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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

NAOMI NAVARRO, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

SPECTRUM EYE PHYSICIANS, A
MEDICAL CORPORATION; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV441913

CLASS ACTION

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

Assigned for all purposes to:
Hon. Theodore C. Zayner, Dept. 19

Complaint filed: June 25, 2024
Trial date: Not yet set

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

2 IT IS HEREBY STIPULATED, by and among Plaintiff NAOMI NAVARRO, on behalf
3 of herself and the Settlement Class Members, on the one hand, and Defendant SPECTRUM EYE
4 PHYSICIANS, on the other hand, and subject to the approval of the Court, that the above-
5 captioned action is hereby being compromised and settled pursuant to the terms and conditions
6 set forth in this Joint Stipulation of Class Action Settlement and Release (the “Settlement”).

7 **1. DEFINITIONS**

8 Capitalized terms used in this Settlement shall have the meanings set forth below:

9 1.1. “Action” means the putative class and PAGA action entitled *Naomi Navarro v.*
10 *Spectrum Eye Physicians*, pending in the Superior Court of the State of California, County of
11 Santa Clara, and designated as Case No. 24CV441913.

12 1.2. “Class Member” means all non-exempt, hourly paid employees currently and
13 formerly employed by Defendant in the state of California from June 25, 2020 through June 23,
14 2025 or the Preliminary Approval Date, whichever is earlier.

15 1.3. “PAGA Member” means all non-exempt, hourly paid employees currently and
16 formerly employed by Defendant in the state of California from April 15, 2023 through June 23,
17 2025 or the Preliminary Approval Date, whichever is earlier.

18 1.4. “Settlement Administrator” means Phoenix Settlement Administrators.

19 1.5. “Settlement Administration Costs” means the amount to be paid to the third-party
20 Settlement Administrator from the Gross Settlement Amount for the administration of the
21 Settlement. The Settlement Administration Costs amount is not to exceed Six Thousand Five
22 Hundred Dollars (\$6,500.00). Any portion of the requested Settlement Administration Costs that
23 is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount.

24 1.6. “Class Counsel” means David Alami and Daniel J. Hyun of Torus LLP.

25 1.7. “Class Counsel Fees” means reasonable attorneys’ fees for Class Counsel’s
26 litigation and resolution of this Action, in the amount of Fifty Thousand Dollars (\$50,000.00) (or
27 1/3rd of the Gross Settlement Amount). The Court shall determine the amount of the Class
28 Counsel Fees, and it shall be paid from the Gross Settlement Amount. Any portion of the

requested Class Counsel Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.8. “Class Counsel Costs” means actual expenses incurred by Class Counsel for Class Counsel’s litigation and resolution of this Action, as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

1.9. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; social security number; all start and end dates of employment during the Class Period, and the total number of weeks each Settlement Class Member worked for Defendant during the Class Period. The number of weeks worked shall be calculated using Defendant’s payroll data during the Class Period whenever the hours worked for the work week was greater than zero. Because social security numbers are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement, and transmission shall be through use of a secure, password-protected file.

1.10. “Class Period” means the period from June 25, 2020 through June 23, 2025.

1.11. “PAGA Period” means the period from April 15, 2023 through June 25, 2025.

1.12. “PAGA Released Claims” shall mean all claims, demands, rights, liabilities and causes of action for penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties, based on the letter to the Labor & Workforce Development Agency on April 15, 2024 that arose during the PAGA Period, including but not limited to claims for civil

penalties for violations of Labor Code 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, and 1194, and claims under California Business & Professions Code section 17200, and applicable Wage Orders of the Industrial Welfare Commission, and all related claims for attorneys' fees and costs.

1.13. "Class Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff, not to exceed Ten Thousand Dollars (\$10,000.00), in addition to Plaintiff's Individual Settlement Payment. The Class Representative Service Award to Plaintiff is in exchange for the Released Claims, Plaintiff's General Released Claims, and for Plaintiff's efforts and risks in assisting with the prosecution of the Action. The Class Representative Service Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Service Award that are not awarded to Plaintiff shall be part of the Net Settlement Amount.

1.14. "Court" means the Superior Court of the State of California for the County of Santa Clara.

1.15. "Defendant" means Spectrum Eye Physicians, and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, predecessors, successors, and assigns or any related entity that was the "employer" of Class Members.

1.16. "Defendant's Counsel" means Eric H. De Wames and Christopher A. Olsen of Michael Sullivan & Associates, LLP.

1.17. "Effective Date" means the date that the Gross Settlement Amount is fully funded.

1.18. "Employee Taxes" means the employee's share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement Payment that constitutes wages. The Employee Taxes shall be paid out of the Net Settlement Amount.

1.19. "Employer Taxes" means the employer's share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement Payment that constitutes wages. The Employer Taxes shall be paid by Defendant separately and not out of the Gross Settlement Amount or Net Settlement Amount.

1 1.20. “Final Approval Hearing” means the hearing held on the motion for final approval
2 of the Settlement.

3 1.21. “Final Approval Date” means the date which the Court grants final approval of the
4 Settlement.

5 1.22. “Final Judgment” means the Court’s entry of an order of judgment in this Action
6 following the Court’s final approval of the Settlement.

7 1.23. “Gross Settlement Amount” means the maximum amount Defendant shall have to
8 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
9 Individual Settlement Amounts to Settlement Class Members, Class Counsel Fees, Class Counsel
10 Costs, Settlement Administrator Costs, Class Representative Service Award, and PAGA
11 Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement
12 Amount Defendant shall be required to pay is One Hundred Fifty Thousand Dollars
13 (\$150,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and the
14 Settlement does not require Settlement Class Members to submit claims as a prerequisite to
15 receiving their Individual Settlement Payment. This settlement sum is based on Defendant’s
16 representation that the number of total Workweeks during the Class Period was Twelve Thousand
17 Six Hundred Seven (12,607). Defendant shall not be required to pay more than the Gross
18 Settlement Amount as long as the actual number of Workweeks during the Class Period is no
19 more than ten percent (10%) greater than Defendant’s estimate. If the number of workweeks
20 between June 25, 2020 to June 23, 2025 is more than 10% higher than 12,607 workweeks worked
21 (more than 13,867 workweeks), Defendant have the option to either: (1) agree to increase the
22 Gross Settlement Amount on a proportional basis (*i.e.*, if the workweek count increases by 11%,
23 then Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) in the
24 alternative, if the total workweeks between June 25, 2020 and June 23, 2025 exceed 13,867
25 workweeks, then Defendant may choose to adjust the end of the applicable class period, such that
26 the applicable class period will include no more than 13,867 workweeks in lieu of paying an
27 increase to the Gross Settlement Amount. Under no other circumstances shall Defendant be
28 required to pay more than the Gross Settlement Amount except as provided for in this section of

the Settlement Agreement.

1.24. “Individual Settlement Payment” means the amount payable to each Settlement Class Member, as calculated pursuant to Paragraph 3.12.1 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance.

1.25. “PAGA Allocation” means Ten Thousand Dollars (\$10,000.00), allocated from the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private Attorney General Act of 2004 (“PAGA”). Per California Labor Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00), representing 75% of the PAGA Allocation, shall be paid to California’s Labor Workforce Development Agency. The remaining Two Thousand Five Hundred Dollars (\$2,500.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount and shall be distributed to PAGA Members.

1.26. “LWDA” shall mean the California Labor and Workforce Development Agency.

1.27. “LWDA PAGA Allocation” means Seven Thousand Five Hundred Dollars (\$7,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to California’s Labor Workforce Development Agency.

1.28. “PAGA Member Allocation” means Two Thousand Five Hundred Dollars (\$2,500.00), representing 25% of the PAGA Allocation, and is the amount payable to PAGA Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Class Members pursuant to paragraph 3.13.

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Fees, the Class Counsel Costs, the Class Representative Service Award, the Settlement Administration Costs, the LWDA PAGA Allocation, and the PAGA Class Member Allocation. The Net Settlement Amount shall be distributed in its entirety to Settlement Class Members, as provided for in this Settlement.

1.30. “Notice of Objection” means a written statement of objection to the Settlement, made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3)

1 the last four digits of the Settlement Class Member's Social Security number and/or the entire
2 Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class
3 Member intends to appear at the Final Approval Hearing.

4 1.31. "Notice of Settlement" means the Notice of Proposed Class Action and Notice of
5 Private Attorney General Act Settlement (attached hereto as **Exhibit A**).

6 1.32. "Notice Packet" means the Notice of Proposed Class Action, Class Workweek
7 Dispute Form, the Request To Be Excluded From Settlement form, and Objection to Settlement
8 form to be provided in English and Spanish.

9 1.33. "Settlement Class Members" means all Class Members who do not submit a valid
10 and timely Request for Exclusion. "Parties" means Plaintiff and Defendant collectively; and
11 "Party" shall mean any Defendant or Plaintiff, individually.

12 1.34. "Plaintiff" means Naomi Navarro.

13 1.35. "Plaintiff's General Released Claims" means, in addition to the Released Claims,
14 Plaintiff, on behalf of herself, her respective, agents, spouses, executors, representatives, heirs,
15 successors, assigns, and estates, in exchange for the terms and conditions of this Settlement,
16 including the Class Representative Service Award requested or as otherwise authorized by the
17 Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to the
18 full extent permitted by law, of and from any and all claims arising from their employment with
19 Defendant, known and unknown, asserted and unasserted, which Plaintiff had or may have had
20 against the Released Parties, whether sounding in tort, in contract, in law, in equity or otherwise,
21 and including but not limited to all claims for violation of any local, state, or federal statute, rule,
22 or regulation. Plaintiff expressly waive and relinquish all rights and benefits afforded by section
23 1542 of the Civil Code of the State of California and do so understanding and acknowledging the
24 significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State
25 of California states as follows:

26 **A general release does not extend to claims that the creditor or releasing party does**
27 **not know or suspect to exist in her or her favor at the time of executing the release**
28 **and that, if known by him or her, would have materially affected his or her**

1 **settlement with the debtor or released party.**

2 Notwithstanding the above, Plaintiff's General Released Claims do not include any
3 workers' compensation claims, claims that cannot be waived as a matter of law by signing this
4 agreement, or enforce this agreement. No release in this Agreement is effective until the Gross
5 Settlement Amount is fully funded.

6 1.36. "Preliminary Approval Date" means the date the Court enters the Preliminary
7 Approval Order for the Settlement.

8 1.37. "Preliminary Approval Order" means the proposed order (filed concurrently with
9 this Settlement and Plaintiff's motion for preliminary approval of the Settlement), as may be
10 amended by the Court, for preliminary approval of the Settlement.

11 1.38. "Released Claims" means any and all claims during the Class Period which were
12 or could have been raised based on the facts, conduct, and/or omissions alleged in the Action,
13 including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid
14 wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages
15 during employment; failure to pay all wages due upon separation of employment; failure to
16 maintain and provide accurate records; meal and rest break violations; meal and rest break
17 premiums; wage statement violations, failure to reimburse for necessary business expenditures,
18 violation of the Private Attorney General Act (California Labor Code section 2698, *et seq.*), civil
19 and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under
20 California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, and 1194, and
21 applicable Industrial Welfare Commission Wage Order, and claims under California Business &
22 Professions Code sections 17200-17204. It is understood and agreed that Released Claims do not
23 include claims for workers' compensation, unemployment, or disability benefits of any nature,
24 nor any claims, actions, or causes of action which may be possessed by Settlement Class Members
25 under state or federal discrimination statutes, including, without limitation, the California Fair
26 Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh
27 Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII
28 of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act,

as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No release in this Agreement shall become effective until the Gross Settlement Amount is fully funded.

1.39. “Released Parties” means Defendant Spectrum Eye Physicians, and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, predecessors, successors, and assigns, or any related entity that was the “employer” of Class Members.

1.40. “Released Parties’ Release of Claims Against Representative Plaintiff” means Released Parties, as defined herein, do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Representative Plaintiff from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys’ fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of their signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Representative Plaintiff’s employment with Defendant and related to this Lawsuit.

1.41. Released Parties expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in her or her favor at the time of executing the release and that, if known by her or her, would have materially affected her or her settlement with the debtor or released party.

1.42. Thus, subject to and in accordance with this Settlement Agreement, even if Released Parties may hereafter discover facts in addition to or different from those they now know

or believe to be true, Released Parties shall be deemed to have fully, finally, and forever settled and released any and all claims against the Representative Plaintiff that could have been alleged against them, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

1.43. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

1.44. “Settlement” means this Joint Stipulation of Class Action Settlement and Release.

1.45. “Settlement Class Member(s)” or “Settlement Class” means all non-exempt employees, currently and formerly employed by Defendant in the State of California at any time during the Class Period.

1.46. “Workweeks” shall mean the number of weeks each Class Member worked at Spectrum Eye Physicians as an hourly-paid and/or non-exempt employee in California during the Class Period. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Class Member worked at Spectrum Eye Physicians was employed during the Class Period, and dividing by seven (7).

2. RECITALS

2.1. Class Certification. The Parties stipulate and agree to the conditional certification of this Action for purposes of this Settlement only. Should, for whatever reason, the Settlement not become final and effective, conditional Class Certification shall immediately be set aside (subject to further proceedings on motion of any Party to certify or decertify thereafter). The Parties’ willingness to stipulate to conditional Class Certification as part of the Settlement shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in a non-settlement context in this Action, and shall have no

bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit. Defendant expressly reserves their right to oppose class certification should this Settlement be modified or reversed on appeal or otherwise not become final and effective for any reason.

2.2. Procedural History. On April 15, 2024, Plaintiff submitted her PAGA letter to the LWDA alleging Defendant violated, among other provisions of the California Labor Code and applicable wage law, Labor Code sections 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2800 and 2802. On June 25, 2024, Plaintiff filed a lawsuit in the Superior Court of California for the County of Santa Clara as a proposed class action on behalf of all current and former non-exempt California employees of Defendant during the period of June 25, 2020 through the date of final judgment. In her initial complaint Plaintiff alleged that Defendant (1) failed to pay wages, including minimum wage and overtime; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to provide accurate itemized wage statements; (5) waiting time penalties; (6) failure to reimburse business expenses; (7) violations of Business and Professions Code Section 17200 et seq.; and (8) violations of the Private Attorney General Act. Plaintiff sought recovery under the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and the California Business & Professions Code.

2.3. Settlement Negotiations. On March 25, 2025, the Parties participated in a full-day private mediation session with mediator Jeffrey Fuchsman, Esq. Prior to the mediation, Defendant provided Plaintiff's personnel file, Plaintiff's time and pay records, Defendant's employee handbooks utilized during the Class Period, time records and corresponding time records for an approximate twenty-five percent (25%) sampling of putative class members, as well as other documents, allowing Class Counsel to construct a damage analysis. Based on the information obtained through informal discovery, the Parties reached an agreement in principle to the basic terms of a class-action settlement agreement. The Settlement is the result of an informed and detailed evaluation of the total exposure and potential liability, in relation to the costs and risks associated with continued litigation of the Action. The Parties have engaged in sufficient

1 discovery and investigation to assess the relative merits of the claims, defenses, and contentions
2 of the Parties.

3 2.4. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
4 recognize the length of continued proceedings necessary to litigate the Parties' disputes through
5 certification, trial, and any possible appeal. Plaintiff and Class Counsel have also taken into
6 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
7 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
8 class certification, potential motions for decertification, trial, and appeal. Plaintiff and Class
9 Counsel are also aware of the burdens of proof necessary to establish liability for the claims
10 asserted in the Action and the difficulties in establishing damages for the Class Members.
11 Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a
12 settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiff
13 and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is
14 in the best interests of the Class Members.

15 2.5. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.
16 Defendant have denied and continue to deny each and all of the claims and contentions alleged
17 in the Action. Defendant have repeatedly asserted, and continue to assert, defenses thereto, and
18 have expressly denied, and continue to deny, any wrongdoing or legal liability arising out of any
19 of the facts, conduct, and/or omissions alleged in the Action. Defendant have also denied, and
20 continue to deny, *inter alia*, the allegations that the Class Members have suffered damage.
21 Without limiting the foregoing, Defendant contend that the Class Members were properly and
22 timely paid all wages owed, including, but not limited to, all straight and overtime pay; were
23 provided timely and uninterrupted meal and rest periods as required under California law; were
24 properly and timely paid all wages upon separation of employment or otherwise when due; were
25 properly and timely provided accurate itemized wage statements as required under California law;
26 and that Defendant have not engaged in any unlawful, unfair, or fraudulent business practices in
27 violation of California law. However, Defendant have concluded that any further defense of this
28 litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy,

1 and resources of Defendant have been and, unless this Settlement is approved, will continue to be
2 devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant have
3 also taken into account the uncertainty and risks inherent in any litigation, especially in complex
4 cases such as this Action. Based on the foregoing, Defendant have concluded that it is desirable
5 and beneficial that the Action be fully and finally settled in the manner and upon the terms and
6 conditions set forth in this Settlement. This will allow Defendant to dispose of burdensome and
7 protracted litigation, permit the operation of Defendant's business without further expensive
8 litigation, and put an end to the distraction and diversion of its personnel regarding matters at
9 issue in the Action.

10 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
11 of a good faith compromise of disputed claims and allegations, and Defendant are entering into
12 this Settlement solely to resolve disputed matters. No part of this Settlement or any conduct or
13 written or oral statements made in connection with this Settlement, whether or not the Settlement
14 is finally approved and/or consummated, is or may be offered as or construed to be an admission
15 or concession of any kind by any of the Parties. In particular, but without limiting the generality
16 of the foregoing, nothing about this Settlement shall be offered or construed as an admission that
17 Defendant violated any of its obligations under the California Labor Code, applicable Industrial
18 Welfare Commission Wage Orders, Business and Professions Code or Private Attorney General
19 Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever
20 on the part of Defendant and/or the Released Parties. In addition, this Settlement shall not be
21 offered or be admissible in evidence against any of the Parties or any of the Released Parties,
22 except in any action or proceeding brought by or against Plaintiff, Class Members, or Defendant
23 to enforce the Settlement's terms, or by Defendant in defense of any claims brought by Plaintiff
24 or Class Members. The provisions of this paragraph shall become effective when this Settlement
25 is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether
26 the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered
27 null and void.

28 2.7. Class Members' Claims. Plaintiff claims that the Released Claims have merit and

1 give rise to liability on the part of Defendant. This Settlement is a compromise of disputed claims.
2 Nothing contained in this Settlement, and no documents referred to herein, nor any action taken
3 to carry out this Settlement, may be construed or used as an admission by or against the Plaintiff,
4 Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in the
5 Action.

6 2.8. Defendant's Defenses. Defendant has denied and continue to deny each and all of
7 the allegations, claims, and contentions of wrongdoing alleged by Plaintiff in the Action.
8 Defendant has expressly denied and continue to deny all charges of wrongdoing or liability
9 against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action.
10 Defendant contends that it complied in good faith with California and federal wage-and-hour laws
11 and have dealt legally and fairly with Plaintiff and Class Members. Defendant further denies that,
12 for any purpose other than settling this Action, these claims are appropriate for class or
13 representative treatment.

14 **3. TERMS OF SETTLEMENT**

15 The Parties agree as follows:

16 3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
17 Members, subject to the terms and conditions set forth in the Settlement and the Court's approval.

18 3.2. Release As To All Settlement Class Members and Plaintiff.

19 3.2.1. Release As To All Settlement Class Members. As of the Effective Date, all
20 Settlement Class Members, including Plaintiff, will be deemed to have fully, finally and forever
21 released, settled, compromised, relinquished, and discharged the Released Parties from the
22 Released Claims during the Class Period. This release shall be binding on all Settlement Class
23 Members, including each of their respective attorneys, agents, executors, representatives,
24 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released
25 Parties, who shall have no further or other liability or obligation to any Class Member with respect
26 to the Released Claims, except as expressly provided herein. All PAGA Members, regardless of
27 whether they submit timely and valid Requests for Exclusion from the Settlement, will release all
28

1 PAGA Released Claims, as well as claims that could have been premised on the claims, causes
2 of action or legal theories alleged in the Action, during the PAGA Period. Plaintiff on behalf of
3 the State of California and the LWDA will also release all PAGA Released Claims.

4 3.2.2. Release As To Plaintiff. As of the Effective Date, Plaintiff will be deemed
5 to have fully, finally and forever released, settled, compromised, relinquished, and discharged
6 any and all of Plaintiff's General Released Claims against the Released Parties. With respect to
7 the Plaintiff's General Released Claims only, Plaintiff shall be deemed to have, and by operation
8 of the Final Judgment shall have, in light of her Class Representative Service Awards, expressly
9 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits
10 of section 1542 of the California Civil Code, which provides:

11
12 A general release does not extend to claims which the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release and that, if known by him or her, would have
15 materially affected his or her settlement with the debtor or released party.

16 Plaintiff may hereafter discover facts in addition to or different from those they now know
17 or believe to be true with respect to the subject matter of the Plaintiff's General Released Claims,
18 but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment
19 shall have, fully, finally, and forever settled and released any and all of the Plaintiff's General
20 Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-
21 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
22 existing or coming into existence in the future. Plaintiff agrees not to sue or otherwise make a
23 claim against any of the Released Parties for Plaintiff's General Released Claims.

24 3.3. Tax Liability. The Parties understand and agree that the Parties are not providing
25 tax or legal advice. Defendant shall be responsible for any Employer Taxes due as a result of the
26 Settlement. These payments shall be separate and shall not be made from the Gross Settlement
27 Amount or the Net Settlement Amount. Settlement Class Members shall remain responsible for
28 any Employee Taxes due as a result of the Settlement. Settlement Class Members will assume

any employee tax obligations or consequences that may arise from this Settlement and should consult with a tax expert if they have questions. However, Individual Settlement Payments will be allocated as follows: one-fifth as wages (for which an IRS Form W-2 will be issued) and four-fifths as interest and penalties (for which an IRS Form 1099 will be issued). Any required payroll deductions will be based on this apportionment. The Parties agree that, in the event that any taxing body determines that additional employee taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.

3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the acknowledging Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

3.5. Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement: conditionally certifying the Settlement Class, notifying Settlement Class Members of the Settlement and distributing the PAGA Payment, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments, as set forth below.

3.5.1. Preliminary Approval and Certification. As soon as practicable after

1 execution of this Settlement, pending the Court's availability, Plaintiff will submit this Settlement
2 to the Court for preliminary approval of the Settlement, in accordance with California Rules of
3 Court, Rule 3.769(c). Such submission will include this Settlement, the proposed Notice Packet,
4 the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary
5 for the Court to determine that this Settlement is fair, adequate, and reasonable. The Parties agree
6 to request the Court to enter an order conditionally certifying the Settlement Class after the
7 preliminary approval hearing, in accordance with California Rules of Court, Rule 3.769(d).

8 3.5.2. Class Information. No more than fourteen (14) calendar days after the
9 entry of the Preliminary Approval Order by the Court, Defendant shall provide the Settlement
10 Administrator with the Class Information for purposes of mailing Notice Packets to Class
11 Members. Defendant shall also provide the Settlement Administrator a separate list of PAGA
12 Members and dates of PAGA Members' employment with Defendant.

13 3.5.3. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
14 the Settlement Administrator will perform a search on the National Change of Address database
15 to update the Class Members' addresses. No more than ten (10) calendar days after receiving the
16 Class Information from Defendant, as provided herein, the Settlement Administrator shall mail
17 copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail.
18 The Settlement Administrator shall exercise its best judgment to determine the current mailing
19 address for each Class Member. The address identified by the Settlement Administrator as the
20 current mailing address shall be presumed to be the best mailing address for each Class Member.
21 It will be conclusively presumed that if an envelope so mailed has not been returned within twenty
22 (20) days of the mailing that the Class Member received the Notice Packet.

23 3.5.4. Undeliverable Notices. Any Notice Packets returned to the Settlement
24 Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the
25 forwarding address affixed thereto or as described in paragraph 3.5.5 of this Settlement.

26 3.5.5. For each Class Member whose Notice Packet is returned, and a forwarding
27 address is not affixed thereto, there will be one skip trace by the Settlement Administrator. If an
28 updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet

1 to the Class Member at the updated mailing address so identified. One supplemental Notice
2 Packet shall be mailed to each Class Member whose original Notice Packet is returned as
3 undeliverable to the Settlement Administrator, if a forwarding or updated address can be
4 identified. Such re-mailing shall be made within five (5) business days of the Settlement
5 Administrator receiving notice that the respective Notice Packet was undeliverable. Any requests
6 to Defendant's Counsel by the Settlement Administrator for documents or information from
7 Defendant must be responded to within a reasonable amount of time by Defendant's Counsel. It
8 is the intent of the Parties that reasonable means be used to locate the Class Members and apprise
9 them of their rights.

10 3.5.6. Class Members to whom Notice Packets are resent after having been
11 returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
12 thereafter, or until the Response Deadline has expired, whichever is later, to mail the Request for
13 Exclusion or a Notice of Objection. Notice Packets that are resent shall inform the recipient of
14 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
15 means used to determine whether a Class Member has returned his or her Request for Exclusion
16 on or before the adjusted deadline. It will be conclusively presumed that if an envelope so mailed
17 has not been returned within thirty (30) days of the mailing, that the Class Member received the
18 Notice Packet. If a Class Member's Notice Packet is returned to the Settlement Administrator
19 more than once as undeliverable, then an additional Notice Packet shall not be re-mailed.

20 3.5.7. Compliance with the procedures specified in paragraphs 3.5.3 through
21 3.5.6 of this Settlement shall constitute due and sufficient notice to Class Members of this
22 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
23 done by, the Parties, Class Counsel, and Defendant's Counsel to provide notice of the proposed
24 Settlement.

25 3.6. Disputes. Class Members will have the opportunity during the 45-day response
26 period, should they disagree with Defendant's records regarding their weeks worked during the
27 Class Period, to provide a completed Class Workweek Dispute Form (attached hereto as **Exhibit**
28 **B**), documentation and/or an explanation to show contrary weeks worked. If there is a dispute,

1 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
2 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
3 any Individual Settlement Payments under the terms of this Settlement. The Settlement
4 Administrator's determination of the eligibility for and amount of any Individual Settlement
5 Payment shall be binding upon the Class Member and the Parties.

6 3.7. Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who
7 wish to exclude themselves from the Settlement must submit a Request for Exclusion Form
8 (attached hereto as **Exhibit C**) by the Response Deadline. A Class Member may submit a Request
9 To Be Excluded From Settlement form or a writing that contains: (1) the name, address, and the
10 last four digits of the Social Security number and/or the entire Employee ID number of the Class
11 Member requesting exclusion; (2) a clear statement requesting to be excluded from the Class
12 Settlement; (3) must be signed by the Class Member; and (4) must be postmarked by the Response
13 Deadline and returned to the Settlement Administrator at the specified address. If the Request for
14 Exclusion does not contain the information listed in (1)-(3), it will not be deemed a valid Request
15 for Exclusion from this Settlement. The date of the postmark on the return mailing envelope shall
16 be the exclusive means used to determine whether a Request for Exclusion has been timely
17 submitted. Any Class Member who requests to be excluded from the Settlement in accordance
18 with the provisions of this paragraph will not be entitled to any recovery under the Settlement and
19 will not be bound by the terms of the Settlement. Class Members who receive a Notice Packet
20 but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline,
21 which is forty-five (45) days from the date of the mailing of the Notice Packet, shall be bound by
22 all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
23 approved by the Court. Any Class Member who does not request exclusion as set forth above is
24 deemed to have released all claims, including Released Claims against Released Parties, as set
25 forth herein and therefore by operation will be deemed a Settlement Class Member. At no time
26 shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the
27 Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not represent
28 any Class Member with respect to any such Request for Exclusion. Class Members who submit

1 a valid Request for Exclusion may not also submit a Notice of Objection. PAGA Members cannot
2 opt out or submit a Request for Exclusion

3 3.8. Objections. The Notice Packet shall state that Class Members who wish to object
4 to the Settlement shall submit a written statement of objection or complete an Objection to
5 Settlement form (“Notice of Objection”) by the Response Deadline, which is forty-five (45) days
6 from the date of the mailing of the Notice Packet, to the Settlement Administrator. The Notice of
7 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;
8 (2) the dates of employment of the Class Member; (3) the last four digits of the Class Member’s
9 Social Security number and/or the entire Employee ID number; (4) the basis for the objection;
10 and, (5) whether the Class Member intends to appear at the Final Approval Hearing. The Notice
11 of Objection must be postmarked by the Response Deadline and returned to the Settlement
12 Administrator at the specified address. Within five (5) days of receiving a Notice of Objection
13 from a Settlement Class Member, the Settlement Administrator shall forward the Notice of
14 Objection to Class Counsel and Defendant’s Counsel. The Parties shall thereafter lodge the Class
15 Member’s Notice of Objection with the Court. Class Members, regardless of whether or not they
16 submit a timely Notice of Objection, will have a right to appear at the Final Approval Hearing,
17 with or without an attorney, and have their objections heard by the Court. At no time shall any
18 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or
19 serve written objections to the Settlement or to appeal from the Final Judgment. Class Counsel
20 shall not represent any Class Member with respect to any such objection.

21 3.9. Plaintiff’s Participation. By executing this Settlement, Plaintiff hereby stipulates
22 she will not object to or exclude herself from the Settlement in any way.

23 3.10. No Solicitation of Settlement Objections or Exclusions. The Parties and their
24 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
25 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
26 Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal
27 from the Court’s Final Judgment.

28 3.11. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement

1 in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the
2 Gross Settlement Amount will revert to Defendant. Defendant is separately and solely responsible
3 for any employer payroll taxes owed as a result of the Settlement. Defendant shall fund the Gross
4 Settlement Amount by no later than thirty (30) calendar days after the date the Court grants Final
5 Approval. No release in this Settlement shall be effective until the Gross Settlement Amount is
6 fully funded.

7 3.11.1. No more than five (5) business days after Defendant makes the Gross
8 Settlement Amount payment, the Settlement Administrator shall provide the Parties with an
9 accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement
10 Amount shall be calculated by deducting from the Gross Settlement Amount the anticipated
11 payments for (1) Class Representative Service Award, as specified in this Settlement and
12 approved by the Court; (2) Class Counsel Fees, as specified in this Settlement and approved by
13 the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court;
14 (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court;
15 (5) the LWDA PAGA Allocation, and (6) the PAGA Member Allocation as specified in this
16 Settlement and approved by the Court. The Net Settlement Amount shall be distributed in
17 Individual Settlement Payments in accordance with Paragraphs 3.12, 3.12.1 and 3.13.

18 3.12. Individual Settlement Payments. Each Settlement Class Member shall be eligible
19 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount,
20 based on the number of weeks worked by the Settlement Class Member for Defendant during the
21 Class Period, as a proportion of all weeks worked by all Class Members for Defendant during the
22 Class Period. Individual Settlement Payments shall be paid by check pursuant to the formula set
23 forth in Paragraph 3.12.1 and 3.13 below. Individual Settlement Payments shall be mailed by
24 regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later
25 than fifteen (15) calendar days after Defendant make the payment of the Gross Settlement
26 Amount. Individual Settlement Payments shall specifically indicate that they are void if not
27 negotiated within one hundred eighty (180) days of their issuance. Individual Settlement
28 Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual

Settlement Payments will be allocated as follows: one-third as wages; and two-thirds as interest and penalties. The “wage” portion of each Individual Settlement Payment will be reduced by any Employee Taxes. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as “wages” and an IRS Form 1099 for the amounts allocated as “interest” or “penalties.”

3.12.1. Individual Settlement Payment Formula. After deducting the Class Counsel Fees and Class Counsel Costs, the LWDA PAGA Allocation, the PAGA Member Allocation, Class Representative Service Awards, and Settlement Administration Costs, the remaining funds (the “Net Settlement Amount”), shall be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Class Members worked for Defendant during the Class Period in order to determine the amount each Settlement Class Member is entitled to for each workweek he or she worked for Defendant (the “Weekly Amount”) during the Class Period. The Settlement Administrator shall multiply the Weekly Amount by the estimated total number of workweeks that each Settlement Class Member worked for Defendant during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Settlement Class Member. The Settlement Administrator shall then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member. Within twenty-one (21) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

3.13. PAGA Allocation & Related Release. Out of the Maximum Settlement Amount that is ultimately preliminarily approved, Defendant shall pay a total of Ten Thousand Dollars

(\\$10,000.00) to resolve the PAGA Claims (as defined below) of the Settlement Class (the “PAGA Payment”). Of this amount, 75% (i.e. \\$7,500) will be paid to the LWDA and 25% (i.e. \\$2,500.00) will be distributed on a pro rata per pay period basis to the PAGA Members who worked at any time from April 15, 2023 through June 23, 2025. Each PAGA Member’s Individual PAGA Payment will be calculated based on the total number of pay periods he or she worked during the PAGA Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by PAGA Members during the PAGA Period. 25% of the PAGA Settlement Fund will then be divided by the total number of pay periods worked by PAGA Members during the Settlement Period to determine the pay period value. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be allocated as 100% penalties. The Settlement Administrator will report the PAGA Payments on IRS 1099 Forms. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims. Upon receipt of the PAGA Payment, PAGA Members shall be deemed to have released the PAGA claims as to civil and statutory penalties, and any other interest, liquidated damages, attorney’s fees and costs related to PAGA.

3.13.1. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. PAGA Members will receive their portion of the PAGA Payment regardless of whether they submit a valid and timely Request for Exclusion to opt out of the Settlement. Plaintiff, however, is also eligible to receive a Class Representative Service Award.

3.13.2. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.13.3. If an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable and does not have a forwarding address, the Settlement

1 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
2 search. If the returned Individual Settlement Payment has a forwarding address, or another
3 address is identified, the Settlement Administrator shall mail the Individual Settlement Payment
4 to the forwarding, or newly-identified, address. If an Individual Settlement Payment is returned
5 to the Settlement Administrator a second time as undeliverable, the Settlement Administrator
6 shall not attempt any further re-mailing of that Individual Settlement Payment, but shall hold
7 such Individual Settlement Payment until it becomes void. Any settlement checks that remain
8 uncashed one hundred eighty (180) calendar days after issuance shall be void (“Voided
9 Checks”).

10 3.13.4. Any settlement checks that are not cashed within one hundred eighty (180)
11 days after mailing shall thereafter be paid to the California State Controller in the name of the
12 Class Member who did not cash his or her check.

13 3.14. Class Representative Service Award. Defendant agrees not to oppose or object to
14 any application or motion by Plaintiff for Class Representative Service Award, not to exceed Ten
15 Thousand Dollars (\$10,000.00) for Plaintiff, as consideration for Plaintiff’s time and effort in
16 bringing and prosecuting this matter. The Class Representative Service Award shall be paid to
17 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after
18 Defendant funds the Gross Settlement Amount. The Settlement Administrator shall issue an IRS
19 Form 1099 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff shall be
20 solely and legally responsible for payment of all applicable taxes on their Class Representative
21 Service Awards and shall hold Defendant harmless from any claim or liability for taxes, penalties,
22 or interest arising as a result of his Class Representative Service Award. The Class Representative
23 Service Award shall be in addition to Plaintiff’s Individual Settlement Payment as a Settlement
24 Class Member. If the Court awards lesser amounts than the Class Representative Service Award
25 requested, then any portion of the requested amount not awarded to Plaintiff shall be added to the
26 Net Settlement Amount. Plaintiff shall not have the right to revoke this agreement to the
27 Settlement on the grounds the Court did not approve any or all of their request for a Class
28 Representative Service Award; it shall remain binding. Any adjustments made by the Court to

the requested Class Representative Service Award shall not be deemed a material modification of this Agreement.

3.15. Class Counsel Fees and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for Class Counsel Fees in the amount of one-third of the Gross Settlement Amount or Fifty Thousand Dollars (\$50,000.00) and Class Counsel Costs not to exceed Fifteen Thousand Dollars (\$15,000.00) from the Gross Settlement Amount. The Class Counsel Fees and Class Counsel Costs shall be paid no later than fifteen (15) calendar days after the Defendant fund the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Fees and Class Counsel Costs and not granted by the Court shall become part of the Net Settlement Amount.

3.16. PAGA Allocation. Subject to Court approval, the Parties shall allocate a total of Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private Attorney's General Act of 2004 (the "PAGA Allocation").

3.17. LWDA PAGA Allocation. The LWDA PAGA Allocation shall be Seven Thousand Five Hundred Dollars (\$7,500.00), representing 75% of the PAGA Allocation, and shall be paid to California's Labor Workforce Development Agency ("LWDA") from the Gross Settlement Amount by the Settlement Administrator no later than fifteen (15) calendar days after Defendant fund the Gross Settlement Amount. The remaining Two Thousand Five Hundred Dollars (\$2,500.00), representing 25% of the PAGA Allocation, shall be distributed to PAGA Members.

3.18. Defendant's Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval Hearing, ten percent (10%) or more of the number of Settlement Class Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall

1 have, in their sole discretion, the option to terminate this Settlement. Defendant shall exercise
2 their option to terminate, if they wish, prior to the Final Approval Hearing, provided the
3 Settlement Administrator has provided Defendant the number and percentage of valid and timely
4 Requests for Exclusion no later than fourteen (14) calendar days prior to the Final Approval
5 Hearing. If Defendant decide to void the Settlement, then the Settlement and conditional class
6 certification shall be considered void, and neither the Settlement, conditional class certification,
7 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
8 shall stand in the same position, without prejudice, as if this Settlement had been neither entered
9 into nor filed with the Court. Should Defendant void the Settlement under this paragraph,
10 Defendant shall be responsible for all Settlement Administration Costs incurred by the Settlement
11 Administrator through the date that Defendant notify the Settlement Administrator that they are
12 exercising the option to terminate the Settlement.

13 3.19. Settlement Administration Costs. The Settlement Administrator shall be paid for
14 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
15 administration are not to exceed Six Thousand Five Hundred Dollars (\$6,500.00), unless the court
16 approves a higher amount. No fewer than twenty (20) days prior to the Final Approval Hearing,
17 the Settlement Administrator shall provide the Parties with a statement detailing the costs of
18 administration. The Settlement Administrator, on Defendant's behalf, shall have the authority
19 and obligation to make payments, credits and disbursements, including payments and credits in
20 the manner set forth in this Settlement, to Settlement Class Members, calculated in accordance
21 with the methodology set out in this Settlement and orders of the Court. The Parties agree to
22 cooperate in the administration of the Settlement and to make all reasonable efforts to control and
23 minimize the costs and expenses incurred in administration of the Settlement. The Parties each
24 represent they do not have any financial interest in the Settlement Administrator or otherwise
25 have a relationship with the Settlement Administrator that could create a conflict of interest. The
26 Settlement Administrator shall be responsible for: processing and mailing all payments described
27 in the Settlement to the Plaintiff, Class Counsel, Settlement Class Members and Verified
28 Settlement Class Members, the LWDA, tax authorities; printing and mailing the Notice Packets

1 to the Settlement Class Members as called for in this Settlement and ordered by the Court;
2 receiving and reporting Notice of Objections and Requests for Exclusion submitted by Class
3 Members; providing declaration(s) as necessary in support of preliminary and/or final approval
4 of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
5 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
6 of the performance of all Settlement Administrator responsibilities. Any legally mandated tax
7 reports, tax forms, tax filings, or other tax documents required by administration of this Settlement
8 shall be prepared by the Settlement Administrator. Any expenses incurred in connection with
9 such preparation shall be Settlement Administration Costs. The Settlement Administrator shall
10 be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the
11 Defendant fund the Gross Settlement Amount.

12 3.20. Final Approval Hearing. At a reasonable time following the Response Deadline,
13 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
14 Court shall determine amounts properly payable for (i) the Class Counsel Fees, (ii) the Class
15 Counsel Costs, (iii) the Class Representative Service Award, and (iv) the PAGA Allocation; and
16 Settlement Administration Costs.

17 3.21. Entry of Final Judgment. If the Court approves this Settlement at the Final
18 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
19 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties
20 to enforce the terms of the judgment. If the Court grants Final Approval to the Settlement, notice
21 of Final Approval shall be posted on the Settlement Administrator's website, at
22 www.phoenixclassaction.com.

23 3.22. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
24 Class Members pursuant to this Settlement will not count as earnings or compensation for
25 purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is
26 expressly understood and agreed that the receipt of Individual Settlement Payments and/or PAGA
27 Payments shall not entitle any Settlement Class Member to additional compensation or benefits
28 under any collective bargaining agreement or under any bonus, contest, or other compensation or

benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that payments from Net Settlement Amount provided for in this Settlement are the sole payments to be made by Defendant to Settlement Class Members in connection with this Settlement, with the sole exception of Plaintiff's Class Representative Service Award, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received funds from the Net Settlement Amount. Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Settlement Class Member(s) and Defendant.

3.23. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

3.24. No Admission by the Parties. Defendant deny any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication, with respect to any claim, of any fault, concession, or omission by Defendant. Neither this Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant, or that class certification is proper under the

1 standard applied to contested certification motions. The Parties stipulate and agree to the
2 certification of the Settlement for settlement purposes only. The Parties further agree that this
3 Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class
4 action should be certified or (ii) Defendant are liable to Plaintiff or any Class Member, other than
5 according to the terms of this Settlement.

6 3.25. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
7 the interpretation, calculation or payment of settlement claims, or other disputes regarding
8 compliance with this Settlement shall be resolved as follows:

9 3.25.1. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
10 Members, or Defendant at any time believe that the other Party or Parties have breached or acted
11 contrary to the Settlement, that Party shall notify the other Party or Parties in writing of the alleged
12 violation.

13 3.25.2. Upon receiving notice of the alleged violation or dispute, the responding
14 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party
15 with the reasons why the Party disputes all or part of the allegation.

16 3.25.3. If the response does not address the alleged violation to the initiating
17 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
18 differences.

19 3.25.4. Prior to the Court's involvement pursuant to paragraph 3.35, if the Parties
20 still cannot resolve a dispute, the Parties shall utilize the services of the Jeffrey Fuchsman, Esq.
21 (Mediator) in a good-faith attempt to mediate and resolve the dispute.

22 3.25.5. If the Parties are unable to resolve their differences after twenty (20) days,
23 either Party may file an appropriate motion for enforcement with the Court.

24 3.26. Exhibits and Headings. The terms of this Settlement include the terms set forth in
25 Exhibits A, B, C and D, which are attached to this Settlement and incorporated by this reference
26 as though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of
27 the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are
28 inserted for convenience of reference only and do not constitute a part of this Settlement.

1 3.27. Interim Stay of Proceedings. The Parties agree that upon the execution of this
2 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The
3 Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
4 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
5 settlement process.

6 3.28. Amendment or Modification. This Settlement may be amended or modified only
7 by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-
8 interest.

9 3.29. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
10 agreement among these Parties, and no oral or written representations, warranties, or inducements
11 have been made to any Party concerning this Settlement or its exhibits, other than the
12 representations, warranties, and covenants contained and memorialized in the Settlement and its
13 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
14 on the Parties.

15 3.30. Authorization to Enter into Settlement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
18 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
20 other and use their best efforts to affect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to
22 implement the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
24 such disagreement. The person signing this Settlement on behalf of Defendant represents and
25 warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff
26 represent and warrant they are authorized to sign this Settlement and that they have not assigned
27 any claim, or part of a claim, covered by this Settlement to a third-party.

28 3.31. No Prior Assignments. The Parties and their counsel represent, covenant, and

warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

3.32. California Law Governs. All terms of this Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

3.33. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

3.34. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith.

3.35. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible, consistent with applicable precedents.

3.36. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to conditional class certification for purposes of this Settlement only.

3.37. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

3.38. Publicity. Plaintiff agrees not to disclose or publicize the Settlement Agreement contemplated herein, the facts of the Settlement Agreement, its terms or contents, or the

1 negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly,
2 to any person or entity, except to Settlement Class members and as shall be contractually required
3 to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited
4 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class
5 Counsel may disclose the names of the Parties in this Action, the venue/case number of this
6 Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class
7 Counsel may also include a general description of the Settlement on their respective websites, but
8 may not include the name(s) of any of the Parties, including the Defendant, or any of the Released
9 Parties, or the case name or case number of the Action.

10 3.39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
12 against one party than another merely by virtue of the fact that it may have been prepared by
13 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement.

15 3.40. Representation by Counsel. The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
17 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
18 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
19 Settlement.

20 3.41. All Terms Subject to Final Court Approval. All amounts and procedures described
21 in this Stipulation are subject to final Court approval.

22 3.42. Notices. Unless otherwise specifically provided, all notices, demands or other
23 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
24 the third business day after mailing; and (3) sent via United States registered or certified mail,
25 return receipt requested, addressed as follows:
26
27
28

To Plaintiff:

David Alami, Esq.
Daniel J. Hyun, Esq.
TORUS LLP
2 Park Plaza, Ste. 1260
Irvine, CA 92614
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

To Defendant:

Eric H. De Wames
Christopher A. Olsen
MICHAEL SULLIVAN & ASSOCIATES LLP
6203 San Ignacio Ave, 110 104
San Jose, CA 95119
Telephone: (310) 337-4480

3.43. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.44. Execution by Plaintiff and Defendant. Plaintiff and Defendant, by signing this Settlement, are bound by the terms herein.

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

3.46. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiff and Defendant may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

3.47. The Parties, Class Counsel and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

1 Dated: 10/22/2025 _____

PLAINTIFF NAOMI NAVARRO

2 

3 Naomi Navarro (Oct 22, 2025 10:37:07 PDT)

Naomi Navarro

4
5 Dated: _____

DEFENDANT SPECTRUM EYE
PHYSICIANS

6
7
8 By: _____

1 Dated: _____

PLAINTIFF NAOMI NAVARRO

2
3 _____
Naomi Navarro

4
5 Dated: 10/24/25

DEFENDANT SPECTRUM EYE
PHYSICIANS

6
7
8 By:  _____
Joel Wilhelm

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected, whether you act or don't act.*

To: All current and former employees of Spectrum Eye Physicians in hourly or non-exempt positions in California at any time from June 25, 2020 through June 23, 2025 (the "Class"); and

All current and former hourly-paid or non-exempt employees of Spectrum Eye Physicians in California at any time from April 15, 2023 through June 23, 2025 (the "Aggrieved Employees").

This Notice is related to a pending lawsuit entitled *Naomi Navarro, et al. v. Spectrum Eye Physicians*, in the Superior Court of California for the County of Santa Clara ("Court"), Case No. 24CV441913 ("the Lawsuit"). The Lawsuit alleges that Spectrum Eye Physicians ("Spectrum Eye") failed to provide meal periods and rest breaks, pay hourly wages, pay sick time, indemnify business expenses, issue accurate itemized wage statements, pay all wages due upon separation of employment, engaged in unfair/unlawful business practices, and also asserts claims for PAGA penalties, interest, attorneys' fees, and costs. Spectrum Eye denies that it committed any violations but prefers to settle the Lawsuit rather than continuing the legal process.

Pursuant to the Order of the Court entered on [REDACTED], the proposed settlement (the "Settlement") has been preliminarily approved by the Court. You have received this Notice because the company's records indicate that you are a member of the Class. This Notice is designed to inform you of how you can obtain your share of the settlement payment, object to the Settlement, or exclude yourself from the Settlement and receive no payment.

Your rights and each option—and the deadlines to exercise each of them—are explained in this Notice.

1. Why did I get this Notice Packet?

You received this Notice Packet because a Settlement has been reached in the Lawsuit on behalf of the Class. Spectrum Eye's records indicate that you may be a member of the Class. The Class includes all persons employed by Spectrum Eye in hourly or non-exempt positions in California from June 25, 2020 through [REDACTED] ("Settlement Class Period"). You may also be an Aggrieved Employee under the Settlement if you also worked for Spectrum Eye in California as an hourly-paid or non-exempt employee at any time from April 15, 2023 through [REDACTED] ("PAGA Covered Period").

2. What is a class action?

In a putative class action, one or more people sue on behalf of themselves and other people who may have similar claims and seek to represent the group of people with similar claims. If the Court certifies the action for determination on a class-wide basis, the group of people with similar claims is called a "class." Each person covered by the class definition is a "class member." When a class is certified by a court, the court resolves the issues for all class members, except for those who request to be excluded from the class. In this case, Plaintiff Naomi Navarro ("Plaintiff") is a former employee of Spectrum Eye pursuing the Lawsuit on behalf of herself and the Class. On [REDACTED], the Court preliminarily approved the Class for settlement purposes, Plaintiff was appointed as the Class Representative for the Class, and Torus LLP was appointed as counsel for the Class ("Class Counsel").

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Spectrum Eye. There has been no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit. Plaintiff (also known as "Class Representative") and Class Counsel support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, and the inherent delays and uncertainties involved in litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be expensive, would take a long time, and would be uncertain as to the outcome. Therefore, upon careful consideration of all of the facts and circumstances of this case, the Class Representatives and Class Counsel believe that the Settlement is in the best interest of all Class Members.

4. What is the background of this Lawsuit?

On June 25, 2024, Plaintiff Naomi Navarro filed a Class Action Complaint against Defendant Spectrum Eye Physicians. ("Defendant" or "Spectrum Eye").

5. Who are the attorneys for the Parties?

Class Counsel:

David Alami, Esq.
Daniel J. Hyun, Esq.
Torus LLP
2 Park Plaza, Suite 1260
Irvine, CA 902614

Counsel for Defendant:

Eric De Wames, Esq.
Christopher A. Olsen, Esq.
Michael Sullivan and Associates
6203 San Ignacio Ave., Suite 110
San Jose, CA 95119

If you have questions regarding this Settlement, you should contact Class Counsel or the Settlement Administrator.

6. What is the Gross Settlement Amount and how will Individual Settlement Payments be calculated?

The proposed Settlement provides for a payment of \$150,000 to fully and finally resolve the Lawsuit (the "Gross Settlement Amount"). Plaintiff will apply to the Court for: an award of attorneys' fees of up to \$50,000 and reimbursement of litigation costs and expenses up to \$15,000 ("Class Counsel Award"), a payment to the Plaintiff of up to \$10,000 ("Class Representative Service Award"), the costs of administering the Settlement which are estimated not to exceed \$6,500 ("Settlement Administration Costs"), and approval of an allocation of \$10,000 to penalties under PAGA ("PAGA Penalty Payment") (of which 75% of the PAGA Penalty Payment will be paid to the Labor and Workforce Development Agency and 25% will be paid to Aggrieved Employees). These sums, if approved by the Court, shall be paid from the Gross Settlement Amount. The amount remaining after subtracting the Court-approved amounts for the Class Counsel Award, Class Representative Service Awards, Settlement Administration Costs, and the PAGA Penalty Payment is called the "Net Settlement Amount."

Individual Settlement Payments shall be paid from the Net Settlement Amount and the 25% of the PAGA Penalty Payment allocated to Aggrieved Employees

The Net Settlement Amount will be apportioned and paid out entirely, automatically, to all Class Members who do not submit a timely and valid request for exclusion ("Settlement Class Members") as "Individual Class Payments."

Any portion of the Net Settlement Amount that would have been paid to individuals who timely opt out of the Settlement will be paid to the Settlement Class Members. In other words, the entire amount of the Net Settlement Amount will be distributed as payments to Settlement Class Members, and no portion of the Net Settlement Amount will be returned to Spectrum Eye under any circumstances. The Settlement Administrator will distribute the Individual Class Payments amongst the Settlement Class Members *pro rata* according to each Settlement Class Member's total number of Compensable Workweeks during the Settlement Class Period divided by the total number of Compensable Workweeks of Settlement Class Members. The Individual Class Payment will be included in each Settlement Class Member's Individual Settlement Payment.

The Settlement Administrator will distribute 25% of the PAGA Penalty Payment as "Individual PAGA Payments" amongst the Aggrieved Employees *pro rata* according to each Aggrieved Employees' total number of Compensable Workweeks during the PAGA Covered Period. The Individual PAGA Payment will be included in each Aggrieved Employee's Individual Settlement Payment, regardless of whether they opt out of the Settlement.

7. How much will my Individual Settlement Payment be?

The estimated gross amount of your Individual Settlement Payment is shown on the enclosed Employment Information Sheet.

The Individual Settlement Payment is based on the number of Compensable Workweeks credited to you based on Spectrum Eye's records. This is only a gross estimate. The actual amount you receive may be slightly more or less than the estimated amount shown, depending on whether other Class Members submit requests for exclusion, and it will be subject to reduction for the employee's share of payroll taxes as explained in Paragraph 9 below.

8. What do I do if my dates of employment are wrong?

As described above, for Settlement Class Members, the amount of your Individual Settlement Payment will be based on your Compensable Workweeks. The dates of your employment as a Class Member during the Settlement Class Period and your Compensable Workweeks are shown on the Employment Information Sheet and determined based upon Spectrum Eye's records. If you believe the dates of employment and/or Compensable Workweeks stated therein are incorrect, you may send a letter to the Settlement Administrator indicating that you dispute them and stating what you believe to be the correct dates and/or Compensable Workweeks. Your dispute letter must be postmarked on or before [REDACTED], and must include your name, current address, telephone number, signature, any documents or other information which supports your belief regarding the dates of employment as a Class Member. The Settlement Administrator will resolve any dispute regarding the dates of employment and/or number of Compensable Workweeks based on Spectrum Eye's records as well as any information you provide. Spectrum Eye's records will be presumed correct unless you supply credible documentation showing that they are not.

9. How Do I get my Individual Settlement Payment?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will automatically be issued your Individual Settlement Payment. To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number or if the information shown on the Employment Information Sheet is not correct. **It is your responsibility to keep the Settlement Administrator informed and updated as to your current information, and your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.** A Change of Address Form is enclosed for your convenience, for return by mail, to the Settlement Administrator. You may also fax the Change of Address Form to the Settlement Administrator, at the following fax

number: (800) [REDACTED]. It is **strongly recommended** that you retain a copy of the completed Change of Address Form until you receive your Individual Settlement Payment.

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. Under the Settlement, Individual Settlement Payments shall be allocated and treated as follows: (i) twenty percent (20%) as wages; (ii) eighty percent (80%) as penalties and interest. The penalties and interest portion will be paid out without reduction for taxes, and if applicable, will be reported on IRS Form 1099. The wage portion will be paid out subject to applicable employee's share of taxes and withholding and will be reported on IRS Form W-2.

10. What am I giving up in order to get an Individual Settlement Payment?

Unless you request to be excluded from (*i.e.*, opt out of) the Settlement, upon the Effective Date you will fully, finally, and forever settle and release the Released Parties from the Released Claims.

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

"Released Claims" means any and all claims during the Class Period which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Action, including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; meal and rest break premiums; wage statement violations, failure to reimburse for necessary business expenditures, violation of the Private Attorney General Act (California Labor Code section 2698, *et seq.*), civil and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, and 1194, and applicable Industrial Welfare Commission Wage Order, and claims under California Business & Professions Code sections 17200-17204. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines.

How do I get out of the Settlement?

If you do not wish to participate in the Settlement for whatever reason (which will allow you to pursue your own separate lawsuit against Spectrum Eye and/or the Released Parties with respect to the Released Claims), you should exclude yourself from the Settlement (also referred as "opting out" of the Settlement). To opt out and exclude yourself from the Settlement, you must provide a written, signed, and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance:

"I have read the Notice of Class Action Settlement and I wish to opt out of the Settlement of the case: *Naomi Navarro v. Spectrum Eye Physicians*, Case No. 24CV441913, and understand that I will not receive an Individual Settlement Payment pursuant to the terms of the Settlement described in the Notice of Class Action Settlement."

The request for exclusion letter must also include your full name, current address, telephone number, and last four digits of your social security number, and must be submitted to the Settlement Administrator, postmarked on or

before [REDACTED]. Requests postmarked after this date may be disregarded. The request for exclusion letter must be submitted at the following address:

SPECTRUM EYE CLASS ACTION

Settlement Administrator

[insert]

11. If I don't exclude myself, can I sue Spectrum Eye for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Claims, for the period from June 25, 2020 through June 23, 2025. You must exclude yourself from this Settlement in order to pursue your own lawsuit. Remember, the deadline to submit a request for exclusion is [REDACTED].

If you are an Aggrieved Employee, you will automatically give up any right to sue the Released Parties for the Released PAGA Claims for the period from April 15, 2023 through June 25, 2025, regardless of whether you submit a request for exclusion.

12. If I exclude myself, can I get money from this Settlement?

If you exclude yourself from the Settlement, you will not be a Settlement Class Member and will not receive an Individual Class Payment. The Individual Class Payment that you would have been entitled to receive will remain in the Net Settlement Amount and be subject to distribution to the remaining Settlement Class Members.

If you are an Aggrieved Employee, you will automatically receive your Individual PAGA Payment regardless of whether you submit a request for exclusion.

13. How do I tell the Court that I don't like the Settlement?

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you must submit a written objection, which you sign, saying that you object to the settlement of *Naomi Navarro v. Spectrum Eye Physicians*, Case No. 24CV441913 ("Notice of Objection"). Your Notice of Objection must include your name, dates of employment with Spectrum Eye, the last four digits of your Social Security number and/or your Spectrum Eye employee ID number, the specific reasons you object to the terms of the Settlement, and whether you intend to appear at the Final Approval Hearing and whether you are represented by an attorney (if so, you must identify your attorney). See Paragraph 18, below. The objection must be submitted by mail to the Settlement Administrator at the address listed below, postmarked on or before [REDACTED].

Mail To:

SPECTRUM EYE CLASS ACTION

Settlement Administrator

[insert address]

However, even if you do not submit a written objection as stated above, you may still appear at the Final Approval Hearing and make an oral objection before the Court.

14. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You may object only if you remain a Settlement Class Member (*i.e.*, if you do not submit a request for exclusion). If you object, and the Settlement is granted final approval by the Court, you will still receive your Individual Settlement Payment. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you, and you will not receive a settlement payment. You may do nothing, in which case you will receive your Individual Settlement Payment and be bound by the terms of the Settlement.

You may submit a request for exclusion, in which case you will not receive any money from the Settlement, you will not be bound by the terms of Settlement (subject to the exception regarding Aggrieved Employees as may apply) and may, at your own expense, pursue a separate claim. Please note that if you are also an Aggrieved Employee, you will automatically receive your Individual PAGA Payment and give up any right to sue the Released Parties for the Released PAGA Claims for the period from April 15, 2023 through June 23, 2025, even if you submit a request for exclusion.

You may file an objection to the Settlement. You may object to the Settlement and still receive your Individual Settlement Payment if the Court grants final approval.

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

The Court will hold a Final Approval Hearing in Department 19 of the Superior Court of California, County of Santa Clara located at 191 North First Street, San Jose, California, 95113 on [REDACTED], at [REDACTED] a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel Award, the Class Representative Service Award, the Settlement Administration Costs, and the PAGA Penalty Payment.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members who have objected to the Settlement and indicated in their Notice of Objection their intention to appear at the Final Approval Hearing should monitor the Court's docket to determine if the date and time of the Final Approval Hearing has changed. This information is available on the Court's website.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But, you are welcome to attend if you would like. Even if you submit an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time to the Settlement Administrator, the Court will consider it. You may also hire and pay your own lawyer to appear for you if you so desire.

17. Who may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 6 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free 1-[REDACTED], or you can write to the Settlement Administrator at the address or fax number shown in Paragraph 15. You may also review the Settlement Agreement, pleadings, records, and other papers filed and/or lodged with the Court in this Lawsuit. These and other court records may be accessed online by using the Court's website, <https://traffic.sccourt.org/search>, at any time, or the kiosks located on the first floor of the Superior Court of the State of California, in and for the County of Santa Clara, located at 191 North First Street, San Jose, California, 95113, during regular business hours of each court day.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, SPECTRUM EYE MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION.

Spectrum Eye supports the Settlement and will not retaliate in any manner whatsoever against any Class Member for participating in the Settlement and receiving his/her Individual Settlement Payment, for requesting to be excluded from the Settlement, or for objecting to the Settlement.

It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be sent if the Court grants final approval of the Settlement.

Individual Settlement Payment checks must be cashed or deposited within 180 days of issuance. Checks that are not cashed or deposited within 180 days after the date of issuance will be voided and the funds associated with such voided checks shall be transmitted to Legal Aid at Work, San Francisco, CA. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Naomi Navarro v. Spectrum Eye Physicians

Case No. 24CV441913

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

INSTRUCTIONS

IF YOU WERE EMPLOYED BY SPECTRUM EYE PHYSICIANS (“SPECTRUM”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN JUNE 25, 2020, AND JUNE 23, 2025, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Eligible Workweeks you worked for Spectrum in California from June 25, 2020, to June 23, 2025.

“Eligible Workweeks” are defined as any week in which you worked at least one (1) day during the calendar week. The number of Eligible Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before **XXXXXX**, 2025. Documentary evidence may be helpful to substantiate your dispute claim, but it is not required. If you believe that the number of workweeks stated below is correct, you do not have to do anything.

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at _____; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORKWEEKS

You worked as an hourly-paid or non-exempt employee for Spectrum Eye Physicians in California, which qualifies you as a Settlement Class Member, and your total number of Eligible Workweeks in this position are:

<<NUMBER OF WORKWEEKS>> .

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is <<INSERT>>.

QUESTIONS? CALL Phoenix Settlement Administrators TOLL FREE XXX XXX XXXX

Please do not call the Court directly

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Eligible Workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by [REDACTED].

Check the box below ONLY if you wish to dispute the data listed in Section I:

I wish to dispute the number of Eligible Workweeks listed in Section I. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Spectrum's records and make a determination as to the validity of my dispute based upon Spectrum's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____ Signature:

Print or Type Name:

MAIL TO:

NAOMI NAVARRO V. SPECTRUM EYE PHYSICIANS CLASS ACTION SETTLEMENT

c/o

P.O. Box [REDACTED]

[REDACTED], XX

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE XXXX, 2025.

EXHIBIT C

REQUEST FOR EXCLUSION FROM CLASS (“OPT-OUT”) FORM

Navarro v. Spectrum Eye Physicians

Santa Clara County Superior Court, Case No. 24CV441913

**YOU MUST COMPLETE THIS FORM IF YOU DO NOT WISH TO BE PART OF THE
CLASS ACTION SETTLEMENT.**

By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments under the settlement.

By opting out, I understand that I retain the right to file my own individual lawsuit against Spectrum Eye Physicians. By providing the following information, I affirm that I want to opt-out of this class:

First Name Middle Initial Last Name

Former Name (if any): First Middle Initial Last Name

Current Mailing Address City State Zip

Home Phone Number

Work/Other Phone Number

Last Four Digits of Social Security Number

(Sign Here)

(Date)