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MARIA RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF VENTURA**

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| MARIA RODRIGUEZ, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>CLINICAS DEL CAMINO REAL, INC., a California nonprofit corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No.: 2024CUOE020097<br>(Consolidated with Case No.: 2024CUOE023496)<br><br>*[Assigned for all purposes to the Hon. Charmaine Buehner, Dept. J4]*<br><br>**DECLARATION OF MILAN MOORE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>Date: October 29, 2025<br>Time: 8:30 a.m.<br>Dept.: J4 |
| MARIA RODRIGUEZ, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>CLINICAS DEL CAMINO REAL, INC., a California nonprofit corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | |

I, MILAN MOORE, declare as follows:

1. I am a Partner at Lidman Law, APC, counsel for named Plaintiff Maria Rodriguez ("Plaintiff") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an employment litigation boutique, where I successfully represented employees in discrimination, harassment, retaliation and wrongful termination cases in both state and federal court. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to compel, drafting mediation briefs, and attending mediations.

3. From June 11, 2018 to December 2024, I worked as an Associate at my current firm, Lidman Law, APC. In December 2024, I was promoted to Partner. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both state and federal court.

4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge

Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. In 2023 and 2024, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year.

6. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

7. Defendant Clinicas Del Camino Real, Inc. ("Defendant") provides healthcare services throughout Ventura County. On January 31, 2024, Plaintiff filed a putative class action complaint against Defendant in Ventura County Superior Court alleging several wage and hour violations ("Class Action"). Plaintiff alleged causes of action for: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) failure to pay all wages owed upon termination; and (8) unfair competition

in violation of California Business & Professions Code § 17200 et seq. On January 30, 2024, Plaintiff sent a PAGA notice letter to the Labor and Workforce Development Agency ("LWDA") and Defendant advising of her intention of filing a PAGA claim based on the Labor Code violations alleged in her operative complaint. A true and correct copy of Plaintiff's LWDA letter is attached hereto as **Exhibit 1**. On April 11, 2024, Plaintiff filed a separate representative action complaint alleging a single cause of action for civil penalties under the PAGA ("PAGA Action") based on the Labor Code violations alleged in the Class Action complaint (Ventura County Superior Court, 2024CUOE023496). On August 15, 2025, the Parties stipulated to consolidate the Class Action and PAGA Action, and on August 25, 2025, the Court entered an order consolidating the cases.

8. After agreeing to participate in private mediation, Defendant informally produced time records and payroll data for a 15 percent sampling of the putative class. After a review and analysis of the data produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. The informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

9. On June 2, 2025, a mediation was held with Michael Ludwig, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, through a mediator's proposal, the parties agreed on a class-wide resolution in principle. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 2**. The proposed Notice of Class Action and Proposed Settlement is attached as Exhibit B to the Settlement.

10. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of $700,000.00. Significantly, this Settlement is **<u>non-reversionary</u>**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. Each Settlement Class

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member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

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| **Gross Settlement Amount ("GSA"):** | **$700,000.00** |
| Minus Court-approved attorneys' fees (1/3 of GSA): | $233,333.33 |
| Minus Court-approved, verified costs (up to): | $25,000.00 |
| Minus Court-approved Class Representative Service Award (up to): | $10,000.00 |
| Minus Settlement Administration Costs: | $21,500.00 |
| Minus PAGA Civil Penalties: | $60,000.00 |
| **Net Settlement Amount ("NSA"):** | **$350,166.67** |
| | |
| Settlement Class Members: | 1,143 |
| **Average Individual Payment (NSA/Settlement Class):** | **$306.35** |

11. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund arranged for by the Settlement Administrator for the benefit of participating Settlement Class members and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount and the required employer-side taxes with the Settlement Administrator within thirty (30) days after the Effective Date. The Effective Date is the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

12. After deducting amounts for the Court-approved attorneys' fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA civil penalties, the Settlement requires Defendant to pay a Net Settlement Amount ("NSA") of at least $350,166.67 to all Settlement Class Members who do not timely opt out. This amount does not include the $15,000.00 PAGA Amount to be paid to the PAGA Employees.

13. According to Defendant, there are approximately 1,143 total Settlement Class Members defined as:

> All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the Class Period.
>
> The Class Period is the time period of June 29, 2022 through the date of preliminary approval by the Court of the Settlement.

Members of the Class can be easily identified by looking to Defendant's business records.

14. With approximately 1,143 Settlement Class members, the average payment to each Settlement Class member is currently expected to be approximately $306.35. There are approximately 103,300 workweeks worked during the Class Period, so the net value per workweek is $3.38 ($350,166.67 NSA / 103,300 workweeks).

15. PAGA Employees are defined as: "All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the PAGA Period." For purposes of this Settlement Agreement, the "PAGA Period" shall mean the time period between February 6, 2023 and the date of preliminary approval by the Court of the Settlement. PAGA Employees are readily identifiable by referencing Defendant's business records.

16. Settlement Class Members' claims arise from Defendant's common, uniform policies and practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) failure to pay all wages owed upon termination; and (8) unfair competition.

17. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges that throughout the relevant time period she and the other non-exempt employees were not paid for all time worked. Specifically, Plaintiff alleges that Defendant required Plaintiff to communicate and coordinate with other non-exempt employees regarding staff shortages and shift coverages, but Plaintiff and the other employees were not permitted to record the time as time worked. Additionally, Plaintiff and other non-exempt employees were required to submit to temperature checks prior to clocking in for shifts. As a result, Plaintiff contends that Defendant failed to pay her and other non-exempt

employees all minimum and overtime wages owed. Accordingly, based on 10 minutes of unpaid time each shift, Plaintiff estimates Defendant's exposure at a total of $2,572,170.

18. Defendant contends that it compensated Settlement Class Members for all of their time worked. Defendant also contends that its timekeeping practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given the individualized inquiries that would be required. In light of these defenses, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 35% to account for Defendant's defenses on the merits to arrive at an estimated exposure of approximately $752,359.73.

19. Plaintiff alleges that she and Settlement Class Members were not provided with all legally-required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Due to work demands, Plaintiff was often prevented from taking meal periods that commenced before the end of the fifth (5th) hour of work. Based on Plaintiff's review of the time data produced in connection with mediation, Defendant's violation rate for first meal periods was approximately two percent. As such, Plaintiff calculated Defendant's maximum exposure for the alleged meal period violations at $309,900 (103,300 workweeks x 5 days per workweek x .02 violation rate x $30 average hourly rate).

20. Defendant counters that it has always provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Further, as a result of an earlier wage and hour class action lawsuit against Defendant resolving in June 2022, Defendant took further action to ensure that its employees were provided either compliant meal periods or meal period premiums for any non-compliant meal periods. Defendant also points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification because individual inquiries would be required to assess which

employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. Accordingly, Plaintiff discounted the maximum exposure by 60% for the risk of non-certification, and an additional 55% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $55,782.00.

21. Plaintiff alleges that she and other Settlement Class Members were not authorized and permitted to take all required rest periods due to Defendant's rest period practices which fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Based on a 100 percent violation rate, Plaintiff calculated Defendant's exposure on rest period violations at $15,495,000 (103,300 workweeks x 5 shifts per workweek x $30.00 average hourly rate).

22. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Defendant further contends that as a result of an earlier wage and hour class action lawsuit against Defendant resolving in June 2022, Defendant took further action to ensure that its employees were provided either compliant rest periods or rest period premiums for any non-compliant rest periods. Defendant argues that Plaintiff's rest period claims are inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the maximum exposure by 85% for the risk of non-certification, and an additional 70% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $697,275.

23. Plaintiff alleges that Defendant required her and the other Settlement Class Members to use their personal cellular phone for business purposes. Despite knowing that putative class members had incurred necessary business expenses, Defendant failed to reimburse putative class members in violation of Section 2802 and *Cochran.* Plaintiff estimates employees should have been reimbursed approximately $25.00 per month, or about $6.25 per workweek for reasonable cellular phone related

expenses. Therefore, Plaintiff calculated Defendant's maximum exposure at $645,625 (103,300 workweeks x $6.25 per workweek).

24. Defendant asserts that, given the wide array of cellular phone plans, any expenses would be *de minimis*. Accordingly, Plaintiff discounted the maximum exposure by 80% for the risk of non-certification, and an additional 45% to account for Defendant's defenses on the merits to arrive at an estimated exposure of approximately $71,018.75.

25. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and thus did not accurately show gross wages earned, total hours worked by the employee, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Therefore, Plaintiff calculated Defendant's maximum exposure for wage statement violations at $4,123,350 (based on the 41,600 wage statements issued during the relevant time period and applying $50 for the first violation and $100 for each subsequent violation).

26. Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 25% for a risk of non-certification and an additional 45% for a risk of being unsuccessful on the merits to arrive at an estimated total of $1,700,881.88.

27. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages and meal and rest period premiums at the end of employment. Based on the data provided by Defendant, there were approximately 410 Settlement Class members who have separated their employment with Defendant during the relevant time period who should be entitled to waiting time penalties. Therefore, Plaintiff calculated Defendant's maximum

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exposure for waiting time penalties at approximately $2,952,000 ($30.00 average hourly rate x 8 hours x 30 days x 410 former employees).

28. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and an additional 40% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of $974,160.00.

29. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Plaintiff calculated Defendant's exposure at the initial rate of $100 per violation for a total of $4,160,000.

30. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail. Defendant also maintains that, given its good faith defenses and efforts to comply with the law, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum exposure figure by 45% for a risk of being unsuccessful on the merits, and an additional 75% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately $572,000.00.

31. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $4,823,477.35. The proposed settlement of $700,000.00 therefore represents approximately 14.5% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members and will still provide an average recovery to Settlement Class members of over $300.

32. Class Counsel will apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be $233,333.33, and up to $25,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial

attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, analyzing Settlement Class Members' timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class Members, preparing the final approval papers, and attending the Final Approval hearing.

33. Plaintiff has provided written approval of the split of attorneys' fees in this action.

34. Plaintiff will seek a service award of $10,000.00 at the time of seeking final approval, and I believe this is reasonable. As will be fully briefed at the time of final approval, Plaintiff's requested service award is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, participating in the mediation, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff has agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

35. There are no apparent conflicts of interest between Plaintiff and the Settlement Class she seeks to represent. There are no apparent conflicts of interest between Class Counsel and the Settlement Class.

36. Although the Parties engaged in informal discovery prior to mediation, the Parties still had significant formal discovery to complete in litigation had the matter not settled. Moreover, Plaintiff still had to file for class certification and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even if the classes sought to be certified by Plaintiff were in fact certified, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal.

37. I have directed my office to submit a copy of the instant Motion for Preliminary Approval and all supporting documents via the LWDA's website on the same date concurrently herewith and will

have a supplemental declaration filed after the Motion for Preliminary Approval and all supporting documents are submitted to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 12, 2025, at El Segundo, California.

Milan Moore

Milan Moore

# EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
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January 30, 2024

**VIA LWDA WEBSITE**
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED**
Clinicas Del Camino Real, Inc.
c/o Gagan Pawar
1040 Flynn Road
Camarillo, CA 93012

Re: *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maria Rodriguez ("Ms. Rodriguez") in claims arising from her employment with Clinical Del Camino Real, Inc. ("Defendant"). Ms. Rodriguez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly, non-exempt employees working for Defendant in California during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Ms. Rodriguez files a civil lawsuit seeking civil penalties.

Defendant does business as a medical clinic. Ms. Rodriguez, a former employee, was employed by Defendant as a non-exempt employee from approximately January 2006 through approximately December 13, 2023. During her employment with Defendants, Ms. Rodriguez was Licensed Vocational Nurse.

Ms. Rodriguez was generally scheduled to work five days a week, Monday and Thursday, 11:30 a.m. to 8:00 p.m., Tuesday, Wednesday, and Friday 8:30 a.m. to 5:30 p.m., Ms. Rodriguez would clock in and out on the office laptop or on her personal cellular phone via a timekeeping application. Ms. Rodriguez and other hourly, non-exempt employees would often work more than 8 hours in a workday and/or 40 hours in a workweek.

During her employment with Defendants, Defendant did not compensate Ms. Rodriguez and other non-exempt employees for all hours worked. Specifically, Defendant would often send out automated messages about shortages at the clinic and Defendant required Ms. Rodriguez and other non-exempt employees to respond. Defendant also required Ms. Rodriguez to coordinate with other LVNs and/or medical assistants to provide coverage and Ms. Rodriguez was unable to track such time because the phone application requires Ms. Rodriguez to be within a certain distance of the medical clinic. Accordingly, because Defendant failed to pay Ms. Rodriguez and other non-exempt employees for the time they were their direction and control, Defendant failed to pay them for all minimum wages owed. Additionally, any time the temperature of the fridge that maintains the vaccines goes offline, Ms. Rodriguez is required to log into tempalert and check and report the temperature. Defendant fail to compensate her for this time as well. Further, Ms. Rodriguez and other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

Throughout Ms. Rodriguez's employment with Defendants, Ms. Rodriguez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendants, Ms. Rodriguez and other hourly, non-exempt employees were often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Specifically, Ms. Rodriguez and other hourly, non-exempt employees were often interrupted by patients who need vaccines.

Additionally, Defendant's meal period policies and practices fail to provide Ms. Rodriguez and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Rodriguez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Ms. Rodriguez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Rodriguez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout Ms. Rodriguez's employment with Defendant, Ms. Rodriguez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Additionally, Ms. Rodriguez and other non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

On those occasions when Ms. Rodriguez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Rodriguez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

During Ms. Rodriguez's employment with Defendant, Ms. Rodriguez and other hourly, non-exempt employees were required to use their personal cellular phone to discharge their duties. Specifically, Ms. Rodriguez and other non-exempt employees were required to use their personal cellular phone for a variety of required work activities, including, but not limited to communicating with other team members. Defendant knew or should have known that Ms. Rodriguez and other hourly, non-exempt employees were necessarily incurring expenses due to the use of their personal cellular phones in the direct discharge of their duties. Yet, despite the necessity of Ms. Rodriguez and other non-exempt employees using their personal cellular phone for work activities and Defendant knowing or should have knowing about same, they were not reimbursed for a reasonable portion of their cellular phone expenses by Defendants, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rodriguez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Rodriguez and other former hourly, non-exempt employees all wages owed upon their separation of employment with Defendants.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

<u>Minimum Wage Violations</u>

Defendant was required to pay Ms. Rodriguez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 4, § 4. Ms. Rodriguez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. These practices by Defendant resulted in Defendant not paying Ms. Rodriguez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

<u>Overtime Violations</u>

Defendant was required to pay Ms. Rodriguez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked, Ms. Rodriguez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As described above, due to the work demands, Defendant failed to provide Ms. Rodriguez and other aggrieved employees with all legally compliant meal periods. In addition, Defendant failed to provide Ms. Rodriguez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Rodriguez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. Specifically, Ms. Rodriguez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof.* Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Rodriguez worked a shift in excess of 10.0 hours. As a result, Ms. Rodriguez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Business Expenses

Defendant failed to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses incurred in the direct discharge of the job duties of such employees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Rodriguez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Rodriguez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and/or overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Ms. Rodriguez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Rodriguez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and/or overtime wages, and meal and rest period premium wages.

As an "aggrieved employee," Ms. Rodriguez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Rodriguez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Rodriguez and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Rodriguez and other aggrieved employees all overtime compensation earned;

c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Rodriguez and the aggrieved employees;

d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Rodriguez and the aggrieved employees;

e) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenditures;

f) Defendant violated Labor Code § 226 by failing to furnish Ms. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;

g) Defendant violated Labor Code §§ 204 and 210 by failing to pay Ms. Rodriguez and other aggrieved employees all earned wages at least twice during each calendar month;

h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Rodriguez and other aggrieved employees; and

i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Rodriguez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Maria Rodriguez ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Clinicas Del Camino Real, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Lyne A. Richardson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On January 31, 2024, Plaintiff filed a Complaint against Defendant in Ventura County Superior Court, in the matter entitled *Maria Rodriguez v. Clinicas Del Camino Real, Inc.,* Case No. 2024CUOE020097 (the "Class Action"), alleging the following claims: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide all required meal periods; (iv) failure to authorize and permit all required rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; and (viii) unfair competition.

By letter dated January 30, 2024, Plaintiff gave written notice by certified mail to the Labor Workforce & Development Agency ("LWDA) and Defendant of the specific provisions of the California Labor Code that Plaintiff alleged in the Class Action that Defendants violated. A copy of Plaintiff's January 30, 2024 letter to the LWDA is attached hereto as **Exhibit A**.

On April 11, 2024, Plaintiff filed a Complaint against Defendant in Ventura County Superior Court, in the matter entitled *Maria Rodriguez v. Clinicas Del Camino Real, Inc.,* Case No. 2024CUOE023496 (the "PAGA Action"), alleging a single cause of action under the California Private Attorneys General Act ("PAGA") based on the Labor Code violations alleged in her January 30, 2024 letter to the LWDA.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class and the aggrieved employees. Accordingly, Plaintiff and Defendant agree as follows:

1. **Consolidation of The Class Action and PAGA Action**. Upon execution of this Settlement, Plaintiff and Defendant will enter into a Stipulation to consolidate the Class Action and PAGA action for purposes of seeking settlement approval of both matters. That Stipulation will be submitted to the Court for approval.

2. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the Class Period.

For purposes of this Settlement Agreement, the "Class Period" shall mean the time period of June 29, 2022 through the date of preliminary approval by the Court of the Settlement.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

3. **PAGA Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of PAGA Employees:

> All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. who worked at any time in California during the PAGA Period.

For purposes of this Settlement Agreement, the "PAGA Period" and release under the PAGA shall mean the time period between February 6, 2023 and the date of preliminary approval by the Court of the Settlement.

4. **Release by Settlement Class Members and Plaintiff**. Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present owners, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), as follows:

A. Settlement Class Members' Release: Settlement Class Members (except those who timely and properly submit a Request for Exclusion as set forth below) and Plaintiff will release any and all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint in the Class Action or arising from the same operative facts and/or allegations as those set forth in the operative Complaint in the Class Action, that arose during the Class Period defined above including with respect to the following claims: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide all required meal periods; (iv) failure to authorize and permit all required rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims").

B. The time period release for the release of the Released Claims against the Released Parties shall be the same time period as the Class Period (as defined above in Paragraph 2).

C. PAGA Release: PAGA Employees (including employees who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private

Attorneys General Act of 2004 against the Released Parties based on the following (and as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") dated January 31, 2024): (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide all required meal periods; (iv) failure to authorize and permit all required rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate, itemized wage statements; and (vii) failure to pay all wages upon termination of employment, that occurred during the PAGA Period (collectively, "PAGA Released Claim").

D. The time release for the release of the PAGA Released Claims against the Released Parties shall be the same time period as the PAGA Period (as defined above in Paragraph 3).

E. The releases identified herein will only be effective upon the date that Defendant fully funds the Gross Settlement Amount.

5. **Gross Settlement Amount.** As consideration, Defendant agrees, to pay a "Gross Settlement Amount" of Seven Hundred Thousand Dollars and Zero Cents ($700,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.

B. The Gross Settlement Amount (and employer-side taxes separate from the Gross Settlement Amount) shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class Members. Defendant shall fund the Gross Settlement Payment within thirty (30) days after the Effective Date (as defined below).

C. This Settlement shall become effective on the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

D. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class Members;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Twenty One Thousand Five Hundred Dollars and Zero Cents ($21,500.00);

(3) Up to Ten Thousand Dollars and Zero Cents ($10,000.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to

the Action, and her service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;

(4) Up to one-third of the Gross Settlement Amount currently approximately Two Hundred Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($233,333.33) (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 5.F. below) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Five Thousand Dollars and Zero Cents ($25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Ten Thousand Dollars and Zero Cents ($60,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Forty Five Thousand Dollars and Zero Cents ($45,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Fifteen Thousand Dollars and Zero Cents ($15,000.00), will be payable to certain Settlement Class Members as the "PAGA Amount," as described below.

E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

F. **<u>Escalator Clause</u>**. Defendant represents that there are an estimated 103,300 workweeks worked by Class Member from June 29, 2022, through May 27, 2025 (date of mediation). If the number of workweeks during the Class Period exceeds 103,300 by more than ten percent (10%), then Defendant, at their option can either choose to, (1) increase the Gross Settlement Amount by $6.78 per workweek for each additional workweek in excess of 113,630 workweeks (the 10% escalation limit) or (2) cut off the Class Period before the total number of workweeks increases above 113,630. Defendant may exercise option (2) so long as it does so before Plaintiff's motion for approval is filed

6. **Payments to the Settlement Class.** Settlement Class Members are <u>not</u> required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA and the PAGA Employees. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:

i. The Net Settlement Amount shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of Workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period.

ii. PAGA Amount: Fifteen Thousand Dollars and Zero Cents ($15,000.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of any periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period.

C. Within seven (7) calendar days following Defendant's deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Eighty percent (80%) as penalties and interest; and Twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller's Office - Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 5.F. above), which is currently estimated to be Two Hundred Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($233,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Five Thousand Dollars and Zero Cents ($25,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

8. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

9. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Twenty One Thousand Five Dollars and Zero Cents ($21,500.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class Members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;

C. Appointing Maria Rodriguez as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Settlement and Notice of Settlement Award, drafts of which are attached collectively hereto as **Exhibit B**), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet (the draft of which is attached hereto as **Exhibit B**) to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. The Parties agree that there is no statutory or other right for any Settlement Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Actual Workweeks worked during the Class Period and the number of pay periods worked during the PAGA Period. Settlement

Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties, unless the Court determines otherwise.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability,

wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication**. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

15. **Legal Developments**. The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Attorneys' Fees**: In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover her and/or its reasonable attorneys' fees and costs incurred arising from such dispute. The Parties further agree that the time within which to bring the Action to trial under CCP Section 583.310 shall be tolled from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or the Court's denial of a preliminary approval motion or final approval motion, whichever is later.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Lyne A. Richardson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 19191 S. Vermont Ave., Suite 635, Torrance, California 90502; lyne.richardson@ogletreedeakins.com if to Plaintiff: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com and enguyen@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

19. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts by facsimile, electronic signature, scan or email, and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 14-Aug-2025

DEFENDANT CLINICAS DEL CAMINO REAL, INC.

Signed by:
By: Gagan Pawar
C6690AED5E4B4D4...

Its: CEO

DATED:

PLAINTIFF MARIA RODRIGUEZ

By:________________________________
Plaintiff and Settlement Class Representative

if to Plaintiff: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com and enguyen@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

19. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts by facsimile, electronic signature, scan or email, and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT CLINICAS DEL CAMINO REAL, INC.

By:________________________________

Its: ________________________________

DATED: Aug 5, 2025

PLAINTIFF MARIA RODRIGUEZ

By: Maria Rodriguez
Maria Rodriguez (Aug 5, 2025 10:40:11 PDT)
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED:

OGELTREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By:________________________________

Its: ________________________________

DocuSigned by:

Steven Mannix

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By:________________________________

Lyne A. Richardson Steven Mannix

Attorneys for Defendant

DATED:

LIDMAN LAW, APC

By:________________________________

Scott M. Lidman

Attorneys for Plaintiff

DATED:

HAINES LAW GROUP, APC

By:________________________________

Paul K. Haines

Attorneys for Plaintiff

**APPROVED AS TO FORM:**

DATED:

OGELTREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By:________________________________

Its: ________________________________

By:________________________________
Lyne A. Richardson
Attorneys for Defendant

DATED: August 5, 2025

LIDMAN LAW, APC

By:________________________________
Scott M. Lidman
Attorneys for Plaintiff

DATED: August 5, 2025

HAINES LAW GROUP, APC

By:________________________________
Paul K. Haines
Attorneys for Plaintiff

# EXHIBIT A

EXHIBIT A

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

January 30, 2024

**<u>VIA LWDA WEBSITE</u>**
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**<u>VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED</u>**
Clinicas Del Camino Real, Inc.
c/o Gagan Pawar
1040 Flynn Road
Camarillo, CA 93012

Re: *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maria Rodriguez ("Ms. Rodriguez") in claims arising from her employment with Clinical Del Camino Real, Inc. ("Defendant"). Ms. Rodriguez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly, non-exempt employees working for Defendant in California during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Ms. Rodriguez files a civil lawsuit seeking civil penalties.

Defendant does business as a medical clinic. Ms. Rodriguez, a former employee, was employed by Defendant as a non-exempt employee from approximately January 2006 through approximately December 13, 2023. During her employment with Defendants, Ms. Rodriguez was Licensed Vocational Nurse.

Ms. Rodriguez was generally scheduled to work five days a week, Monday and Thursday, 11:30 a.m. to 8:00 p.m., Tuesday, Wednesday, and Friday 8:30 a.m. to 5:30 p.m., Ms. Rodriguez would clock in and out on the office laptop or on her personal cellular phone via a timekeeping application. Ms. Rodriguez and other hourly, non-exempt employees would often work more than 8 hours in a workday and/or 40 hours in a workweek.

During her employment with Defendants, Defendant did not compensate Ms. Rodriguez and other non-exempt employees for all hours worked. Specifically, Defendant would often send out automated messages about shortages at the clinic and Defendant required Ms. Rodriguez and other non-exempt employees to respond. Defendant also required Ms. Rodriguez to coordinate with other LVNs and/or medical assistants to provide coverage and Ms. Rodriguez was unable to track such time because the phone application requires Ms. Rodriguez to be within a certain distance of the medical clinic. Accordingly, because Defendant failed to pay Ms. Rodriguez and other non-exempt employees for the time they were their direction and control, Defendant failed to pay them for all minimum wages owed. Additionally, any time the temperature of the fridge that maintains the vaccines goes offline, Ms. Rodriguez is required to log into tempalert and check and report the temperature. Defendant fail to compensate her for this time as well. Further, Ms. Rodriguez and other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

Throughout Ms. Rodriguez's employment with Defendants, Ms. Rodriguez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendants, Ms. Rodriguez and other hourly, non-exempt employees were often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Specifically, Ms. Rodriguez and other hourly, non-exempt employees were often interrupted by patients who need vaccines.

Additionally, Defendant's meal period policies and practices fail to provide Ms. Rodriguez and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Rodriguez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Ms. Rodriguez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Rodriguez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout Ms. Rodriguez's employment with Defendant, Ms. Rodriguez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Additionally, Ms. Rodriguez and other non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

On those occasions when Ms. Rodriguez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Rodriguez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

During Ms. Rodriguez's employment with Defendant, Ms. Rodriguez and other hourly, non-exempt employees were required to use their personal cellular phone to discharge their duties. Specifically, Ms. Rodriguez and other non-exempt employees were required to use their personal cellular phone for a variety of required work activities, including, but not limited to communicating with other team members. Defendant knew or should have known that Ms. Rodriguez and other hourly, non-exempt employees were necessarily incurring expenses due to the use of their personal cellular phones in the direct discharge of their duties. Yet, despite the necessity of Ms. Rodriguez and other non-exempt employees using their personal cellular phone for work activities and Defendant knowing or should have knowing about same, they were not reimbursed for a reasonable portion of their cellular phone expenses by Defendants, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rodriguez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Rodriguez and other former hourly, non-exempt employees all wages owed upon their separation of employment with Defendants.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

<u>Minimum Wage Violations</u>

Defendant was required to pay Ms. Rodriguez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 4, § 4. Ms. Rodriguez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. These practices by Defendant resulted in Defendant not paying Ms. Rodriguez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

<u>Overtime Violations</u>

Defendant was required to pay Ms. Rodriguez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 4, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Rodriguez and other aggrieved employees to be under their direction and control prior to clocking in. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked, Ms. Rodriguez and other aggrieved employees were deprived all required overtime wages earned.

## Meal Period Violations

As alleged above, Defendant failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As described above, due to the work demands, Defendant failed to provide Ms. Rodriguez and other aggrieved employees with all legally compliant meal periods. In addition, Defendant failed to provide Ms. Rodriguez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Rodriguez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

## Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. Specifically, Ms. Rodriguez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Rodriguez worked a shift in excess of 10.0 hours. As a result, Ms. Rodriguez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

## Failure to Reimburse Business Expenses

Defendant failed to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses incurred in the direct discharge of the job duties of such employees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Rodriguez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

## Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Rodriguez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and/or overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Ms. Rodriguez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Rodriguez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and/or overtime wages, and meal and rest period premium wages.

As an "aggrieved employee," Ms. Rodriguez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Rodriguez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Rodriguez and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Rodriguez and other aggrieved employees all overtime compensation earned;

c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Rodriguez and the aggrieved employees;

d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Rodriguez and the aggrieved employees;

e) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Rodriguez and other Aggrieved Employees for necessary work expenditures;

f) Defendant violated Labor Code § 226 by failing to furnish Ms. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;

g) Defendant violated Labor Code §§ 204 and 210 by failing to pay Ms. Rodriguez and other aggrieved employees all earned wages at least twice during each calendar month;

h) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Rodriguez and other aggrieved employees; and

i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Rodriguez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

# EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

| | |
|---|---|
| MARIA RODRIGUEZ,<br><br>Plaintiff,<br><br>vs.<br><br>CLINICAS DEL CAMINO REAL, INC., a California limited liability company; and Does 1 through 100,<br><br>Defendants. | Case No. 2024CUOE020097 Consolidated with Case No. 2024CUOE023496<br><br>**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT** |

To: All current and former non-exempt, hourly employees of Defendant Clinicas Del Camino Real, Inc. ("Defendant") who worked at any time in California between June 29, 2022 and [the date of preliminary approval by the Court]. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY**
**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

### *Why should you read this notice?*

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the consolidated action entitled *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*, Case No. 2024CUOE020097 Consolidated with Case No. 2024CUOE023496 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed as a non-exempt, hourly employee in California between June 29, 2022, and [the date of preliminary approval by the Court] (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

### *What is this case about?*

Plaintiff Maria Rodriguez ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for Defendant in California at any time between June 29, 2022, and [the date of preliminary approval by the Court]. Plaintiff Maria Rodriguez is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant (i) failed to pay all overtime wages owed; (ii) failed to pay all minimum wages owed; (iii) failed to provide all required meal periods; (iv) failed to authorize and permit all required rest periods; (v) failed to reimburse necessary business expenses; (vi) failed to issue accurate, itemized wage statements; and (vii) failed to pay all wages upon termination of employment. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA").

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation.** Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

### *Who are the Attorneys?*

| Attorneys for the Plaintiff / Settlement Class Members: | Attorneys for Defendant Seaport Group Enterprises, LLC |
|---|---|
| **LIDMAN LAW, APC**<br>Scott M. Lidman<br>slidman@lidmanlaw.com<br>Milan Moore<br>mmoore@lidmanlaw.com<br>Tiara Gose-Hardy<br>tgose@lidmanlaw.com<br>2155 Campus Drive, Suite 150<br>El Segundo, California 90245<br>Tel: (424) 322-4772<br>Fax: (424) 322-4775<br>www.lidmanlaw.com<br><br>**HAINES LAW GROUP, APC**<br>Paul K. Haines<br>phaines@haineslawgroup.com<br>155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>www.haineslawgroup.com | **OGLETREE, DEAKINS, NASH, SMOAK & STEWART**<br>Lyne A. Richardson<br>lyne.richardson@ogletreedeakins.com<br>19191 S. Vermont Ave., Suite 635<br>Torrance, California 90502<br>Tel: (310) 217-8191<br>Fax: (310) 217-8184 |

### *What are the terms of the Settlement?*

On [**INSERT DATE OF PRELIMINARY APPROVAL**], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Defendant in California at any time between June 29, 2022, and [the date of preliminary approval by the Court]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $700,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, the Class Representative's Service Award and monies to be paid to the LWDA. Defendant's share of employer-side payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $21,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

<u>Attorneys' Fees and Expenses</u>. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be $233,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed $25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

<u>Service Award to Class Representative</u>. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed $10,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

<u>LWDA Payment</u>. Class Counsel will ask the Court to approve a payment in the total amount of $60,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or $45,000.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or $15,000.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

<u>Calculation of Individual Settlement Class Members' Settlement Award</u>. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately <<$__________>>to be shared among an up to <<_____>> estimated Settlement Class members.

The NSA will be divided as follows: Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of Workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

In addition, Fifteen Thousand Dollars and Zero Cents ($15,000.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendant at any time from February 6, 2023 and [the date of preliminary approval by the Court] is a PAGA Employee and shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period of February 6, 2023 and [the date of preliminary approval by the Court], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the time period from February 6, 2023 and [the date of preliminary approval by the Court], and the denominator of which is the total number of pay periods worked by all PAGA Employees during the time period of February 6, 2023 and [the date of preliminary approval by the Court].

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion in approximately <<_________>>.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each Settlement Class Member and PAGA Employee who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or PAGA Employees who checks were not cashed within 180 days after mailing will be transferred to the California State Controller's Office - Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Payment by Defendant of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator within thirty (30) days after the Effective Date.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Based on the above, the Gross Settlement Amount is expected to be paid by approximately <<______>>.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present owners, officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint or arising from the same operative facts and/or allegations as those set forth in the operative Complaint in the consolidated Action, that arose during the Class Period defined above including with respect to the following claims: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide all required meal periods; (iv) failure to authorize and permit all required rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims").

The time period of the Release shall be the same time as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the following (and as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") dated January 31, 2023): (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide all required meal periods; (iv) failure to authorize and permit all required rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate, itemized wage statements; and (vii) failure to pay all wages upon termination of employment, that occurred during the PAGA Period (collectively, "PAGA Released Claim")

PAGA Employees includes all current and former non-exempt, hourly employees employed by Defendant in California at any time between February 6, 2023 and [the date of preliminary approval by the Court]. The time period of the PAGA Released Claim is February 6, 2023 and [the date of preliminary approval by the Court] ("PAGA Period").

The releases are null and void if Defendant fails to fully fund the Gross Settlement Amount.

<u>Conditions of Settlement</u>. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

***How can I claim money from the Settlement?***

<u>Do Nothing</u>. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

***What other options do I have?***

<u>Dispute Information in Notice of Settlement Award</u>. Your award is based on the proportionate number of Workweeks you worked during the Class Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

<u>Exclude Yourself from the Settlement.</u> If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE RODRIGUEZ V. CLINICAS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

You will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and be bound by the PAGA Release.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. You have the right to appear either virtually, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case: *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*, Case No. 2024CUOE020097.

For information on how to access a hearing virtually, please visit the Court's website at www.sdcourt.ca.gov or visit https://www.ventura.courts.ca.gov/pdf_files/RemoteAppearance_CourtWebsite.pdf

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

### *What is the next step?*

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment and any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (http://.com).

### *How can I get additional information?*

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at www.ventura.courts.ca.gov, and click on "General Info", "Access Court Records", and "Obtain a Copy of File". You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

### *REMINDER AS TO TIME LIMITS*

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

# NOTICE OF INDIVIDUAL SETTLEMENT AWARD

*MARIA RODRIGUEZ V. CLINICAS DEL CAMINO REAL, INC.*

VENTURA COUNTY SUPERIOR COURT CASE NO. 2024CUOE020097 Consolidated with Case No. 2024CUOE023496

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

______________________________________________________________
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

______________________________________________________________
Former Names (if any)

______________________________________________________________
New Street Address

______________________________________________________________
City State Zip Code

**(III) Information Used to Calculate Your Individual Settlement Award:**

According to the records of Clinicas Del Camino Real, Inc. ("Defendant"):

(a) You were employed by Defendant and worked a total of __ workweeks between June 29, 2022 and [the date of preliminary approval by the Court]; and

(b) You were employed by Defendant and worked a total of __ pay periods between February 6, 2023 and [the date of preliminary approval by the Court].

**Based on the above, your Individual Settlement Award is estimated to be $________.**

**(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:**

______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**