result by
5 each Participating Class Member's Workweeks. Non-Participating
6 Class Members will not receive an Individual Class Payment. The
7 Administrator will retain amounts equal to their Individual Class
8 Payments in the Net Settlement Amount for distribution to Participating
9 Class Members on a pro rata basis.

10 3.1.3.2. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
11 each Participating Class Member's Individual Class Payment will be
12 allocated to the settlement of claims for wages (the "Wage Portion").
13 The Wage Portions are subject to tax withholding and will be reported
14 on an IRS W-2 Form. Eighty-Five percent (85%) of each Participating
15 Class Member's Individual Class Payment will be allocated to the
16 settlement of claims for interest and penalties (the "Non-Wage
17 Portion"). The Non-Wage Portions are not subject to wage withholdings
18 and will be reported on IRS 1099 Forms. Participating Class Members
19 assume full responsibility and liability for employee taxes owed on their
20 Individual Class Payment.

21 3.1.4. To the LWDA and PAGA Members: PAGA Penalties of not more than
22 \$10,000.00 to be paid from the Gross Settlement Amount, with seventy-five
23 percent (75%) (i.e., \$7,500.00) allocated to the LWDA PAGA Payment and
24 twenty-five percent (25%) (i.e., \$2,500.00) allocated to the Individual PAGA
25 Payments.

26 3.1.4.1. To Each PAGA Member: The Administrator will calculate each
27 Individual PAGA Payment by (a) dividing the amount of the PAGA
28 Members' 25% share of PAGA Penalties by the total number of PAGA

Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the

1 date the check will be voided. Each check will be voided 180 days after the date
2 of mailing (“void date”). The Administrator will cancel all checks not cashed by
3 the void date. The Administrator will send checks for Individual Class
4 Payments to all Participating Class Members, including those for whom a Class
5 Notice was returned undelivered. The Administrator will send checks for
6 Individual PAGA Payments to all PAGA Members, including Non-
7 Participating Class Members who qualify as PAGA Members and those for
8 whom a Class Notice was returned undelivered. The Administrator may send
9 Participating Class Members a single check combining the Individual Class
10 Payment and Individual PAGA Payment.

11 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
12 Administrator must re-mail checks to the USPS forwarding address provided or
13 to an address ascertained through the Class Member Address Search for Class
14 Members whose checks are returned undelivered without a USPS forwarding
15 address. Thereafter, the Administrator need not take further steps to deliver
16 checks to Class Members whose re-mailed checks are returned as undelivered.
17 However, the Administrator shall promptly send a replacement check to any
18 Class Member whose original check was lost or misplaced and who requests the
19 replacement before the void date.

20 4.1.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, or for any
22 Class Member whose envelope is returned and no forwarding address can be
23 located for the Class Member after reasonable efforts have been made, the
24 Administrator shall transmit the funds represented by such checks to the
25 California Controller's Unclaimed Property Fund in the name of the Class
26 Member, thereby leaving no “unpaid residue” subject to the requirements of
27 California Code of Civil Procedure (“CCP”) section 384(b).

28 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments

1 shall not obligate Defendant to confer any additional benefits or make any
2 additional payments to Class Members, such as 401(k) contributions or
3 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
4 intention that this Agreement will not affect any rights, contributions, or
5 amounts to which any Class Members may be entitled under any benefit plans.

6 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
7 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
8 Payments, Plaintiff, Participating Class Members, PAGA Members, Class Counsel, and the LWDA
9 will release claims against all Released Parties as follows:

10 5.0. Plaintiff's Release: Plaintiff and Plaintiff's respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
12 release and discharge Released Parties from all claims, transactions, or occurrences,
13 including, but not limited to: any and all claims, known and unknown, asserted and not
14 asserted, which Plaintiff has or may have against the Released Parties based on her
15 employment with Defendant as of the date of execution of this Agreement ("Released
16 Plaintiff's Claims" or "Plaintiff's Release"). Released Plaintiff's Claims include, but are
17 not limited to, all of the Released Class Claims, the Released PAGA Claims, and any other
18 claims arising under the California Labor Code; any claim arising out of the California
19 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and
20 federal common law; all claims for lost wages and benefits, emotional distress, retaliation,
21 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws
22 for discrimination, harassment, and wrongful termination, including but not limited to, 42
23 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with
24 Disabilities Act, the Age Discrimination in Employment Act, the California Fair
25 Employment and Housing Act, the California Labor Code, and the law of contract and tort.
26 This release excludes the release of claims not permitted by law. Plaintiff's Release does
27 not extend to any claims or actions to enforce this Agreement, or to any claims for vested
28 benefits, unemployment benefits, disability benefits, social security benefits, workers'

1 compensation benefits that arose at any time, or based on occurrences outside the Class
2 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
3 addition to, the facts or law that Plaintiff now knows or believes to be true but agree,
4 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff
6 agrees that, upon signing the Stipulation of Settlement, she will not request to be excluded
7 from the Settlement and that any such request for exclusion will be void and of no force or
8 effect. Defendant agrees not to oppose Plaintiff's request for enhancement awards up to the
9 specified amount. An IRS Form 1099 shall issue for the enhancement award. For purposes
10 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 19 5.1. Release by Participating Class Members: All Class Members who do not validly opt out
20 of the Settlement ("Participating Class Members") on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, shall be deemed to have released their "Released Class Claims"
23 against the Released Parties upon the date on which the payment of the Gross Settlement
24 Amount is made by Defendant. The Released Class Claims include all claims under
25 state, federal or local law, whether statutory, common law or administrative law, arising
26 out of or related to the claims alleged in the operative complaint and any amended
27 pleadings and ascertained in the course of the Action, including but not limited to claims
28 for unpaid wages, overtime, missed meal and rest periods, reimbursement claims,
waiting time penalties, payroll stub/wage statement violations, and unfair business
practices and unfair competition that occurred during the Class Period, including, but not

1 limited to, claims for injunctive relief, liquidated damages, penalties of any nature,
2 interest, fees, costs; and all other claims and allegations made or which could have been
3 made in the Action based on the facts and allegations that occurred during the Class
4 Period pled in the operative complaint and any amended pleadings. Participating Class
5 Members do not release any other claims, including claims for vested benefits, wrongful
6 termination, violation of the Fair Employment and Housing Act, unemployment
7 insurance, disability, social security, workers' compensation, or claims based on facts
8 occurring outside the Class Period.

9 5.2. Release by PAGA Members: All PAGA Members (including any Class Members who
10 are PAGA Members but who validly opt out of the Settlement) on behalf of themselves
11 and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, and the LWDA, shall be deemed to have released
13 all claims under PAGA against the Released Parties that occurred during the PAGA
14 Period, which include any claims under PAGA arising out of or related to allegations set
15 forth in the operative complaint, any amended pleadings, all pre-filing PAGA notices
16 submitted by Plaintiff to the LWDA, and ascertained in the course of the Action,
17 including without limitation, alleged violations of California Labor Code sections 201-
18 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
19 2699, and 2802, California Industrial Commission Wage Orders, and the California Code
20 Regulations, and including all claims for or related to alleged failure to pay for all hours
21 worked, including minimum wages, straight time wages and overtime wages, failure to
22 provide meal periods, failure to authorize and permit rest periods, failure to maintain
23 accurate records of hours worked and meal periods, failure to reimburse and indemnify
24 expenses, failure to pay all accrued vacation wages at termination, failure to timely pay
25 all wages at termination, failure to furnish accurate and itemized wage statements, failure
26 to pay all earned wages twice per month, interest, fees, and costs (collectively, the
27 "Released PAGA Claims").

28 5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA

Period, as defined in Paragraph 5.2 above. PAGA Members who are Non-Participating Class Members do not release claims for wages or statutory penalties. Because there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA, and further PAGA claims are subject to claim preclusion upon entry of Judgment, Non-Participating Class Members who are PAGA Members will be deemed to have released the Released PAGA Claims and will remain eligible for an Individual PAGA Payment. .

6. **PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.0. **Plaintiff’s Responsibilities.** At least three (3) business days prior to filing the Motion for Preliminary Approval, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Class Settlement and approval of the PAGA Settlement under Labor Code section 2699(f)(2), including drafts of the notice, memorandum in support, declarations in support, and proposed Order Granting Preliminary Approval. The proposed Order Granting Preliminary Approval shall be approved by Defense Counsel prior to Plaintiff filing the proposed Order with the Court. Plaintiff shall also incorporate any and all of Defense Counsel’s revisions to the drafts of the notice and memorandum in support. In the event Plaintiff disagrees with any of Defense Counsel’s revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court.

6.1. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work

1 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
2 modify the Agreement and otherwise satisfy the Court's concerns.

3 **7. SETTLEMENT ADMINISTRATION.**

4 7.0. Selection of Administrator. The Parties have jointly selected APEX to serve as the
5 Administrator and verified that, as a condition of appointment, APEX agrees to be bound
6 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
7 in exchange for the Administration Expenses Payment. The Parties and their Counsel
8 represent that they have no interest or relationship, financial or otherwise, with the
9 Administrator other than a professional relationship arising out of prior experiences
10 administering settlements.

11 7.1. Class Data. No later than twenty-one (21) calendar days after the Court grants
12 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
13 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members'
14 privacy rights, the Administrator must maintain the Class Data in confidence, use the
15 Class Data only for purposes of the Settlement and for no other purpose, and restrict
16 access to the Class Data to Administrator employees who need access to the Class Data
17 to effect and perform under this Agreement. The Administrator shall not be permitted to
18 share any Class Data with Plaintiff, Class Counsel, or any other individual or entity
19 absent express written approval by Defendant or Defense Counsel. Defendant has a
20 continuing duty to immediately notify Class Counsel if it discovers that the Class Data
21 omitted Class Member identifying information and to provide corrected or updated Class
22 Data as soon as reasonably feasible. Without any extension of the deadline by which
23 Defendant must send the Class Data to the Administrator, the Parties, and their counsel
24 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
25 issues related to missing or omitted Class Data.

26 7.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
27 Class Data, the Administrator shall notify Class Counsel that the list has been received
28 and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay

Periods in the Class Data.

7.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or PAGA Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to

1 agree on whether to include them as Class Members. If the Parties agree, such
2 person(s) will be Class Members entitled to the same rights as other Class
3 Members, and the Administrator will send, via email or overnight delivery, a
4 Class Notice requiring them to exercise options under this Agreement no later
5 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
6 in the Class Notice, whichever is later.

7 7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
8 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
9 No later than five (5) days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing the names and other identifying information of Class Members who have
12 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
13 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
14 whether the requests are valid and timely.

15 7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
16 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
17 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
18 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
19 Periods received and/or resolved, and checks mailed for Individual Class Payments and
20 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
21 of all Requests for Exclusion and Objections received.

22 7.7. Administrator’s Declaration. No later than seven (7) business days after the Response
23 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
24 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
25 with all of its obligations under this Agreement, including, but not limited to, its mailing
26 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
27 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
28 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total

number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of PAGA Members and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.9. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

7.12. Class Members' Options.

7.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five

(45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

1 7.12.1.1. Every Class Member who does not submit a timely and valid
2 Request for Exclusion is deemed to be a Participating Class Member
3 under this Agreement, entitled to all benefits and bound by all terms and
4 conditions of the Settlement, including the Participating Class Members'
5 Release under Paragraph 5.1 of this Agreement, regardless of whether the
6 Participating Class Member actually receives the Class Notice or objects
7 to the Settlement.

8 7.12.1.2. Every Class Member who submits a valid and timely Request for
9 Exclusion is a Non-Participating Class Member and shall not receive an
10 Individual Class Payment or have the right to object to the class action
11 components of the Settlement. Non-Participating Class Members who are
12 PAGA Members are deemed to release the claims identified in Paragraph
13 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

14 7.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
15 five (45) calendar days after the Administrator mails the Class Notice (plus an
16 additional fourteen (14) calendar days for Class Members whose Class Notice is
17 re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
18 allocated to the Class Member and/or PAGA Member in the Class Notice. A
19 Class Member and/or PAGA Member may challenge the allocation by sending a
20 Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator.
21 The Challenge to Calculation of Workweeks and/or Pay Periods must be timely.
22 To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods
23 must be postmarked no later than the Response Deadline. The postmark date will
24 be the exclusive means of determining whether a Challenge to Calculation of
25 Workweeks and/or Pay Periods has been timely submitted. The Administrator
26 must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator
28 is entitled to presume that the Workweeks contained in the Class Notice are

correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7.12.3. Objections to Settlement. Each Participating Class Members shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object, in writing, to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payment. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no

1 later than the Response Deadline. The postmark date will be the exclusive
2 means of determining whether a written Objection has been timely submitted.
3 The Administrator, Class Counsel, and Defense Counsel may attempt to
4 resolve any Class Member disputes on the validity or timeliness of a written
5 Objection. However, the Court has the authority to make final decisions
6 consistent with the terms of this Agreement on the validity or timeliness of a
7 written Objection. The Court's decision shall be final and not appealable or
8 otherwise susceptible to challenge.

9 **8. ESCALATOR CLAUSE**

10 8.0. It is estimated that there are approximately 16,000 Workweeks during the Class Period.
11 If, at the end of the Class Period, the actual number of total Workweeks worked by the
12 Class Members during the Class Period exceeds this figure by more than 10% (i.e., if there
13 are 17,600 or more total Workweeks), Defendant, at its sole discretion, shall either: (i)
14 increase the Gross Settlement Amount by the percentage that the actual number of
15 Workweeks exceeds 16,000 (i.e., ten percent (10%) of the current 16,000 estimate; for
16 example, if there is a twelve percent (12%) increase in the total Workweeks, Defendant
17 shall increase the Gross Settlement Amount by two percent (2%)), or (ii) elect to cut off the
18 Class Period as of the date the total Workweeks worked by Class Members during the
19 Class Period does not exceed ten percent (10%) of the 16,000 estimate (i.e., so that the total
20 Workweeks is at or below 17,600). Defendant shall inform Class Counsel of its selection
21 within seven (7) days of the Preliminary Approval Hearing. If Defendant exercises
22 option (b), it shall be prepared to inform the Court of the Class Period end date at the
23 Preliminary Approval Hearing.

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

25 9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of
26 the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw
27 from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant
28 must meet and confer with Class Counsel no later than fourteen (14) calendar days after

1 expiration of the Response Deadline, and Defendant will be responsible for paying all
2 settlement administration expenses incurred to that point. Further, the Settlement shall be
3 void ab initio, have no force or effect whatsoever, and neither Party will have any further
4 obligation to perform under this Agreement, except as provided in this Paragraph.

5 **10. FINAL APPROVAL.**

6 10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
7 Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement
8 that includes a request for approval of the PAGA settlement under Labor Code section
9 2699(s)(2) and a [Proposed] Final Approval Order and Judgment (collectively “Motion
10 for Final Approval”). Plaintiff shall provide drafts of all documents to be filed, including
11 drafts of the notice, memorandum in support, declarations in support, and proposed Final
12 Approval Order and Judgement, at least three (3) business days prior to filing the Motion
13 for Final Approval. The proposed Final Approval Order and Judgement shall be approved
14 by Defense Counsel prior to Plaintiff filing the proposed Final Approval Order and
15 Judgement with the Court. Plaintiff shall also incorporate any and all of Defense
16 Counsel’s revisions to the drafts of the notice and memorandum in support. In the event
17 Plaintiff disagrees with any of Defense Counsel’s revisions, the Parties will expeditiously
18 meet and confer in person or by telephone, and in good faith, to resolve any
19 disagreements prior to the Motion for Final Approval being filed with the Court.

20 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised
21 by a Participating Class Member, including the right to file responsive documents in
22 Court no later than five (5) court days before the Final Approval Hearing, or as otherwise
23 ordered or accepted by the Court.

24 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement, including, but not limited to, the
26 scope of release to be granted by Class Members, the Parties will expeditiously work
27 together in good faith to address the Court’s concerns by revising the Agreement as
28 necessary to obtain Final Approval. The Court’s decision to award less than the amounts

requested for the PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify

the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

11. **AMENDED JUDGMENT.**

11.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.0. Entire Agreement. This Agreement and the Class Notice attached as **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-

1 compliance with, federal, state, local or other applicable law. If Final Approval does not
2 occur, the Parties agree that this Agreement is void, but remains protected by California
3 Evidence Code section 1152.

4 12.2. Class Certification or Representative Manageability for Other Purposes. The Parties
5 agree to stipulate to class certification only for purposes of the Settlement. If, for any
6 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
7 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
8 Judgment, Defendant reserves the right to contest certification of any class for any
9 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff
10 reserves the right to move for class certification on any grounds available, and Plaintiff
11 reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and
12 the Parties' willingness to settle the Action will have no bearing on, and will not be
13 admissible in connection with any litigation, except for proceedings to enforce or
14 effectuate the Settlement and this Agreement.

15 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel separately
16 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each
17 of them will not disclose, disseminate and/or make any public disclosures of any kind
18 regarding the Settlement, including but not limited to postings on Class Counsel's website
19 and postings on any social media sites/outlets, or cause or permit another person to
20 disclose, disseminate or publicize, any of the terms of the Agreement directly or
21 indirectly, specifically or generally, to any person, corporation, association, government
22 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all
23 of whom will be instructed to keep this Agreement confidential; (2) counsel in any
24 related matters; (3) to the extent necessary to report income to appropriate taxing
25 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry
26 or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel
27 agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or
28 subpoena seeking such information. Plaintiff and Class Counsel separately agree not to,

1 directly or indirectly, initiate any conversation or other communication, before the filing
2 of the Motion for Preliminary Approval, any with third party regarding this Agreement
3 or the matters giving rise to this Agreement except to respond only that “the matter was
4 resolved,” or words to that effect. Class Counsel will take all steps necessary to ensure
5 Plaintiff is aware of, and will encourage Plaintiff to adhere to, the restriction against any
6 public disclosures regarding the Settlement. Nothing in this Paragraph is intended to
7 interfere with Class Counsel’s duties and obligations to faithfully discharge their duties
8 as Class Counsel, including but not limited to: (1) as required by law; (2) as required
9 under the terms of the Settlement; and/or (3) as required under counsel’s duties and
10 responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned
11 on any source, including Plaintiff’s Counsel’s personal or firm website.

12 12.4. Confidentiality After Preliminary Approval. Class Counsel will not include or use the
13 Settlement for any marketing or promotional purposes, or for attempting to influence
14 Defendant’s business relationships, either before or after the Motion for Preliminary
15 Approval is filed. Following preliminary approval of the Settlement, Plaintiff and Class
16 Counsel will not initiate any communications with the media or agents of the media. If
17 contacted by the media or third parties Class Counsel will only discuss information
18 publicly available and only state “the matter was resolved.” Class Counsel will take all
19 steps necessary to ensure Plaintiff is aware of, and will encourage Plaintiff to adhere to, the
20 restriction against initiating any media comment. Nothing herein will restrict Class
21 Counsel from including publicly available information regarding this Settlement in future
22 judicial submissions regarding Class Counsel’s qualifications and experience.

23 12.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
25 this Agreement after arm’s-length negotiations and in the context of adversarial
26 litigation, taking into account all relevant factors, present and potential. The Parties
27 further acknowledge that they are each represented by competent counsel and that they
28 have had an opportunity to consult with their counsel regarding the fairness and

reasonableness of this Settlement.

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

12.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached Exhibit, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.9. 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 to define all provisions of this Agreement as valid and enforceable.

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

12.11. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the

1 form or content of any document necessary to implement the Settlement, or on any
2 modification of the Agreement that may become necessary to implement the Settlement,
3 the Parties will seek the assistance of a mediator and/or the Court for resolution.

4 12.12. No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
6 or encumber to any person or entity and portion of any liability, claim, demand, action,
7 cause of action, or right released and discharged by the Party in this Settlement.

8 12.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
10 be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties
14 or their representatives, and approved by the Court.

15 12.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of each of the Parties.

17 12.16. Released Parties are Third-Party Beneficiaries. All Released Parties are third party
18 beneficiaries of this Agreement for purposes of the protections offered by this
19 Agreement, and they shall be entitled to enforce the provisions of this Agreement
20 applicable to any such Released Party as against Plaintiff, Participating Class Members,
21 or PAGA Members, or any party acting on Plaintiff's, Participating Class Members',
22 and/or or PAGA Members' behalf.

23 12.17. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
24 Agreement, Plaintiff will be bound by the terms herein, including the general release
25 described in Paragraph 5.0 above. Plaintiff further agrees that, upon signing this
26 Agreement, Plaintiff will not request to be excluded from this Settlement and that any such
27 request for exclusion by Plaintiff will be void and of no force or effect.

28 12.18. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

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

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

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

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

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

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

12.24. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them
2 will be deemed to be one and the same instrument if counsel for the Parties will
3 exchange between themselves signed counterparts. Any executed counterpart will be
4 admissible in evidence to prove the existence and contents of this Agreement.

5 12.25. Binding Agreement. The Parties warrant that they understand and have full authority to
6 enter into this Settlement, intend that this Agreement will be fully enforceable and
7 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
8 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
9 that otherwise might apply under federal or state law. Plaintiff, and not his
10 representative(s), must personally execute this Agreement. An authorized officer of
11 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
12 become binding and enforceable pursuant to CCP section 664.6.

13 12.26. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
15 further agree that upon the signing of this Agreement that pursuant to CCP section
16 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
17 entire period of this settlement process.

18 *Signatures on the following page.*
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24
25
26
27
28

Plaintiff & Class Representative:

Dated: 2/23/2026

By:  Signed by:
B4B2B8B57C87400...
Plaintiff, Mandy Lyn Owen

Plaintiff's Counsel:

Dated: 2/27/2026

MOON LAW GROUP, P.C.

By: 
Kane Moon
Allen Feghali
S. Phillip Song
Stanley J. Park

Attorney for Plaintiff, Mandy Lyn Owen

Defendant:

Dated: , 2026

On behalf of Defendant, Community Health Alliance of Pasadena

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: , 2026

JACKSON LEWIS P.C.

By: _____
Andrew L. Smith
Martin P. Vigodnier
Chloe M. Wigul

Attorney for Defendant, Community Health Alliance of Pasadena

1 **Plaintiff & Class Representative:**

2
3 Dated: , 2026

By: _____
Plaintiff, Mandy Lyn Owen

4
5 **Plaintiff's Counsel:**

6
7 Dated: , 2026

MOON LAW GROUP, P.C.

8
9 By: _____
Kane Moon
Allen Feghali
S. Phillip Song
Stanley J. Park

10
11 Attorney for Plaintiff, Mandy Lyn Owen

12
13 **Defendant:**

14 Dated: , 2026

On behalf of Defendant, Community Health Alliance of
Pasadena

15
16 By: _____ Deyner Zapata
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

Print Name
Deyner Zapata

Deyner Zapata Signature (26 19:10:55 PST)
ICEO

Title

20 **Defendant's Counsel:**

21 Dated: March 3 , 2026

JACKSON LEWIS P.C.

22
23 *A. Smith*
24 By: _____
25 Andrew L. Smith
26 Martin P. Vigodnier
27 Chloe M. Wigul

28
Attorney for Defendant, Community Health
Alliance of Pasadena

Owen v. Community Health Alliance - Class PAGA Long Form Settlement Agreement (final)

Final Audit Report

2026-03-02

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