

**FILED**

02/18/2026

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Executive Officer and Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

MARIA RODRIGUEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a  
California nonprofit corporation; and DOES 1  
through 100, inclusive,

Defendants.

MARIA RODRIGUEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a  
California nonprofit corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 2024CUOE020097

(Consolidated with Case No.: 2024CUOE023496)

*[Assigned for all purposes to the Hon.  
Charmaine Buehner, Dept. J4]*

**~~[AMENDED PROPOSED]~~ ORDER  
GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

Date: December 15, 2025

Time: 8:30 a.m.

Dept.: J4

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MARIA RODRIGUEZ

1 The Motion of Plaintiff Maria Rodriguez (“Plaintiff”) for Preliminary Approval of Class  
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on December 15,  
3 2025, at 8:30 a.m. in Department J4. The Court, having considered the Amended Stipulation of  
4 Settlement (the “Settlement”), attached as Exhibit B to the Declaration of Milan Moore filed  
5 concurrently with the Motion and attached hereto as **Exhibit A**; having considered Plaintiff’s  
6 Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed  
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court finds that the settlement is fair, adequate, and reasonable, and in the best  
9 interests of the Settlement Class members.

10 2. The Court GRANTS preliminary approval of the class action settlement as set forth  
11 in the Settlement and finds it terms to be within the range of reasonableness of a settlement that  
12 ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the  
13 Settlement only, the Court finds that the proposed Settlement Class is ascertainable and that there is  
14 a sufficiently well-defined community of interest among the members of the Settlement Class in  
15 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional  
16 certification of the following Settlement Class:

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

19 The Class Period is the time period of June 29, 2022 through August 1, 2025.

20 3. For purposes of the Settlement only, the Court designates named Plaintiff Maria  
21 Rodriguez as Class Representative, and Milan Moore, Scott M. Lidman, and Tiara Gose-Hardy of  
Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-  
party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the Notice of Pendency of Class Action  
and Proposed Settlement and Notice of Individual Settlement Award attached to the hereto as

1 **Exhibit B** in both English and Spanish.

2 5. The Court finds that the form of notice to the Settlement Class regarding the pendency  
3 of the action and of the Settlement, and the methods of giving notice to Settlement Class members,  
4 constitutes the best notice practicable under the circumstances, and constitute valid, due, and  
5 sufficient notice to all members of the Settlement Class. The form and method of giving notice  
6 complies fully with the requirements of California Code of Civil Procedure section 382, California  
Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States  
Constitutions, and other applicable law.

7 6. The Court further approves the procedures for Settlement Class members to opt out  
8 of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed  
Settlement.

9 7. The procedures and requirements for filing objections in connection with the Final  
10 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly  
11 presentation of any Settlement Class member's objection to the Settlement, in accordance with the  
due process rights of all Settlement Class members.

12 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of  
13 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class  
14 members in accordance with the terms of the Settlement.

15 9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class  
members to dispute, opt out of, or object to, the Settlement.

16 10. The Final Fairness Hearing on the question of whether the Settlement should be  
17 finally approved as fair, reasonable, and adequate, is scheduled in Department J4 of this Court,  
located at 4353 E. Vineyard Avenue, Oxnard, California on May 11, 2026 at 8:30 a.m.

18 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement  
19 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a  
20 judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's

1 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to  
2 Plaintiff, and payment for penalties under the Labor Code Private Attorneys General Act ("PAGA")  
3 should be granted.

4 12. Counsel for the parties shall file memoranda, declarations, or other statements and  
5 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation  
6 expenses, Plaintiff's service award, settlement administration costs, and payment for PAGA  
7 penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil  
8 Procedure and the California Rules of Court.

9 13. An implementation schedule is below:

| Event                                                                                                                   | Date                                                                            |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Defendant to provide Class Data to Settlement Administrator                                                             | 10 business days after the Court enters an order granting preliminary approval. |
| Settlement Administrator to mail Notice Packets to Class Members                                                        | 10 business days after receiving Class Data from Defendant                      |
| Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement                     | 60 calendar days after mailing of the Notice by the Settlement Administrator    |
| Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections): | 16 Court days before the Final Fairness Hearing                                 |
| Final Fairness Hearing:                                                                                                 | May 28, 2026                                                                    |

14 14. Pending the Final Fairness Hearing, all proceedings in this action, other than  
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this  
16 Order, are stayed.

17 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
18 connection with the administration of the Settlement which are not materially inconsistent with  
19 either this Order or the terms of the Settlement.

20 16. Court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure  
21 Code section 664.6.

1 **IT IS SO ORDERED.**

2 ~~Dated: \_\_\_\_\_, 2025~~

3 01/08/2026



4 \_\_\_\_\_  
5 Honorable Charmaine Buehner  
6 Judge of the Superior Court  
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# EXHIBIT A

## AMENDED STIPULATION OF SETTLEMENT

This Amended 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 August 1, 2025.

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 August 1, 2025.

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) Sixty 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. **Escalator Clause.** 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 not 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 in both English and Spanish (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.
- G. Any checks returned to the Settlement Administrator as non-delivered 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 check. If an updated mailing address is identified, the Settlement Administrator shall resend the check 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.

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.
- D. Court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

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](mailto: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](mailto:slidman@lidmanlaw.com) and [enguyen@lidmanlaw.com](mailto:enguyen@lidmanlaw.com)

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; [phaines@haineslawgroup.com](mailto: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: Nov 20, 2025

PLAINTIFF MARIA RODRIGUEZ

By:  \_\_\_\_\_  
Maria Rodriguez (Nov 20, 2025 12:46:41 PST)

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.

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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](mailto: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](mailto:slidman@lidmanlaw.com) and [enguyen@lidmanlaw.com](mailto:enguyen@lidmanlaw.com)

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; [phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com)

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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: 20-Nov-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

**APPROVED AS TO FORM:**

DATED:

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Lyne A. Richardson  
Attorneys for Defendant

DATED: November 20, 2025

LIDMAN LAW, APC

By:  \_\_\_\_\_

Scott M. Lidman  
Attorneys for Plaintiff

DATED: November 20, 2025

HAINES LAW GROUP, APC

By:  \_\_\_\_\_

Paul K. Haines  
Attorneys for Plaintiff

Plaintiff and Settlement Class Representative

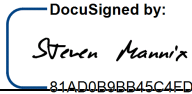
**APPROVED AS TO FORM:**

DATED: 20-Nov-2025

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

By:  \_\_\_\_\_  
Lyne A. Richardson  
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

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

**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"):

#### Minimum Wage Violations

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.

#### Overtime Violations

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

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARIA RODRIGUEZ,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a California  
limited liability company; and Does 1 through 100,

Defendants.

Case No. 2024CUOE020097 Consolidated with Case  
No. 2024CUOE023496

**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 August 1, 2025. 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 August 1, 2025 (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 August 1, 2025. 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?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p><b>LIDMAN LAW, APC</b><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</p> <p><b>HAINES LAW GROUP, APC</b><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</p> | <p>Attorneys for Defendant Seaport Group Enterprises, LLC</p> <p><b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART</b><br/>Lyne A. Richardson<br/><a href="mailto:lyne.richardson@ogletreedeakins.com">lyne.richardson@ogletreedeakins.com</a><br/>19191 S. Vermont Ave., Suite 635<br/>Torrance, California 90502<br/>Tel: (310) 217-8191<br/>Fax: (310) 217-8184</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Additionally, this Notice and key case documents, including the operative complaint, Motion for Preliminary Approval, and Order granting preliminary approval are posted on the Settlement Administrator's website at [Rodriguez-v-ClinicasDelCamino.phoenixcases.com](http://Rodriguez-v-ClinicasDelCamino.phoenixcases.com).

#### ***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 August 1, 2025. 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:

Settlement Administration Costs. 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.

Attorneys’ Fees and Expenses. 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.

Service Award to Class Representative. 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.

LWDA Payment. 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.

Calculation of Individual Settlement Class Members’ Settlement Award. 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 August 1, 2025 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 August 1, 2025, 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

August 1, 2025, 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 August 1, 2025.

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 August 1, 2025. The time period of the PAGA Released Claim is February 6, 2023 and August 1, 2025 (“PAGA Period”).

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

Conditions of Settlement. 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?***

Do Nothing. 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?***

Dispute Information in Notice of Settlement Award. 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>> or if mailed, <<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.

Exclude Yourself from the Settlement. 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>> or if mailed, <<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>> or if remailed, <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for May 11, 2026 at 8:30 a.m. in Department J4 of the Ventura County Superior Court, located at 4353 E. Vineyard Avenue, Oxnard, California. 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>> or if remailed, <<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 <https://www.ventura.courts.ca.gov/index.html> or visit [https://www.ventura.courts.ca.gov/pdf\\_files/RemoteAppearance\\_CourtWebsite.pdf](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 May 11, 2026 at 8:30 a.m., in Department J4 of the Ventura County Superior Court, located at 4353 E. Vineyard Avenue, Oxnard, California. 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 [Rodriguez-v-ClinicasDelCamino.phoenixcases.com](http://Rodriguez-v-ClinicasDelCamino.phoenixcases.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 4353 E. Vineyard Avenue, Oxnard, California, 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](http://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>> or if remailed, <<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 August 1, 2025; and

(b) You were employed by Defendant and worked a total of [ ] pay periods between February 6, 2023 and August 1, 2025.

**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>> or if remailed, <<RESPONSE DEADLINE>>.**

## **REQUEST FOR EXCLUSION FORM**

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

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

### **SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Rodriguez v. Clinicas Del Camino Real, Inc.***, Ventura County Superior Court Case No. 2024CUOE020097 Consolidated with Case No. 2024CUOE023496, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

**Please note:** Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

Last 4 Digits of Social Security Number: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN       , 2026 AND  
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

***Rodriguez v. Clinicas Del Camino Real, Inc.***

Administrator Name

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **OBJECTION FORM**

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

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

### **COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Rodriguez v. Clinicas Del Camino Real, Inc.*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you may still complete all steps listed in 1-5 below in order to object to the Settlement.

**1. Provide the following information:**

Your Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Your Address: \_\_\_\_\_

Last 4 Digits of your Social Security Number: \_\_\_\_\_

**2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].**

Circle One:      Yes      No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number \_\_\_\_\_

**4. Date and sign this form below:**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN \_\_\_\_\_.**

***Rodriguez v. Clinicas Del Camino Real, Inc.***

Administrator Name

c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARIA RODRIGUEZ,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a California  
limited liability company; and Does 1 through 100,

Defendants.

Case No. 2024CUOE020097 Consolidated with Case  
No. 2024CUOE023496

**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 August 1, 2025. 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 August 1, 2025 (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 August 1, 2025. 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?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p><b>LIDMAN LAW, APC</b><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</p> <p><b>HAINES LAW GROUP, APC</b><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</p> | <p>Attorneys for Defendant Seaport Group Enterprises, LLC</p> <p><b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART</b><br/>Lyne A. Richardson<br/><a href="mailto:lyne.richardson@ogletreedeakins.com">lyne.richardson@ogletreedeakins.com</a><br/>19191 S. Vermont Ave., Suite 635<br/>Torrance, California 90502<br/>Tel: (310) 217-8191<br/>Fax: (310) 217-8184</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Additionally, this Notice and key case documents, including the operative complaint, Motion for Preliminary Approval, and Order granting preliminary approval are posted on the Settlement Administrator's website at [Rodriguez-v-ClinicasDelCamino.phoenixcases.com](http://Rodriguez-v-ClinicasDelCamino.phoenixcases.com).

#### ***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 August 1, 2025. 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:

Settlement Administration Costs. 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.

Attorneys’ Fees and Expenses. 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.

Service Award to Class Representative. 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.

LWDA Payment. 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.

Calculation of Individual Settlement Class Members’ Settlement Award. 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 August 1, 2025 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 August 1, 2025, 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

August 1, 2025, 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 August 1, 2025.

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, affiliates, 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 August 1, 2025. The time period of the PAGA Released Claim is February 6, 2023 and August 1, 2025 (“PAGA Period”).

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

Conditions of Settlement. 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?***

Do Nothing. 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?***

Dispute Information in Notice of Settlement Award. 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>> or if mailed, <<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.

Exclude Yourself from the Settlement. 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>> or if mailed, <<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>> or if remailed, <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for May 11, 2026 at 8:30 a.m. in Department J4 of the Ventura County Superior Court, located at 4353 E. Vineyard Avenue, Oxnard, California. 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>> or if remailed, <<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 <https://www.ventura.courts.ca.gov/index.html> or visit [https://www.ventura.courts.ca.gov/pdf\\_files/RemoteAppearance\\_CourtWebsite.pdf](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 May 11, 2026 at 8:30 a.m., in Department J4 of the Ventura County Superior Court, located at 4353 E. Vineyard Avenue, Oxnard, California. 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 [Rodriguez-v-ClinicasDelCamino.phoenixcases.com](http://Rodriguez-v-ClinicasDelCamino.phoenixcases.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 4353 E. Vineyard Avenue, Oxnard, California, 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](http://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>> or if remailed, <<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 August 1, 2025; and

(b) You were employed by Defendant and worked a total of [ ] pay periods between February 6, 2023 and August 1, 2025.

**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>> or if remailed, <<RESPONSE DEADLINE>>.**

## **REQUEST FOR EXCLUSION FORM**

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

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

### **SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Rodriguez v. Clinicas Del Camino Real, Inc.***, Ventura County Superior Court Case No. 2024CUOE020097 Consolidated with Case No. 2024CUOE023496, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

**Please note:** Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

Last 4 Digits of Social Security Number: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN , 2026 AND  
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

***Rodriguez v. Clinicas Del Camino Real, Inc.***

Administrator Name

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## OBJECTION FORM

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

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

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE  
CLASS ACTION SETTLEMENT**

**In order for you to object to the Class Action Settlement entitled *Rodriguez v. Clinicas Del Camino Real, Inc.*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you may still complete all steps listed in 1-5 below in order to object to the Settlement.**

**1. Provide the following information:**

Your Name (Please Print): \_\_\_\_\_  
 (First) (Middle) (Last)

Your Address: \_\_\_\_\_

Last 4 Digits of your Social Security Number:

**2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):**

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3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One:      Yes                      No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number

**4. Date and sign this form below:**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN [REDACTED].**

***Rodriguez v. Clinicas Del Camino Real, Inc.***

Administrator Name

c/o

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TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE VENTURA

MARÍA RODRÍGUEZ,

Demandante,

Contra

CLÍNICAS DEL CAMINO REAL, INC., una sociedad  
de responsabilidad limitada de California; y Asociados,

Demandados.

Caso Número 2024CUOE020097

Consolidado con el Caso Número 2024CUOE023496

**NOTIFICACIÓN DE PENDENCIA DE  
DEMANDA COLECTIVA Y PROPUESTA DE  
ACUERDO**

A: Todos los empleados actuales y antiguos no exentos, remunerados por hora, de la Demandada Clinicas Del Camino Real, Inc. ("Demandada") que hayan trabajado en cualquier momento en California entre el 29 de junio de 2022 y 1 de agosto de 2025. En conjunto, estos empleados se denominarán "miembros de la Clase del Acuerdo".

**LEA ATENTAMENTE ESTE AVISO  
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, ACTÚE O NO**

***¿Por qué debe leer este aviso?***

El Tribunal ha concedido la aprobación preliminar de un Acuerdo de Clase propuesto (el "Acuerdo") en la Demanda consolidada titulada *María Rodríguez contra Clínicas Del Camino Real, Inc.*, Caso n.º 2024CUOE020097 Consolidado con el Caso n.º 2024CUOE023496 (la "Demanda"). Dado que sus derechos pueden verse afectados por el Acuerdo, es importante que lea atentamente este aviso.

Es posible que tenga derecho a recibir dinero de este Acuerdo. Los registros del Demandado muestran que usted fue empleado como trabajador por hora no exento en California entre el 29 de junio de 2022 y 1 de agosto de 2025 (el "Período de la Clase"). El Tribunal ordenó que se le enviara este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle los pasos que puede seguir para participar en el Acuerdo, oponerse a él o excluirse del mismo. Si no se excluye del Acuerdo y el tribunal lo aprueba definitivamente, quedará vinculado por los términos del Acuerdo y cualquier sentencia definitiva.

***¿De qué trata este caso?***

La Demandante María Rodríguez ("la Demandante") interpuso esta Demanda contra el Demandado, con el fin de presentar reclamaciones en nombre de una Clase de empleados actuales y antiguos no exentos, remunerados por horas, que trabajaron para el Demandado en California en cualquier momento entre el 29 de junio de 2022 y 1 de agosto de 2025. La Demandante María Rodríguez es conocida como la "representante de la Clase", y sus abogados, que también representan los intereses de todos los miembros de la Clase del Acuerdo, son conocidos como "abogados de la Clase".

La Demanda alega que el Demandado (i) no pagó todas las horas extras adeudadas; (ii) no pagó todos los salarios mínimos adeudados; (iii) no proporcionó todos los períodos de comida requeridos; (iv) no autorizó ni permitió todos los períodos de descanso requeridos; (v) no reembolsó los gastos comerciales necesarios; (vi) no emitió nóminas precisas y detalladas; y (vii) no pagó todos los salarios al término de la relación laboral. Como resultado de las supuestas infracciones mencionadas, la Demandante también alega que el Demandado incurrió en prácticas comerciales desleales y es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral ("PAGA").

El Demandado niega haber actuado de forma indebida. El Demandado niega además que adeude a los miembros de la Clase del Acuerdo salarios, indemnizaciones, sanciones u otros daños y perjuicios. En consecuencia, el Acuerdo constituye una transacción de las reclamaciones en litigio y no debe interpretarse como una admisión de responsabilidad por parte del Demandado, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de la Demandante ni sobre las defensas del Demandado. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias en sus operaciones comerciales, el Demandado ha concluido que lo más conveniente para sus intereses y los de los miembros de la Clase del Acuerdo es resolver la Demanda en los términos resumidos en esta Notificación. Después de que el Demandado proporcionara la información pertinente al Abogado de la Clase, se llegó al Acuerdo tras la mediación entre las partes.

El representante de la Clase y el abogado de la Clase apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las defensas de responsabilidad potencialmente disponibles para el Demandado, el riesgo de denegación de la certificación de la Clase, los riesgos inherentes al juicio sobre el fondo del asunto y los retrasos e incertidumbres asociados al litigio.

**Si usted sigue trabajando para el Demandado, su decisión de participar o no en el Acuerdo no afectará a su empleo. La legislación de California y las políticas del Demandado prohíben estrictamente las represalias ilegales.** El Demandado no tomará ninguna medida laboral adversa ni tomará medidas, represalias o discriminaciones contra ningún miembro de la Clase del Acuerdo por su decisión de participar o no en el Acuerdo.

#### ***¿Quiénes son los abogados?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Abogados de la Demandante/miembros de la Clase del Acuerdo:</p> <p><b>LIDMAN LAW, APC</b><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</p> <p><b>HAINES LAW GROUP, APC</b><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</p> | <p>Abogados del Demandado Seaport Group Enterprises, LLC</p> <p><b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART</b><br/>Lyne A. Richardson<br/><a href="mailto:lyne.richardson@ogletreedeakins.com">lyne.richardson@ogletreedeakins.com</a><br/>19191 S. Vermont Ave., Suite 635<br/>Torrance, California 90502<br/>Tel.: (310) 217-8191<br/>Fax: (310) 217-8184</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Además, este Aviso y los documentos clave del caso, incluida la Demanda operativa, la Moción de aprobación preliminar y la Orden que concede la aprobación preliminar, se publican en el sitio web del Administrador del Acuerdo en Rodriguez-v-ClinicasDelCaminoReal.phoenixcases.com

#### ***¿Cuáles son los términos del Acuerdo?***

El [INSERT DATE OF PRELIMINARY APPROVAL], el Tribunal certificó de manera preliminar, solo a efectos del Acuerdo, una Clase compuesta por todos los empleados actuales y antiguos no exentos, remunerados por hora, que trabajaron para el Demandado en California en cualquier momento entre el 29 de junio de 2022 y 1 de agosto de 2025. Los miembros de la Clase del Acuerdo que no se excluyan del Acuerdo de conformidad con los procedimientos establecidos en esta Notificación quedarán vinculados por el Acuerdo y renunciarán a sus reclamaciones contra el Demandado tal y como se describe a continuación.

El Demandado ha acordado pagar \$700,000.00 (el “importe bruto del Acuerdo”) para resolver íntegramente todas las reclamaciones de la Demanda, lo que incluye los pagos a los miembros de la Clase del Acuerdo, los honorarios y gastos de los abogados, el pago a la Agencia de Desarrollo de la Fuerza Laboral (LWDA), los gastos de administración del Acuerdo, la indemnización por servicios prestados al representante de la Clase y el dinero que se pagará a la LWDA. La parte que le corresponde al Demandado de los impuestos sobre la nómina del empleador asociados con cualquier pago salarial a los miembros de la Clase del Acuerdo se pagará por separado y además del importe bruto del Acuerdo.

Las partes solicitarán las siguientes deducciones del importe bruto del Acuerdo:

Costes de administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como “Administrador del Acuerdo”, que le envía esta Notificación y desempeñará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$21,500.00 del Importe bruto del Acuerdo para pagar los costes de administración del Acuerdo.

Honorarios y gastos de los abogados. Los abogados de la Clase han llevado a cabo la Demanda en nombre de los miembros de la Clase del Acuerdo sobre la base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han pagado todos los costes y gastos del litigio. El Tribunal determinará la cantidad real que se concederá a los abogados de la Clase en concepto de honorarios de abogados, que se pagará con cargo al importe bruto del Acuerdo. Los miembros de la Clase del Acuerdo no son personalmente responsables de los honorarios o gastos de los abogados de la Clase. Los abogados de la Clase solicitarán honorarios de hasta un tercio del importe bruto del Acuerdo, que actualmente se estima en \$233,333.33, como compensación razonable por el trabajo que han realizado y seguirán realizando en esta Demanda hasta la finalización del Acuerdo. Los abogados de la Clase también solicitarán el reembolso de una cantidad que no exceda los \$25,000.00 por los gastos verificados en los que hayan incurrido los abogados de la Clase en relación con la Demanda.

Indemnización por servicios prestados a la representante de la Clase. Los abogados de la Clase solicitarán al tribunal que conceda a la representante de la Clase una indemnización por servicios prestados por un importe que no exceda los \$10,000.00, en compensación por sus servicios y el trabajo adicional realizado en nombre de los miembros de la Clase del Acuerdo.

Pago a la LWDA. Los abogados de la Clase solicitarán al tribunal que apruebe un pago por un importe total de \$60,000.00 en concepto de presuntas sanciones civiles, pagaderas de conformidad con la Ley General de Abogados Privados del Código Laboral de California (“PAGA”). De conformidad con la sección 2699(i) del Código Laboral, el setenta y cinco por ciento (75 %) de dichas sanciones, es decir, \$45,000.00, se pagará a la LWDA, y el veinticinco por ciento (25 %) restante, es decir, \$15,000.00, se pagará a determinados miembros de la Clase del Acuerdo como “Importe PAGA”, tal y como se describe a continuación.

Cálculo de la indemnización de los miembros individuales de la Clase del Acuerdo. Tras deducir las cantidades aprobadas por el tribunal anteriormente mencionadas, el saldo del importe bruto del Acuerdo constituirá el importe neto del Acuerdo (“NSA”), que se distribuirá entre todos los miembros de la Clase del Acuerdo que no presenten una solicitud de exclusión válida y oportuna (descrita a continuación). El NSA se estima en aproximadamente <<\$ >>, que se repartirá entre un máximo de << >> miembros estimados de la Clase del Acuerdo.

La NSA se dividirá de la siguiente manera: cada miembro participante de la Clase recibirá una parte proporcional del Acuerdo basada en el número de semanas laborales que el miembro de la Clase haya trabajado durante el período de la Clase, cuyo numerador es el total de semanas laborales trabajadas por el miembro de la Clase durante el período de la Clase, y cuyo denominador es el total de semanas laborales trabajadas por todos los miembros de la Clase (que no se hayan excluido) que hayan trabajado durante el período de la Clase.

Además, se han designado quince mil dólares y cero centavos (\$15,000.00) del importe bruto del Acuerdo como “importe PAGA”, tal y como se ha descrito anteriormente. Cada miembro de la Clase del Acuerdo Colectivo que haya sido empleado por el Demandado en cualquier momento entre el 6 de febrero de 2023 y 1 de agosto de 2025 es un empleado PAGA y recibirá una parte del importe PAGA proporcional al número de periodos de pago que haya trabajado durante el período comprendido entre el 6 de febrero de 2023 y 1 de agosto de 2025, que se calculará multiplicando el importe PAGA por una fracción, cuyo numerador es el número de periodos de pago trabajados por el empleado PAGA durante el periodo comprendido entre el 6 de febrero de 2023 y 1 de agosto de 2025, y cuyo denominador es el número total de periodos de pago trabajados por todos los empleados PAGA durante el periodo comprendido entre el 6 de febrero de 2023 y 1 de agosto de 2025.

Pagos a los miembros de la Clase del Acuerdo. Si el tribunal concede la aprobación definitiva del Acuerdo, las indemnizaciones del Acuerdo se enviarán por correo a todos los miembros de la Clase del Acuerdo que no hayan presentado una solicitud de exclusión válida y oportuna en aproximadamente << >>.

Si presenta una solicitud de exclusión, seguirá recibiendo una parte proporcional del pago PAGA, independientemente de si se excluye del Acuerdo, si es un empleado PAGA.

Cada miembro de la Clase del Acuerdo y empleado PAGA que reciba una indemnización del Acuerdo deberá cobrar el cheque en un plazo de 180 días a partir de la fecha en que el administrador del Acuerdo lo envíe por correo. Cualquier fondo pagadero a los miembros de la Clase del Acuerdo o a los empleados PAGA cuyos cheques no se hayan cobrado en un plazo de 180 días después del envío por correo se transferirá a la Oficina del Contralor del Estado de California - Fondo de Propiedad No Reclamada a nombre del miembro de la Clase del Acuerdo o del empleado PAGA.

Pago por parte del Demandado del importe bruto del Acuerdo. El importe bruto del Acuerdo será pagado por el Demandado al administrador del Acuerdo en un plazo de treinta (30) días a partir de la fecha de entrada en vigor.

La “Fecha de entrada en vigor” se define como la última de las siguientes fechas: (a) la aprobación definitiva del Acuerdo por parte del tribunal si no se han presentado objeciones por parte de los miembros de la Clase o en su nombre; (b) la expiración del plazo de apelación si se ha presentado una objeción y no se ha presentado ni retirado ninguna apelación; o (c) la resolución definitiva de cualquier apelación que se haya presentado.

En base a lo anterior, se espera que el importe bruto del Acuerdo sea pagado por aproximadamente << >>.

En un plazo de diez (10) días naturales a partir del depósito por parte del Demandado del importe bruto del Acuerdo y los impuestos sobre nóminas exigibles al empleador ante el administrador del Acuerdo, este calculará los importes de las indemnizaciones del Acuerdo y los facilitará a los abogados de las partes para su revisión y aprobación. En un plazo de siete (7) días naturales a partir de la aprobación por parte de los abogados de las partes, el administrador del Acuerdo preparará y enviará por correo las indemnizaciones del Acuerdo, menos los impuestos y retenciones aplicables, a los miembros participantes de la Clase del Acuerdo.

Asignación e impuestos. A efectos fiscales, cada indemnización del Acuerdo se asignará de la siguiente manera: el ochenta por ciento (80 %) como sanciones e intereses, y el veinte por ciento (20 %) como salarios. El administrador del Acuerdo será responsable de emitir a los miembros participantes de la Clase los formularios W-2 del IRS para las cantidades consideradas “salarios” y los formularios 1099 del IRS para las cantidades asignadas como sanciones e intereses. Los miembros de la Clase del Acuerdo son responsables del tratamiento fiscal adecuado de las indemnizaciones individuales del Acuerdo. El Administrador del Acuerdo, el Demandado y sus abogados, así como los abogados de la Clase, no pueden proporcionar asesoramiento fiscal. Por consiguiente, los miembros de la Clase del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Exención. Si el Tribunal aprueba el Acuerdo, la Clase del Acuerdo y cada miembro de la Clase del Acuerdo, excepto aquellos que presenten oportuna y debidamente una Solicitud de Exclusión según se establece a continuación, liberarán y eximirán total y definitivamente al Demandado y a todos sus propietarios, directivos, consejeros, accionistas, gerentes, empleados, agentes, mandantes, herederos, representantes, contables, auditores, consultores y

sus respectivos sucesores y predecesores en interés, filiales, afiliados, matrices y abogados (en conjunto, las “Partes exoneradas”) de todas y cada una de las reclamaciones, Demandas, derechos, responsabilidades y causas de acción que se alegaron en la Demanda operativa o que se deriven de los mismos hechos y/o alegaciones operativos que los establecidos en la Demanda operativa en la Demanda consolidada, que surgieron durante el Período de la Clase definido anteriormente, incluyendo con respecto a las siguientes reclamaciones: (i) el impago de todas las horas extras adeudadas; (ii) impago de todos los salarios mínimos adeudados; (iii) incumplimiento de la obligación de proporcionar todos los períodos de comida requeridos; (iv) incumplimiento de la obligación de autorizar y permitir todos los períodos de descanso requeridos; (v) incumplimiento del reembolso de los gastos comerciales necesarios; (vi) incumplimiento de la emisión de nóminas precisas y detalladas; (vii) incumplimiento del pago de todos los salarios al término de la relación laboral; y (viii) todas las reclamaciones por prácticas comerciales desleales que pudieran haberse basado en los hechos, reclamaciones, causas de acción o teorías jurídicas descritos anteriormente (en conjunto, las “Reclamaciones Exoneradas”).

El plazo de la Exención será el mismo que el del Período de la Clase.

Exención de PAGA y empleados de PAGA. Si el Tribunal aprueba el Acuerdo, todos los empleados de PAGA (incluidos los empleados que presenten una Solicitud de exclusión y la Demandante) eximirán y liberarán para siempre a las Partes exoneradas de todas las reclamaciones, Demandas, derechos, responsabilidades y causas de acción en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004, basándose en lo siguiente (y tal y como se alega en la carta a la Agencia de Desarrollo de la Fuerza Laboral (LWDA) de fecha 31 de enero de 2023): (i) el incumplimiento del pago de todas las horas extras adeudadas; (ii) el incumplimiento del pago de todos los salarios mínimos adeudados; (iii) el incumplimiento de la obligación de proporcionar todos los salarios al término de la relación laboral; (iv) el incumplimiento de la obligación de reembolsar todos los gastos comerciales necesarios; (v) el incumplimiento de la obligación de emitir nóminas precisas y detalladas; (vi) el incumplimiento de la obligación de pagar todos los salarios al término de la relación laboral; y (vii) impago de todos los salarios al término de la relación laboral, que se produjeron durante el periodo PAGA (en conjunto, “Reclamaciones Exoneradas PAGA”).

Los empleados PAGA incluyen a todos los empleados actuales y antiguos no exentos, remunerados por hora, empleados por el Demandado en California en cualquier momento entre el 6 de febrero de 2023 y 1 de agosto de 2025. El período de tiempo de las Reclamaciones Exoneradas por PAGA es del 6 de febrero de 2023 y 1 de agosto de 2025 (“período PAGA”).

Las exenciones serán nulas y sin efecto si el Demandado no financia íntegramente el importe bruto del Acuerdo.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el tribunal dicte una orden en la Audiencia de Aprobación Definitiva o tras ella, en la que apruebe definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo, y a que se dicte sentencia.

#### ***¿Cómo puedo reclamar el dinero del Acuerdo?***

No haga nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de semanas laborales que haya trabajado durante el Período de la Clase (como se explica anteriormente) y según se indica en la Notificación de adjudicación del Acuerdo adjunta. También quedará vinculado por el Acuerdo, incluida la renuncia a las reclamaciones exoneradas mencionada anteriormente.

#### ***¿Qué otras opciones tengo?***

Información sobre la disputa en la Notificación del Acuerdo de indemnización. Su Acuerdo se basa en el número proporcional de semanas laborales que trabajó durante el periodo de la Demanda colectiva. La información contenida en los registros del Demandado relativa a todos estos factores, junto con su Acuerdo estimado, figura en la notificación de Acuerdo adjunta. Si no está de Acuerdo con la información que figura en su notificación de Acuerdo, puede presentar una disputa, junto con cualquier documentación justificativa, de Acuerdo con los procedimientos establecidos en la notificación de Acuerdo. Cualquier disputa, junto con la documentación justificativa, debe tener un matasello con fecha no posterior a << RESPONSE DEADLINE>> o, si se reenvía por correo, <<RESPONSE

**DEADLINE>>. NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo con respecto a cualquier disputa será definitiva.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, puede excluirse enviando al administrador del Acuerdo una carta o tarjeta por escrito con la “Solicitud de exclusión del Acuerdo de Clase” con matasellos no posterior a <<RESPONSE DEADLINE>> o, si se reenvía por correo, <<RESPONSE DEADLINE>>, con su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la seguridad social y su firma. La solicitud de exclusión debe indicar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA RODRÍGUEZ CONTRA CLÍNICAS. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO COLECTIVO DE ESTA DEMANDA”.

Envíe la solicitud de exclusión directamente al administrador del Acuerdo a <<INSERT ADMINISTRATOR CONTACT INFO>>. Cualquier persona que presente una solicitud de exclusión del Acuerdo dentro del plazo establecido, una vez recibida por el administrador del Acuerdo, dejará de ser miembro de la Clase del Acuerdo, no podrá participar en ninguna parte del Acuerdo y no recibirá ningún beneficio del mismo. **No envíe tanto una disputa como una solicitud de exclusión.** Si lo hace, la solicitud de exclusión no será válida, se le incluirá en la Clase del Acuerdo y quedará vinculado por los términos del Acuerdo.

Seguirá recibiendo una parte del importe de la PAGA si presenta una solicitud de exclusión y quedará vinculado por la exención de la PAGA.

Objeción al Acuerdo. También tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando sujeto a los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte del mismo, puede enviar por correo una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre, dirección, así como la información de contacto de cualquier abogado que lo represente en relación con su objeción, el nombre y número del caso, cada motivo específico que respalde su objeción y cualquier respaldo legal o fáctico para cada objeción, junto con cualquier prueba que respalde su objeción. Las objeciones por escrito deben tener un matasellos con fecha anterior o igual a <<RESPONSE DEADLINE>> o, si se reenvían por correo, <<RESPONSE DEADLINE>>.

Si decide oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el 11 de mayo de 2026 a las 8:30 a. m. en el Departamento J4 del Tribunal Superior del Condado de Ventura, ubicado en 4353 E. Vineyard Avenue, Oxnard, California. Tiene derecho a comparecer en esta audiencia de forma virtual, en persona o a través de su propio abogado. Cualquier abogado que tenga la intención de representar a una persona que se oponga al Acuerdo debe presentar una notificación de comparecencia ante el Tribunal y notificarla a los abogados de todas las partes en o antes de <<RESPONSE DEADLINE>> o, si se reenvía por correo, <<RESPONSE DEADLINE>>. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso : *Maria Rodriguez v. Clinicas Del Camino Real, Inc.*, Caso n.º 2024CUOE020097.

Para obtener información sobre cómo acceder a una audiencia de forma virtual, visite el sitio web del Tribunal en <https://www.ventura.courts.ca.gov/index.html> o [https://www.ventura.courts.ca.gov/pdf\\_files/RemoteAppearance\\_CourtWebsite.pdf](https://www.ventura.courts.ca.gov/pdf_files/RemoteAppearance_CourtWebsite.pdf) visite

Si se opone al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, quedará vinculado por los términos del mismo de la misma manera que los miembros de la Clase del Acuerdo que no se opongan.

**¿Cuál es el siguiente paso?**

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el 11 de mayo de 2026 a las 8:30 a. m., en el Departamento J4 del Tribunal Superior del Condado de Ventura, ubicado en 4353 E. Vineyard Avenue, Oxnard, California. También se solicitará al Tribunal que se pronuncie sobre la solicitud del abogado de la Clase relativa a los honorarios de los abogados y el reembolso de los costes y gastos documentados, así como la indemnización por servicios prestados al representante de la Clase. La Audiencia de Aprobación Definitiva podrá posponerse sin previo aviso a los miembros de la Clase del Acuerdo. **No es necesario que asista a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Clase del Acuerdo puede asistir a la misma.**

La sentencia definitiva del Tribunal y cualquier cambio en la fecha, hora o lugar de la Audiencia de Aprobación Definitiva se publicarán en el sitio web del Administrador del Acuerdo en Rodriguez-v-ClinicasDelCaminoReal.phoenixcases.com

#### ***¿Cómo puedo obtener más información?***

Este aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede consultar los archivos del tribunal y el Acuerdo de conciliación en la Oficina del Secretario del Tribunal Superior del Condado de Ventura, situada en 4353 E. Vineyard Avenue, Oxnard, California, durante el horario habitual del tribunal. Para obtener más información sobre cómo ver el expediente en línea, solicitar que se le envíe una copia por correo o ver el expediente en persona, visite el sitio web del tribunal en [www.ventura.courts.ca.gov](http://www.ventura.courts.ca.gov) y haga clic en “General Info”, “Access Court Records” y “Obtain a Copy of File”. También puede ponerse en contacto con el abogado de la Clase utilizando la información de contacto indicada anteriormente para obtener más información.

**POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, AL DEMANDADO NI A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO.**

#### ***RECORDATORIO SOBRE LOS PLAZOS***

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es << RESPONSE DEADLINE >> o, si se reenvía por correo, << RESPONSE DEADLINE >>. Estos plazos se aplicarán de forma estricta.

**POR ORDEN DEL TRIBUNAL EMITIDA EL << PRELIM APPROVAL DATE >>.**

# **NOTIFICACIÓN DEL ACUERDO INDIVIDUAL CONCEDIDO**

*MARÍA RODRÍGUEZ CONTRA CLÍNICAS DEL CAMINO REAL, INC.*

TRIBUNAL SUPERIOR DEL CONDADO DE VENTURA

Caso Número 2024CUOE020097 Consolidado con el Caso Número 2024CUOE023496

Rellene, firme, feche y devuelva este formulario a << ADMINISTRATOR CONTACT INFO >> SOLO SI (1) su información de contacto personal ha cambiado y/o (2) desea impugnar cualquiera de los puntos enumerados en la sección (III) más abajo. Es su responsabilidad mantener una dirección actualizada en los archivos del administrador del Acuerdo.

**(I) Escriba su nombre a máquina o en letra de imprenta:**

\_\_\_\_\_  
(Nombre, segundo nombre, apellido)

**(II) Escriba a máquina o en letra de imprenta la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres anteriores (si los hay)

\_\_\_\_\_  
Nueva dirección postal

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado

\_\_\_\_\_  
Código postal

**(III) Información utilizada para calcular su Acuerdo individual:**

Según los registros de Clínicas Del Camino Real, Inc. (“Demandado”):

- (a) Usted fue empleado por el Demandado y trabajó un total de [ ] semanas laborales entre el 29 de junio de 2022 y el 1 de agosto de 2025; y
- (b) Usted fue empleado por el Demandado y trabajó un total de [ ] períodos de pago entre el 6 de febrero de 2023 y el 1 de agosto de 2025.

En base a lo anterior, su Acuerdo individual estimado es de \$ [ ].

**(IV) Si no está de Acuerdo con los puntos (a) y (b) de la sección (III) anterior, explique los motivos en el espacio que se proporciona a continuación e incluya copias de cualquier prueba o documentación justificativa junto con este formulario:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Si usted impugna la información anterior de los registros del Demandado, prevalecerán los registros del Demandado, a menos que pueda proporcionar documentación que demuestre que los registros del Demandado son erróneos. Si existe una controversia sobre la exactitud de la información del Demandado o la suya, y la controversia no puede resolverse de manera informal, la controversia será resuelta por las partes y el administrador del Acuerdo, tal y como se describe en la “Notificación de pendencia de la Demanda colectiva y del Acuerdo propuesto” que acompaña a este formulario. Cualquier controversia no resuelta se someterá al tribunal para que este dicte una resolución definitiva.

**CUALQUIER DISPUTA, JUNTO CON LA DOCUMENTACIÓN DE APOYO, DEBE TENER UN SELLO  
POSTAL CON FECHA NO POSTERIOR A <<RESPONSE DEADLINE>> o, si se reenvía por correo,  
<<RESPONSE DEADLINE>>.**

## **FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

***MARÍA RODRÍGUEZ CONTRA CLÍNICAS DEL CAMINO REAL, INC.***

TRIBUNAL SUPERIOR DEL CONDADO DE VENTURA  
Caso Número 2024CUOE020097 Consolidado con el Caso Número 2024CUOE023496

### **ENVÍE ESTE FORMULARIO SOLO SI DESEA SER EXCLUIDO DE PARTICIPAR EN EL ACUERDO COLECTIVO**

Al firmar y devolver este formulario, declaro que deseo excluirme de participar en el Acuerdo colectivo titulado ***Rodríguez contra Clínicas Del Camino Real, Inc.***, caso n.º 2024CUOE020097 del Tribunal Superior del Condado de Ventura, consolidado con el caso n.º 2024CUOE023496, y que he recibido la notificación del Acuerdo. Entiendo que, al excluirme, recibiré un pago por empleado agraviado si trabajé durante el período PAGA, pero no recibiré ningún otro dinero del Acuerdo alcanzado en este asunto.

**Tenga en cuenta que cualquier persona que envíe este formulario no recibirá un pago individual del Acuerdo.**

Nombre (en letra de imprenta): \_\_\_\_\_  
(Nombre) (Segundo Nombre) (Apellido)

Dirección: \_\_\_\_\_  
(Calle)

\_\_\_\_\_  
(Ciudad) (Estado) (Código postal)

Últimos 4 dígitos del NSS: \_\_\_\_\_ Número de teléfono: \_\_\_\_\_

Fecha: \_\_\_\_\_ Firma: \_\_\_\_\_

**PARA QUE SEA VÁLIDO, ESTE FORMULARIO DEBE ESTAR SELLADO POR CORREO A MÁS  
TARDAR EL        DE 2026 Y ENVIADO POR CORREO AL ADMINISTRADOR DEL ACUERDO A:**

***Rodríguez Contra Clínicas Del Camino Real, Inc.***

Nombre del administrador

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **FORMULARIO DE OBJECCIÓN**

***MARÍA RODRÍGUEZ CONTRA CLÍNICAS DEL CAMINO REAL, INC.***

TRIBUNAL SUPERIOR DEL CONDADO DE VENTURA  
Caso Número 2024CUOE020097 Consolidado con el Caso Número 2024CUOE023496

### **RELLENE ESTE FORMULARIO SOLO SI DESEA OBJETAR EL ACUERDO DE DEMANDA COLECTIVA**

Para objetar el Acuerdo de Demanda colectiva titulado *Rodríguez contra Clínicas Del Camino Real, Inc.*, debe completar todos los pasos que se enumeran a continuación en los puntos 1 a 5. No es necesario que comparezca ante el tribunal para oponerse al Acuerdo. Sin embargo, si tiene previsto comparecer ante el tribunal, marque con un círculo “sí” en la sección 3 a continuación. Si tiene previsto comparecer ante el tribunal, puede completar todos los pasos enumerados en los puntos 1 a 5 a continuación para oponerse al Acuerdo.

**1. Proporcione la siguiente información:**

Su nombre (en letra de imprenta): \_\_\_\_\_  
(Nombre) (Segundo nombre) (Apellido)

Su dirección: \_\_\_\_\_

Últimos 4 dígitos de su número de Seguridad Social: \_\_\_\_\_

**2. Describa los motivos de su objeción (adjunte documentos adicionales si necesita más espacio):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. ¿Tiene intención de comparecer ante el tribunal en la audiencia final de imparcialidad, prevista actualmente para el [ADD DATE AND TIME]?**

Marque con un círculo:      Sí                      No

No es necesario que contrate a un abogado para presentar una objeción. Sin embargo, si cuenta con representación legal, indique el nombre y el número de teléfono de su abogado \_\_\_\_\_

**4. Feche y firme este formulario a continuación:**

Fecha: \_\_\_\_\_ Firma: \_\_\_\_\_

**5. COMPLETE Y ENVÍE ESTE FORMULARIO POR CORREO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN QUE FIGURA A CONTINUACIÓN, DE MANERA QUE EL SELLO POSTAL NO SEA POSTERIOR AL \_\_\_\_\_.**

***Rodríguez contra Clínicas Del Camino Real, Inc.***

Nombre del administrador

c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_