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Attorneys for Plaintiff

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

PATRICIA NAVARRETE, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ARROYO VISTA FAMILY HEALTH
FOUNDATION, a California nonprofit
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV18934
(Related Case No.: 25STCV07589)

*Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 25, 2025
Time: 9:00 a.m.
Dept.: 6

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Patricia
4 Navarrete (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge
5 of all of the facts set forth herein.

6 2. I submit this declaration in support of the Motion for Preliminary Approval of Class
7 Action and PAGA Settlement.

8 **Procedural History**

9 3. On July 30, 2024, Plaintiff filed a Class Action Complaint against Defendant Arroyo
10 Vista Family Health Foundation (“Defendant”) alleging: (1) failure to pay minimum and straight
11 time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
12 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
13 to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures;
14 (8) failure to produce requested employment records; and (9) unfair business practices (“Class
15 Action”).

16 4. On June 20, 2024, Plaintiff provided written notice to the LWDA and Defendant of
17 her intention to file a PAGA claim (LWDA-CM-1035373-24). A true and correct copy of the notice
18 to the LWDA is attached hereto as **Exhibit 3**. The LWDA did not notify Plaintiff that it intended
19 to investigate. Therefore, on March 17, 2025, Plaintiff filed a PAGA Representative Action
20 Complaint for civil penalties pursuant to Labor Code § 2699, *et seq.* (“PAGA Action”).

21 5. The Parties subsequently participated in a private mediation with mediator Kelly
22 Knight, on April 29, 2025. With the help of Ms. Knight, the Parties were ultimately able to reach
23 an agreement on general settlement terms and executed a Memorandum of Understanding shortly
24 thereafter. The negotiations were adversarial, conducted at arm’s length, and tempered by the
25 efforts of both sides to serve the interests of their clients.

26 6. The parties negotiated the terms of the Settlement over the next several months and
27 ultimately finalized the Settlement Agreement on September 15, 2025. A true and correct copy of
28

1 the fully executed Settlement Agreement is attached hereto as **Exhibit 1**. Attached thereto as
2 **Exhibit A** is a true and correct copy of the Parties' proposed Class Notice.

3 7. On October 17, 2025, Plaintiff submitted a copy of the Settlement Agreement to the
4 LWDA. A true and correct copy of the confirmation of submission my office received after
5 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

6 **Investigation and Exposure Analysis**

7 8. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
8 applicable laws, and potential defenses. Plaintiff's Counsel assessed the value to the class claims
9 using the documents and data Defendant produced in informal discovery, including class data
10 providing the dates of employment for Class Members, Plaintiff's personnel file, employment
11 handbooks and policies, job descriptions, and a representative sampling of time and payroll
12 records. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time
13 and payroll records, and then assessed the risks associated with each claim meriting reductions in
14 the likely success at class certification and likely recovery at trial.

15 9. The Class is also readily ascertainable from Defendant's business records, because
16 all Class Members are or were employees of Defendant. Defendant's records show that there are
17 approximately 286 Class Members, making joinder of all Class Members impracticable. Further,
18 given the size and amount of each Class Members' claim, Class Members have little incentive to
19 litigate their claims on an individual basis because the out-of-pocket expenses and personal
20 commitment necessary to litigate each claim likely outweighs any potential recovery.

21 10. Plaintiff has alleged that Defendant maintained common employment policies
22 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
23 reimbursements for business expenses, accurate wage statements, and timely payment of wages
24 upon separation of employment. These allegations present common factual and legal questions of,
25 *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest
26 period, and reimbursement policies to all Class Members, whether these policies and practices
27 resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class
28 Members are entitled to damages and/or penalties. These common questions could be resolved

1 using Class Members' time records, payroll records, testimony from Defendant's designated
2 representative(s), and Class Members' testimony.

3 11. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
4 at succeeding at class certification and through trial affected the valuation of the claims for
5 settlement purposes.

6 12. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
7 claims were based on the allegation that Defendant required Class Members to perform work duties
8 before clocking in. Based on Plaintiff's estimate that they worked a total of 1 hour off-the-clock
9 each week, Plaintiff's Counsel assumed each Class Member worked 1-hour off-the-clock per week
10 in calculating potential exposure to be approximately \$1,174,807.40 for these claims. However,
11 Defendant argued that any off-the-clock time was undocumented and unknown to Defendant, and
12 that Defendant was therefore not obligated to pay for this time. Because this claim would have
13 relied heavily on Class Member testimony and would not be evidenced in Defendant's time and
14 payroll records, the risk of succeeding at class certification was substantial. Accordingly,
15 Plaintiff's Counsel applied a risk discount based on a 40% chance of succeeding at class
16 certification and a 30% chance of succeeding at trial on the merits, yielding a realistic damage
17 estimate of approximately \$140,976.89 ($\$1,174,807.40 \times 40\% \times 30\%$), or approximately 19% of
18 the Gross Settlement Amount.

19 13. Meal Periods: Plaintiff's meal period claim was based on the allegation that
20 Defendant failed to maintain a policy and practice of paying meal period premiums when Class
21 Members' meal periods were late, short, or missed. Plaintiff's Counsel found a violation rate of
22 approximately 23.9% in Defendant's time and payroll records and calculated potential exposure
23 on this claim to be approximately \$861,057.71. However, Defendant argued that it paid some meal
24 period premiums and that Class Members signed meal period waivers. Accordingly, Plaintiff's
25 Counsel applied a risk discount based on a 50% chance of succeeding at class certification and a
26 50% chance of succeeding at trial on the merits, yielding a realistic damage estimate of
27 approximately \$215,264.43 ($\$861,057.71 \times 50\% \times 50\%$), or approximately 29% of the Gross
28 Settlement Amount.

1 14. Rest Breaks: Plaintiff's rest break claim was based on the allegation that Defendant
2 failed to provide Class Members rest periods and/or failed to maintain a policy and practice of
3 paying rest break premiums when Class Members' rest breaks were late, short, or missed.
4 Plaintiff's Counsel applied a 50% violation rate to all shifts over 3.5 hours and calculated a
5 potential exposure of \$1,801,375.97 for this claim. Because this claim would have relied
6 exclusively on Class Member testimony, Plaintiff's Counsel applied a risk discount based on a
7 30% chance of succeeding at class certification and a 30% chance of succeeding at trial on the
8 merits, yielding a realistic damage estimate of approximately \$162,123.84 ($\$1,801,375.97 \times 30\%$
9 $\times 30\%$), or approximately 22% of the Gross Settlement Amount.

10 15. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that
11 Defendant required Class Members to use their personal cell phones and drive their own personal
12 vehicles to carry out their job duties. Based on Plaintiff's estimate that she incurred \$20 in
13 unreimbursed expenses per month, Plaintiff's Counsel assumed each Class Member incurred \$20
14 in unreimbursed expenses per month in calculating potential exposure to be approximately
15 \$169,305.00 for this claim. However, Defendant argued that these expenses were not required by
16 Defendant and highly individualized. Accordingly, Plaintiff's Counsel could not attribute any
17 value to this claim in terms of settlement value.

18 16. Derivative Penalties: Plaintiff alleged that as a result of Defendant's alleged failure
19 to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties
20 and wage statement penalties. However, Defendant argued that it had good faith defenses that made
21 the imposition of these penalties unwarranted. Moreover, Plaintiff could not recover these penalties
22 if she failed to prove the underlying claims. Plaintiff's Counsel calculated that potential exposure
23 for the waiting time penalty claim was approximately \$1,298,681.53 (assuming 30 days per
24 employee at 8.1 hours per day, based on the average hours per shift), and approximately
25 \$880,000.00 for the wage statement penalty claim (based on \$50 for the first violations and \$100
26 for subsequent violations, with a \$4,000 employee maximum). However, considering that the
27 underlying claims are realistically estimated to be approximately \$518,365.15, such a
28 disproportionate award would also raise due process concerns. As such, Plaintiff discounted the

figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$116,881.34 ($\$1,298,681.53 \times 30\% \times 30\%$) for waiting time penalty claims, or approximately 16% of the Gross Settlement Amount and approximately \$79,200.00 ($\$880,000.00 \times 30\% \times 30\%$) for wage statement penalty claims, or approximately 11% of the Gross Settlement Amount.

17. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach \$597,300.00, assuming the initial \$100 penalty would apply for each of the 5,973 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including whether the amount of the award would be unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiffs allocated \$15,000.00 of the Gross Settlement Amount to settle the PAGA claims, or approximately 2% of the Gross Settlement Amount.

Plaintiff's Counsel's Qualifications

18. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

19. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

20. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

21. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

22. Upon graduating from law school in 1996, I worked for a boutique law firm

1 practicing general litigation which included employment law matters. Since 2000 (that is, the last
2 25 years) my practice has been exclusively focused on labor and employment matters including
3 handling wage and hour class, collective and representative actions (including the California
4 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
5 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
6 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
7 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
8 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
9 took a major leading role in defending employers on numerous wage and hour class, collective and
10 representative actions.

11 23. In late June 2022, I left Seyfarth Shaw LLP and joined my current firm, Wilshire
12 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
13 hour class and representative actions litigating such matters on behalf of plaintiff employees in
14 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
15 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
16 and representative actions. Just since starting to settle cases in late April 2023 I have already
17 successfully mediated matters in which I have been counsel or co-counsel resulting in **more than**
18 **\$173 million** in settlements and verdicts which are in the process of being finalized, and with
19 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
20 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
21 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
22 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
23 the matter of *Aguilar-Flores v. Javier’s – CC LLC*, Los Angeles County Superior Court, Case No.
24 19STCV36438, (damages anticipated in the future and a motion for attorney’s fees to be filed after
25 that).

26 24. I have received numerous awards for my legal work. For example, from 2015 to
27 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
28 I have also served on numerous prominent boards and in other leadership positions, including

1 serving as Southern California Regional President for the Hispanic National Bar Association and
2 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
3 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
4 decisions for the City of Los Angeles.

5 25. I have also published numerous blogs on labor and employment issues including on
6 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
7 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
8 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
9 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
10 presenter involving the “Employment Law Update” at a National Employment Law Council
11 conference.

12 26. Samantha A. Smith was a Senior Attorney at WLF where her practice was focused
13 on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the
14 California Bar in December of 2004, and received a J.D. from University of California, Hastings
15 College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her
16 21-year career to plaintiffs’-side class action litigation. Her wealth of experience includes
17 successful work on all stages of class action litigation, including class action appeals, class
18 certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling*
19 *Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond
20 food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara County Superior
21 Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325
22 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and
23 PAGA violations for non-exempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No.
24 BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break
25 claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-
26 OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate
27 workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC
28 (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists);

1 *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino County
2 Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v.*
3 *East West Bank*, Case No. BC528860 (Los Angeles County Superior Court) (overtime claims for
4 failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI*
5 *Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid
6 wages, meal period and rest break claims for non-exempt employees).

7 27. William M. Pao is a Junior Partner at WLF. He graduated from the University of
8 Southern California with a double-major in Psychology and Humanities (Emphasis in Theatre Arts)
9 and received his juris doctorate degree from Loyola Law School. William has dedicated his 20+
10 year career to plaintiffs' class action litigation. Prior to joining WLF, he worked at various
11 prominent defense firms and a very-well known plaintiffs' boutique class action litigation firm
12 where he recovered more than \$100+ million in settlements. His wealth of experience includes
13 successful work on all stages of class action litigation, including class certification motions, and
14 class settlements. William was the principal drafter of a successful and reportable appeal in *Harris*
15 *v. KM Industrial, Inc.*, (2020) 980 F.3d 694 affirming the standards when challenging the amount-
16 in-controversy standard under the Class Action Fairness Act. William has been involved in
17 hundreds of wage-and-hour and Federal Credit Reporting Act class actions and Private Attorneys
18 General Act representative actions throughout the state of California.

19 28. Jeffrey C. Bils is an eleventh-year Senior Attorney at WLF. He graduated from the
20 University of Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received
21 his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law
22 school, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the
23 Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland
24 Marshall in United States District Court for the Central District of California, and also for the Hon.
25 Sandra R. Klein of United States Bankruptcy Court for the Central District of California. Mr. Bils
26 graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted to
27 practice law in the State of California in 2014. Since graduating from law school, he has focused
28 his legal work primarily on employment matters, including wage-and-hour class action and PAGA

1 representative action litigation, and he has helped obtain dozens of settlements on behalf California
2 workers, as well as on behalf of California employers during his years on the defense bar. Mr. Bils
3 is a member of the Beverly Hills Bar Association (BHBA), where he is a past member of the Board
4 of Governors and a past Chair of the Labor & Employment Law Section Executive Committee. He
5 is also a member of the California Employment Lawyers Association (CELA) and the Consumer
6 Attorneys Association of Los Angeles (CAALA).

7 29. Fawn F. Bekam was a Junior Partner at WLF. She graduated from the University of
8 California, Irvine School of Law, where she received her J.D. in 2015. She received her B.A. from
9 the University of California, Los Angeles in 2012. While in law school, she was the recipient of
10 numerous honors, including multiple Dean's Awards, Dean's Merit Scholarship, and pro bono
11 graduation honors. She has been chosen as a Super Lawyer Rising Star every year since 2020 and
12 selected for inclusion in Best Lawyers: Ones to Watch every year since 2021. Ms. Bekam has been
13 appointed to class counsel in dozens of cases through both contested and uncontested motions.

14 30. Aram Boyadjian is a fifth-year Associate Attorney at WLF. He was admitted to
15 practice law in the State of California in 2021. Aram graduated from the University of California,
16 Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola
17 Law School. During law school, he was a member of the student editorial board for the
18 International and Comparative Law Review. Since January 2021, his practice has mainly been
19 focused on wage and hour class action litigation.

20 31. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
21 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
22 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She
23 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
24 graduating, her practice has been in insurance defense (previously) and employment law
25 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.
26 Iturriaga is also a member of the California Employment Lawyers Association (CELA).

27 32. Andrew Sandoval is a third-year Associate Attorney at WLF. He was admitted to
28 practice law in the State of California in 2022. Andrew graduated from Azusa Pacific University

1 with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School.
2 During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice
3 has mainly been focused on wage and hour class action litigation.

4 33. Refugio Ortega-Carrillo is an Associate Attorney at WLF. He was admitted to
5 practice law in the State of California in 2022. Refugio graduated from the University of California,
6 Irvine with a Bachelor of Arts in History and a minor in Humanities and Law & Political Science.
7 He received his Juris Doctor from Loyola Law School. During law school, he served as a judicial
8 extern to the Honorable Sheri Bluebond in the Central District of California. His time at WLF has
9 been focused on Plaintiff-side wage and hour cases.

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

12 Executed on October 17, 2025 at Los Angeles, California.

13 
14 _____

15 John G. Yslas
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EXHIBIT 1

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on behalf of all others similarly situated

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Attorneys for Defendant
ARROYO VISTA FAMILY HEALTH FOUNDATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

COMPLEX CIVIL LITIGATION

PATRICIA NAVARRETE, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ARROYO VISTA FAMILY HEALTH
FOUNDATION, a California nonprofit
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV18934
(Consolidated with Case No. 25STCV07589)

ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle, Department 6

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Patricia Navarrete (“Plaintiff”) and Defendant Arroyo Vista Family Health Foundation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiff’s lawsuits alleging class and representative wage and hour violations against Defendant captioned *Patricia Navarrete v. Arroyo Vista Family Health Foundation*, Case No. 24STCV18934, filed on July 30, 2024 in Los Angeles County Superior Court and *Patricia Navarrete v. Arroyo Vista Family Health Foundation*, Case No. 25STCV07589, filed on March 17, 2025 in Los Angeles County Superior Court.

1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.6 “Class Counsel” means John G. Yslas, William M. Pao and Refugio Ortega-Carrillo of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$250,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,

not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members with Spanish translation, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from July 30, 2020 through the date of preliminary approval (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Patricia Navarrete in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendant” means named Defendant Arroyo Vista Family Health Foundation.

1.18 “Defense Counsel” means Erin R. Ezra of Berger Kahn, a Law Corporation.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means seven hundred fifty thousand dollars and zero cents (\$750,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.28 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Complaint” means the operative Complaint filed on July 30, 2024 and March 17, 2025 in the Actions, respectively.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from March 17, 2024 through the date of preliminary approval.

1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).

1.35 “PAGA Notice” means Plaintiff’s June 20, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of \$15,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% (\$5,250.00) to the Aggrieved Employees and 65% (\$9,750.00) to the LWDA in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiff” means Patricia Navarrete, the named plaintiff in the Actions.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On July 30, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On June 20, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1035373-24). On March 17, 2025, after the 65-day statutory period passed, Plaintiff filed a separate Complaint, alleging a sole cause of action for civil penalties pursuant to Labor Code § 2699, *et seq.*

2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.4 On April 29, 2025, the Parties participated in an all-day mediation presided over by mediator Kelly Knight. At the conclusion of mediation, the Parties were able to reach an

1 agreement. The Parties finalized their agreement in a Memorandum of Understanding that was
2 circulated for execution on July 2, 2025.

3 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
4 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
5 representative sampling of time and payroll data for Class Members and the necessary policy
6 documents through informal discovery to properly evaluate the strengths and weakness of the
7 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
8 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
9 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
10 130 (2008) ("*Dunk/Kullar*").

11 2.6 The Court has not granted class certification because the Parties engaged in mediation
12 before any class certification.

13 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
14 other pending matters or actions asserting claims that will be extinguished or affected by the
15 Settlement.

16 3. **MONETARY TERMS.**

17 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
18 Defendant will pay Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) to fully
19 settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all
20 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
21 not include employer payroll taxes owed on the wage portions of the Individual Class Payments,
22 which Defendant will pay separately.

23 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
24 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
25 in the Final Approval:

26 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
27 of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual
28 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive

1 as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
2 Representative Service Payment that does not exceed this amount. As part of the motion for the
3 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
4 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
5 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
6 Representative Service Payment less than the amount requested, the Administrator will retain the
7 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
8 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
9 assumes full responsibility and liability for employee taxes owed on the Class Representative
10 Service Payment.

11 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
12 Gross Settlement Amount, which is currently estimated to be Two Hundred Fifty Thousand
13 Dollars and Zero Cents (\$250,000.00) and a Class Counsel Litigation Expenses Payment for
14 actual costs, not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
15 Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a
16 motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court
17 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
18 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
19 less than the amounts requested, the Administrator will allocate the remainder to the Net
20 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
21 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
22 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
23 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
24 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
25 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
26 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
27 controversy regarding any division or sharing of any of these Payments.

1 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$10,000.00
2 (Ten Thousand Dollars and Zero Cents) except for a showing of good cause and as approved by
3 the Court. To the extent the Administration Costs are less or the Court approves payment of less
4 than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be
5 distributed to Participating Class Members.

6 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
7 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
8 Participating Class Members during the Class Period, and (b) multiplying the result by each
9 individual Participating Class Member's Workweeks.

10 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
11 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
12 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
13 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
14 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
15 reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject
16 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
17 assume full responsibility and liability for any employee taxes owed on their Individual Class
18 Payment.

19 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
20 Class Payments. Non-Participating Class Members will not receive any Individual Class
21 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
22 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

23 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifteen
24 Thousand Dollars and Zero Cents (\$15,000.00) to be paid from the Gross Settlement Amount,
25 with 65% (\$9,750.00) allocated to the LWDA PAGA Payment and 35% (\$5,250.00) allocated to
26 the Individual PAGA Payments.

27 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
28 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$5,250.00 by

the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks. Based on a review of its records, Defendant represents there are 286 Class Members who collectively worked a total of 33,861 workweeks during the Class Period.

4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

1 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
2 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
3 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
4 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
5 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

6 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
8 face of each check shall prominently state the date (180 days after the date of mailing) when the
9 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
10 Void Date. The Administrator will send checks for Individual Settlement Payments to all
11 Participating Class Members (including those for whom the Class Notice was returned
12 undelivered). The Administrator will send checks for Individual PAGA Payments to all
13 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
14 Employees (including those for whom Class Notice was returned undelivered). The Administrator
15 may send Participating Class Members a single check combining the Individual Class Payment
16 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
17 must update the recipients' mailing addresses using the National Change of Address Database.

18 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
19 Members whose checks are returned undelivered without USPS forwarding address. Within seven
20 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
21 forwarding address provided or to an address ascertained through the Class Member Address
22 Search. The Administrator need not take further steps to deliver checks to Class Members whose
23 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
24 replacement check to any Class Member whose original check was lost or misplaced, requested
25 by the Class Member prior to the void date.

26 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
28

funds represented by such checks to National Employment Law Project, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

1 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
2 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
3 based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to
4 pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197
5 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and
6 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
7 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
8 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
9 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
10 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to
11 produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5);
12 and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The
13 enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata*
14 based on the claims that were asserted in the Actions or could have been asserted in the Actions
15 based on the facts and circumstances alleged in the Complaint. The Released Class Claims are
16 those that accrued during the Class Period.

17 5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA
18 civil penalties that are alleged or reasonably could have been alleged based on the facts alleged
19 in the operative Complaint and in Plaintiff's June 20, 2024 PAGA Notice, including but not
20 limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§
21 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to
22 Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal.
23 Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to
24 Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant
25 to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage
26 statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees
27 for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested
28 employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all

1 earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor
2 Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal
3 periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement
4 violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12)
5 willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal.
6 Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal.
7 Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

8 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
9 preliminary approval (“Motion for Preliminary Approval”).

10 6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining
11 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
12 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
13 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
14 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
15 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
16 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
17 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
18 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
19 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
20 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
21 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
22 conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff
23 and Class Counsel shall aver that they are not aware of any other pending matter or action
24 asserting claims that will be extinguished or adversely affected by the Settlement.

25 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
26 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
27 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
28

Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

1 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
2 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
3 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
4 requiring them to exercise options under this Agreement not later than fourteen (14) days after
5 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6 7.5 Requests for Exclusion (Opt-Outs).

7 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
9 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
10 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
11 is a letter from a Class Member or his/her representative that reasonably communicates the Class
12 Member's election to be excluded from the Settlement and includes the Class Member's name,
13 address and email address or telephone number. To be valid, a Request for Exclusion must be
14 timely faxed, emailed, or postmarked by the Response Deadline.

15 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
16 to contain all the information specified in the Class Notice. The Administrator shall accept any
17 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
18 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
19 determination shall be final and not appealable or otherwise susceptible to challenge. If the
20 Administrator has reason to question the authenticity of a Request for Exclusion, the
21 Administrator may demand additional proof of the Class Member's identity. The Administrator's
22 determination of authenticity shall be final and not appealable or otherwise susceptible to
23 challenge.

24 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
28 Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
8 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
10 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
11 may challenge the allocation by communicating with the Administrator via fax, email or mail.
12 The Administrator must encourage the challenging Class Member to submit supporting
13 documentation. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
18 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination of the challenges.

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment and/or Class Representative Service Payment.

25 7.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the

1 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
2 for filing in Court attesting to its due diligence and compliance with all of its obligations under
3 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
4 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
5 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
6 number of written objections and attach the Exclusion List. The Administrator will supplement
7 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
8 for filing the Administrator's declaration(s) in Court.

9 7.8.5 Final Report by Settlement Administrator. Within ten (10) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
12 identification number only of all payments made under this Agreement. At least fifteen (15) days
13 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
14 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
15 of all payments required under this Agreement. Class Counsel is responsible for filing the
16 Administrator's declaration in Court.

17 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
18 Defendant represents there are 286 Class Members who collectively worked a total of 33,861
19 Workweeks during the Settlement Class Period. If, on final calculation, the total number of
20 Workweeks increases by more than 10% (i.e. an increase of more than 3,386 workweeks), then
21 the Gross Settlement Amount will be proportionally increased by the Workweeks worked in
22 excess of 10% (i.e. if the final total number of workweeks is more than 37,247) by multiplying
23 the excess Workweeks by the per Workweek value. Alternatively, Defendant has the option of
24 shortening the class period end date to where the total workweeks do not exceed the original
25 amount of 33,861 workweeks. For example, if the final number of total workweeks increased by
26 15%, from 33,861 to approximately 38,940 workweeks, the GSA will increase by 5% to account
27 for the excess increase in workweeks over 10%, resulting in a \$37,500 increase to the GSA. If
28 this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that

the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Settlement Agreement, there are 286 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is greater than 20%, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the expiration of the opt-out period.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final

1 Approval. The Court's decision to award less than the amounts requested for the Class
2 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
4 modification to the Agreement within the meaning of this paragraph.

5 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
6 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
7 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
8 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided in
13 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
14 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
15 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
16 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
17 obligations to perform under this Agreement will be suspended until such time as the appeal is
18 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
19 of the Net Settlement Amount.

20 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
22 modification of this Agreement (including, but not limited to, the scope of release to be granted
23 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
24 expeditiously work together in good faith to address the appellate court's concerns and to obtain
25 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
26 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
27 Court's award of the Class Representative Service Payment or any payments to Class Counsel
28

1 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
2 as long as the Gross Settlement Amount remains unchanged.

3 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
4 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
5 judgment.

6 12. **ADDITIONAL PROVISIONS.**

7 12.1 No Admission of Liability, Class Certification or Representative Manageability for
8 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
9 claims. Nothing in this Agreement is intended or should be construed as an admission by
10 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
11 any liability for any claims asserted; nor should it be intended or construed as an admission by
12 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
13 certification and representative treatment is for purposes of this Settlement only. If, for any
14 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
15 reserves the right to contest certification of any class for any reason, Defendant reserves all
16 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
17 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
18 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
19 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
20 Settlement and this Agreement).

21 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
23 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
24 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
25 or indirectly, specifically or generally, to any person, corporation, association, government
26 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
27 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
28 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order

1 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
2 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
3 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
4 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
5 communication, before the filing of the Motion for Preliminary Approval, with any third party
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
7 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
8 communications with Class Members in accordance with Class Counsel’s ethical obligations
9 owed to Class Members.

10 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
13 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
14 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

15 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of a mediator and/or the Court for resolution.

3 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed by all Parties or their
13 representatives, and approved by the Court.

14 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
15 to the benefit of, the successors of each of the Parties.

16 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting.

22 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of information shall
24 survive the execution of this Agreement.

25 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
28 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
 William M. Pao
William.pao@wilshirelawfirm.com
 Refugio Ortega-Carrillo
Refugio.ortegacarrillo@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 South Figueroa Street, Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

Erin R. Ezra
eezra@bergerkahn.com
 BERGER KAHN, a Law Corporation
 1 Spectrum Pointe Drive, Suite 340
 Lake Forest, California 92630
 Telephone: (949) 614-0100
 Facsimile: (949) 771-1922

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

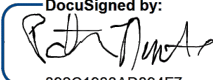
agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 9/12/2025

DocuSigned by:

 892C1933AD894F7...

Plaintiff Patricia Navarrete

DATED: _____

Defendant Arroyo Vista Family Health Foundation

By: _____

Position: _____

Approved by counsel:

DATED: 9/12/2025

WILSHIRE LAW FIRM

BY: 

John G. Yslas
William M. Pao
Refugio Ortega-Carrillo
Counsel for Plaintiff Patricia Navarrete

DATED:

BERGER KAHN, A LAW CORPORATION

BY: _____
ERIN R. EZRA
Counsel for Defendant Arroyo Vista Family Health
Foundation

1 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
2 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

3 12.19 Binding Agreement. The Parties intend that this Agreement shall be fully
4 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and
5 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
6 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
7 otherwise might apply under federal or state law. The Parties further agree and intend that the Los
8 Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure
9 § 664.6.

10 IT IS SO AGREED.

11
12 By the Parties:

13
14
15 DATED: _____

16 Plaintiff Patricia Navarrete

17
18
19 DATED: 09/15/25

20 Defendant Arroyo Vista Family Health Foundation

21 By: J. Lorraine Estrada

22 Position: Chief Executive Officer

23
24
25 Approved by counsel:

26 DATED:

27 WILSHIRE LAW FIRM

28 BY: _____

John G. Yslas
William M. Pao
Refugio Ortega-Carrillo
Counsel for Plaintiff Patricia Navarrete

DATED: 9/15/2025

BERGER KAHN, A LAW CORPORATION

BY: 

ERIN R. EZRA
Counsel for Defendant Arroyo Vista Family Health
Foundation

EXHIBIT 2

Christina Hicklin

From: no-reply@formassembly.com
Sent: Friday, October 17, 2025 8:19 PM
To: Christina Hicklin
Subject: Thank you for your Proposed Settlement Submission

10/17/2025 08:18:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/17/2025 08:18:35 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1035373-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cchristina.hicklin%40wilshirelawfirm.com%7C4b6d5c0f7f434b616a7708de0df511f0%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638963543401593911%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiwlLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=oCVckLiJoki%2FSv7IAu8%2F0vN3UC%2Fj1sqxZc%2FARaAQBgQ%3D&reserved=0

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.

Stephanie Mazepa, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.

June 20, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Arroyo Vista Family Health Foundation dba
Arroyo Vista Family Health Center
Attn: J. Lorraine Estradas
6000 North Figueroa Street
Los Angeles, CA 90042
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6620 2551 23

Re: ***Patricia Navarrete v. Arroyo Vista Family Health Foundation dba Arroyo Vista
Family Health Center
Notice of Labor Code Violations and PAGA Penalties***

To Whom It May Concern:

Please be advised that my office has been retained by Patricia Navarrete (“Ms. Navarrete” or “Employee”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee’s former employers, Arroyo Vista Family Health Foundation dba Arroyo Vista Family Health Center (“Arroyo Vista” or “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers’ Aggrieved Employees.

Ms. Navarrete wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Arroyo Vista in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Navarrete’s Employment with Arroyo Vista

Arroyo Vista is a network of health centers that provide medical, dental, optometry, behavioral health, imaging, and pharmaceutical services. Employee worked as a receptionist. Employee’s primary job function was to register patients, process financial eligibility data, schedule and confirm appointments, and collect payment of fees. In performing Employee’s duties, Employee was regularly required to perform work (off-the-clock), without compensation, including during rest breaks. Employee was also frequently deprived of an opportunity to take legally compliant meal breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts,

which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Navarrete is a resident of Moreno Valley, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2017 to approximately March 2024.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's

overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

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Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving

Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

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Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees,

or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them. Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

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² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to

work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq., including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for

servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety

LWDA

Notice of Labor Code Violations and PAGA

June 20, 2024

Page 17 of 17

violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", is written over the printed name.

John G. Yslas, Esq.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
 William M. Pao (SBN 219846)
william.pao@wilshirelawfirm.com
 Refugio Ortega-Carrillo (SBN 346933)
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 660 S. Figueroa Street, Sky Lobby
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 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

PATRICIA NAVARRETE, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

ARROYO VISTA FAMILY HEALTH
 FOUNDATION, a California nonprofit
 corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV18934
 (Related Case No. 25STCV07589)

*Assigned for all purposes to: Hon.
 Elihu M. Berle
 Dept. 6*

**DECLARATION OF PATRICIA
 NAVARRETE IN SUPPORT OF
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

Date: November 25, 2025
 Time: 9:00 a.m.
 Dept.: 6

I, Patricia Navarrete, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for Defendant Arroyo Vista Family Health Foundation (“Defendant”), as an hourly-paid, non-exempt dental receptionist from approximately November 2017 to March 2024. My job duties included, among other duties, assisting dental staff by performing front office duties in the dental office.

3. Based on my experience and knowledge of Defendant’s wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Defendant.

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Defendant. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees of Defendant.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Defendant’s company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Defendant.

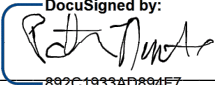
7. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid, non-exempt employees by initiating this lawsuit,

1 providing documents and information to my attorneys, keeping in regular contact with my
2 attorneys regarding the status of the case, assisting my attorneys prepare for mediation and being
3 available on the day of mediation to answer questions, and reviewing the memorandum of
4 understanding and long-form settlement agreement to make sure they were fair. I estimate that
5 since I retained my counsel in May 2024, I have spent approximately 35 hours on this case.

6 8. I will continue to actively participate in this lawsuit as necessary and will continue to
7 make myself available to assist in this case moving forward as needed.

8
9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed on 10/17/2025, at San Tan Valley, Arizona.

12 DocuSigned by:
13 
14 892C1933AD694F7...
Patricia Navarrete

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
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Attorneys for Plaintiff

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

PATRICIA NAVARRETE, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

ARROYO VISTA FAMILY HEALTH
FOUNDATION, a California nonprofit
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV18934
(Related Case No. 25STCV07589)

*Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6*

**DECLARATION OF SEAN
HARTRANFT IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 25, 2025
Time: 9:00 a.m.
Dept.: 6

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I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 100 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale class action cases efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and the administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We maintain the highest level of confidentiality in all our operations. Any class data and communication received by us will be treated with utmost privacy and will not be disclosed to any unauthorized party. Attached is our current CV, as Exhibit A, which highlights our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information to ensure they do not pose a threat to the security of client or class
5 member information. As part of its commitment to data security and industry best practices, Apex
6 Class Action has completed a rigorous third-party audit and is SOC 2 Type 2 certified,
7 demonstrating its adherence to strict standards for data privacy, confidentiality, and system
8 integrity. This certification reflects Apex's continued focus on protecting sensitive information
9 through well-documented and consistently applied internal controls. To guarantee the security of
10 the settlement administration process, Apex Class Action maintains Professional Liability and
11 Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal
12 profession.

13 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
14 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
15 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
16 conducting preliminary and final calculations to determine the individual settlement amounts,
17 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
18 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
19 settlement funds and tax forms via First-Class USPS mail.

20 7. The administration fees for Apex Class Action's management of this settlement will
21 not exceed \$7,690.00, as specified in **Exhibit B**. This document presents a comprehensive plan
22 detailing the specific administration services that will be provided.

23
24 I declare under penalty of perjury under the laws of the state of California that the
25 foregoing is true and correct. Executed this 13th day of October 2025, in Irvine, California.

26
27 
28 _____
Sean Hartranft

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Lawrence Hamber
Wilshire Law Firm
lawrence.hamber@wilshirelawfirm.com
213.381.9988

Case Name:

Navarrete v. Arroyo Vista Family Health

Date:

Friday, September 12, 2025

RFP Number:

33170003

Prepared By:

Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	410
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	10%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	410	\$410.00
USPS First Class Postage	Per Piece	\$0.78	410	\$319.80
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	41	\$82.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$41.40	1	\$41.40
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,398.20

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$220.00	1	\$220.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$220.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	410	\$410.00
USPS First Class Postage	Per Piece	\$0.78	410	\$319.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	41	\$82.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,281.80

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

			WILL NOT EXCEED:	\$7,690.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.