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

CHRISTIE MINES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHERN MONTEREY COUNTY
MEMORIAL HOSPITAL, a California
nonprofit corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV005289

Assigned to the Honorable Thoman W. Wills, Dept.
15)

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 21, 2025

Time: 8:30 A.M.

Dept.: 15

Action Filed: December 12, 2024

Trial Date: Not Set

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1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff E-Mines (“Plaintiff”). I have personal knowledge of the facts set forth below and if called upon to testify I could and would do so competently.

4, Plaintiff filed a class action complaint in the Superior
 re on behalf of herself and all similarly situated
 n Monterey County Memorial Hospital (“Defendant”). The
 ion for: (1) violation of Labor Code §§ 510, 1194, 1197, and
 226; and (3) violation of Business & Professions Code §
 Plaintiff alleges that Defendant failed to pay for overtime
 porating all non-discretionary remuneration, failed to
 on separation of employment, and failed to provide

4. Since the initiation of the lawsuit, the Parties have engaged in formal and informal discovery. Plaintiff propounded and responded to requests for production of documents. Plaintiff also propounded interrogatories. Plaintiff has reviewed Defendant's production of class data and pay records for the putative class, which included the number of pay periods where employees were paid overtime/doubletime and any form of non-discretionary remuneration. This investigation enabled Plaintiff to perform an analysis of the putative class and Defendant's potential liability.

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memorandum of understanding. After further negotiations, the Parties entered the proposed settlement now presented to the Court for preliminary approval.

6. The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

7. The settlement terms were memorialized in the Joint Stipulation of Class and PAGA Settlement (the “Stipulation” or “Agreement”). A true and correct copy of the Stipulation is attached herewith as **Exhibit A**.

SUMMARY OF THE SETTLEMENT TERMS

8. The class includes “all current and former non-exempt employees of Defendant who received during the Class Period both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period” (the “Settlement Class” or “Class Members”). *See* Stipulation ¶ 5. The Class Period is defined as “the period from March 8, 2023, through August 31, 2025.” *See* Stipulation ¶ 7.

9. Defendant has represented that 184 Class Members worked approximately 406 pay periods with the payment of overtime wages and non-discretionary pay during the same pay period, during the Class Period. *Id.* ¶ 46.

10. Defendant represented that there were approximately 142 individuals falling within the definition of the aggrieved employees who worked approximately 205 pay periods that included non-discretionary remuneration and overtime/doubletime wages.

11. Should the final tally of class pay periods increase above 10%, the escalator clause provides that Defendant will proportionally increase the Gross Settlement Amount based on the percentage of pay periods above a 10% increase. *Id.* ¶ 46.

12. The Stipulation provides for One Hundred Sixty-Seven Thousand Dollars (\$167,000.00) as the total Gross Settlement Amount. *See* Stipulation ¶ 16. The Net Settlement Amount [calculated after deduction of Attorneys’ Fees (up to \$56,666.66), Attorneys’ Costs (up to \$10,000.00), Class Representative Enhancement Award (up to \$5,000.00), payment of PAGA penalties (up to \$20,000.00), and Settlement Administration Costs (up to \$6,750.00)] is estimated to be approximately \$68,583.34. *See* Stipulation ¶¶ 2, 3, 14, 16, 19, 21, 30. Each Class

Member who does not opt-out of the settlement (“Participating Class Member”) will be awarded a portion of the Net Settlement Amount on a *pro-rata* basis, based upon the number of workweeks he or she worked during the Class Period. *See* Stipulation ¶ 48s.

13. Based thereon, on a raw average, each Participating Class Member potentially may recover approximately \$372.74. The amount actually paid to each Participating Class Member will increase or decrease depending on the actual number of workweeks or she worked during the Class Period.

14. Additionally, as part of the payment of PAGA penalties, 35% of the PAGA Award (or \$7,000.00) shall be paid to aggrieved employees known as PAGA Settlement Members. Stipulation ¶ 21. The balance will be paid to the LWDA.

15. PAGA Settlement Members are “all current and former non-exempt employees of Defendant who during the PAGA Period received both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period.” Stipulation ¶ 24. The PAGA Periods is the period from December 2, 2023, through August 31, 2025. *Id.* ¶ 2.

16. The payments to PAGA Settlement Members (or “Individual PAGA Payments”) will be paid on a *pro rata* basis, based on the number of pay periods he or she worked during the PAGA Period. *Id.* ¶ 53.a. This amount will be in addition to any Individual Settlement Payment from the Net Settlement Amount, and will be paid to PAGA Settlement Members regardless of whether he or she submits a Request for Exclusion from the class portion of the settlement.

POTENTIAL STATUTORY AND CIVIL PENALTIES

17. Based on the information provided by Defendant, there are approximately 184 putative class members.

18. Importantly, Defendant contended that approximately 22% of the putative class were subject to a collective bargaining agreement, which would provide a complete defense to Plaintiff’s overtime claims.

19. I was able to estimate the potential damages and penalties based on the data and documents provided by Defendant. Based on the class data provided by Defendant, Plaintiff

1 estimated that Defendant would face potential maximum liability of up to approximately
2 \$421,958.00 for Plaintiff's class claims, if Plaintiff was successful on all of her claims and
3 obtained certification. As with most claims premised on the failure to properly calculate the
4 regular rate of pay for purposes of paying overtime, the actual underpayment of wages was likely
5 dwarfed by the potential for penalties associated with the underpayment. For this reason,
6 Plaintiff focuses the exposure analysis below on the potential penalties, as opposed to the
7 underpayment of wages, which likely was less than \$10,000 all-in (even estimating a generous
8 \$10.00 in underpayment per impacted pay period would only result in approximately \$4,060 in
9 underpayment (\$10 x 406 pay periods)).

10 20. The majority of the exposure comes from these potential penalties:

- 11 a. \$31,400.00 for Labor Code § 226(e) penalties (~406 pay periods x \$100
12 penalty) – (~ 184 employees x \$50 initial penalty); and
- 13 b. \$390,528.00 in waiting time penalties (~40 former employees x (30 days x
14 8 hours x \$40.68)).

15 21. These maximum exposures do not discount for Defendant's argument that more
16 than 20% of the putative class was subject to a CBA such that an overtime claim (and the
17 derivative penalties that follow) would fail as a matter of law.

18 22. Each of Plaintiff's putative class claims faced unique challenges from Defendant.
19 For one, Defendant would have argued that the waiting time penalties, which comprise a
20 significant portion of the estimated damages, are subject to a complete defense. Defendant would
21 have argued that a good faith dispute exists as to whether the allegedly underpaid wages were
22 due to Plaintiff and the Settlement Class considering Defendant's legally compliant policies. If
23 Defendant was successful on its good faith defense, the Court may not have awarded waiting
24 time penalties at all, reducing the exposure by approximately four hundred thousand dollars. *Hill*
25 *v. Walmart, Inc.*, 32 F.4th 811 (9th Cir. 2022) (upholding good faith defense because defendant
26 reasonably believed wages were not due and owing at time of separation of employment);
27 *Chavez v. Converse, Inc.*, 2020 WL 1233919, at *1 (N.D. Cal. 2020) (holding that an employer's
28 failure to pay is not willful where there is uncertainty in the law or a "good faith mistaken belief

1 that wages are not owed”). On the other hand, Plaintiff argued that Defendant had previously
2 been sued for similar violations and thus any alleged good faith defense would be rejected by the
3 Court.

4 23. Similarly, on Plaintiff’s wage statement claim, Plaintiff would face the additional
5 burden of demonstrating that any alleged omission of information from the wage statements was
6 a “knowing and intentional failure” by Defendant to comply with Labor Code § 226(a). *See*
7 *Harris v. Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (granting
8 summary judgment in favor of employer and finding its conduct was not “knowing and
9 intentional”). Defendant also would have argued that penalties under Section 226 are subject to a
10 similar “good faith” defense as articulated above in the context of Plaintiff’s claims for waiting
11 time penalties. *See, e.g., Apodaca v. Costco Wholesale Corp.*, 2014 WL 2533427, at *3 (C.D.
12 Cal. June 5, 2014) (“Where an employer has a good faith belief that it is not in violation of
13 Section 226, any violation is not knowing and intentional.”); *Wright v. Adventures Rolling Cross*
14 *Country, Inc.*, 2013 WL 1758815, at *9 (N.D. Cal. Apr. 24, 2013) (same); *Ricaldai v. U.S.*
15 *Investigations Servs., LLC*, 878 F. Supp. 2d 1038, 1047 (N.D. Cal. 2012) (same); *Dalton v. Lee*
16 *Publ’ns, Inc.*, 2011 WL 1045107, at *5 (S.D. Cal. Mar. 22, 2011) (same). Plaintiff again argued
17 that a prior lawsuit alleging similar claims seriously undermined any purported good faith
18 defense.

19 24. Finally, Defendant argued that 20% of the putative class had no claims at all
20 given they were governed by a CBA and thus overtime claims failed as a matter of law. Cal.
21 Lab. Code § 514 (“514. Sections 510 and 511 do not apply to an employee covered by a valid
22 collective bargaining agreement if the agreement expressly provides for the wages, hours of
23 work, and working conditions of the employees, and if the agreement provides premium wage
24 rates for all overtime hours worked and a regular hourly rate of pay for those employees of not
25 less than 30 percent more than the state minimum wage.”).

26 25. Although Plaintiff believes that the class can be certified, Plaintiff also believes in
27 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
28 involved in not prevailing on one or more of the causes of action or theories alleged in the

operative Complaint, the possibility of non-certification, and the potential for appeals. *See Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal. 4th 1 (2014).

26. With respect to potential liability on Plaintiff's PAGA claims, Plaintiff estimated that Defendant could face civil penalties of up to a maximum of \$20,500 if Plaintiff were successful at trial, and without any reduction by the Court. This evaluation contemplates that the Court would award a \$100 penalty per pay period, as opposed to stacking multiple penalties during the same pay period. If the Court were to stack penalties, the exposure could be higher; however courts are typically reluctant to award multiple penalties in the same pay periods.

27. Plaintiff's PAGA claims are derivative of her class claims, and as such, if Plaintiff is unable to prove her class claims, the PAGA claims will fail as well. Moreover, even assuming Plaintiff prevailed on her PAGA claims, the Court still has discretion to reduce any PAGA penalties.

28. Based on the total liability on Plaintiff's class and PAGA claims, the \$167,000.00 Gross Settlement Amount is approximately 38% of the maximum potential class damages and penalties.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

29. Based on my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class and PAGA Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class and Defendant in light of all known facts and circumstances, and the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

30. From the inception of the case, Class Counsel have zealously represented the interests of the Settlement Class. The settlement was obtained for the benefit of the Settlement Class, as opposed to the individual Class Representative. Further, Class Counsel have been approved as class counsel on a number of prior cases, have litigated numerous other class action cases, and are competent to represent the Settlement Class.

31. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage and hour class action litigation. Plaintiff's counsel have been approved as class counsel in a number of wage and hour class action and have extensive litigation experience.

32. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties.

33. The Parties recognize the risk, expense, and delay in continuing litigation with the class claims, and believe the settlement to be fair, reasonable, and adequate.

34. My office was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the present cases, Defendant would have been able to seek costs in connection with its defense of the case.

35. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal and informal discovery, with the production of documents and data regarding payroll information.

ATTORNEY EXPERIENCE

36. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

37. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.

1 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

2 38. From February 2016, through Fall 2017, I practiced at the international law firm
3 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
4 companies in Multi-District Litigation primarily in the product liability sphere. I also
5 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
6 judgment decision regarding trade secret issues, in addition to working in several other practice
7 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th
8 Cir. 2018).

9 39. From September 2017, through September 2018, I served as a law clerk to a
10 Judge sitting on the United States District Court, Central District of California. I regularly
11 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
12 working on wage and hour class actions.

13 40. I am currently an associate at the law firm of Diversity Law Group, P.C., an
14 employment law firm that has handled numerous wage and hour class and individual actions, on
15 both plaintiff and defense sides. My current practice focuses on employment matters involving
16 both class actions, and single plaintiffs. The firm currently has cases in courts throughout the
17 State of California, including but not limited to the Los Angeles Superior Court, Orange County
18 Superior Court, San Diego County Superior Courts, Santa Clara County Superior Court, and the
19 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
20 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
21 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
22 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
23 16CV300475, United States District Court, Northern District of California); *Martin v. Streetplus*
24 *Company, LLC* (Case No. 19STCV15522, Los Angeles County Superior Court); *Parsons v.*
25 *Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court),
26 *Pevey v. Lumber City Corp.* (Case No. CIVDS2010240, San Bernardino County Superior Court),
27 and *Weybrew v. BEI Construction, Inc.* (Case No. FCS055658, Solano County Superior Court),
28 among many others.

41. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

42. I have also assisted the firm in numerous wage and hour class action mediations.

43. My co-counsel and I will adequately represent the Class Members in this action. Plaintiff's counsel have and will zealously represent Plaintiff and the Settlement Class and pursue this lawsuit to its conclusion.

44. Phoenix Settlement Administrators is a well-recognized class action settlement administrator. The Parties believe that the administration fee is reasonable and should be approved. This results in a distribution cost of approximately \$36 per class member. Because this settlement encompasses a relatively small number of individuals, the cost per class member is slightly higher than would be the case in a larger class because of the static costs associated with the administration process. Plaintiff's counsel believes this is a reasonable cost for administration given the size of the putative class.

45. I do not have any conflict of interest with the proposed *cy pres* recipient, Legal Aid at Work.

46. In conjunction with the filing of this Motion, Plaintiff uploaded the Stipulation and Motion to the Labor and Workforce Development Agency.

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

Executed on this 29th day of October 2025, at Los Angeles, California.


Max W. Gavron

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
 Max W. Gavron (State Bar No. 291697)
 Kwanporn "Mai" Tulyathan (SBN 316704)
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Attorneys for Plaintiff and the Class

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

CHRISTIE MINES, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHERN MONTEREY COUNTY
 MEMORIAL HOSPITAL, a California
 nonprofit corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 24CV005289

**JOINT STIPULATION OF CLASS AND PAGA
 SETTLEMENT**

Action Filed: December 12, 2024

Trial Date: Not Set

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

1 This Joint Stipulation of Settlement ("Stipulation" or "Agreement") is made and entered
2 into by and between Plaintiff Christie Mines ("Plaintiff" or "Class Representative"), individually
3 and on behalf of all others similarly situated, and Defendant Southern Monterey County
4 Memorial Hospital ("Defendant") (Plaintiff and Defendant shall collectively be referred to as the
5 "Parties"). By way of this Agreement, the Parties seek to settle the pending action captioned
6 *Christie Mines v. Southern Monterey County Memorial Hospital*, Case No. 24CV005289. The
7 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
8 compromising disputed legal and factual issues and that nothing in this Agreement is an
9 admission of liability or wrongdoing by Defendant.

10 The Parties stipulate and agree as follows:

11 DEFINITIONS

12 1. "Action" shall mean the lawsuit filed by Plaintiff against Defendant on or about
13 December 12, 2024, captioned *Christie Mines, on behalf of herself and all similarly situated,*
14 *Plaintiffs v. Southern Monterey County Memorial Hospital, a California nonprofit corporation;*
15 *and Does 1 through 50, inclusive, Defendants*, in the Superior Court of the State of California for
16 the County of Monterey, Case No. 24CV005289.

17 2. "Attorneys' Costs" means up to Ten Thousand Dollars (\$10,000.00), which is the
18 amount of costs allocated to Class Counsel and subject to Court approval.

19 3. "Attorneys' Fees" means up to one-third of the Gross Settlement Amount, or
20 Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$56,666.66), which is
21 the amount of attorneys' fees allocated to Class Counsel and subject to Court approval.

22 4. "Class Counsel" shall mean Larry W. Lee, Max W. Gavron, and Kwanporn "Mai"
23 Tulyathan of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

24 5. "Class Members" or "Settlement Class" shall mean all current and former non-
25 exempt employees of Defendant who received during the Class Period both non-discretionary
26 remuneration (including shift differential pay) and overtime/double time during the same pay
27 period.

28 6. "Class Notice" means the Notice of Class Action Settlement, in substantially the

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

1 same form as attached hereto as **Exhibit A**, and as approved by the Court.

2 7. "Class Period" means the period from March 8, 2023, through August 31, 2025,
3 subject to the escalator provision set forth in Paragraph 46.

4 8. "Class Released Claims" means all claims asserted in the Action, as amended,
5 and/or reasonably arising from or related to the facts and claims alleged in the Action, as
6 amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have
7 reasonably been raised in the Action, as amended, or the December 2, 2024, PAGA letter sent to
8 the LWDA based on the facts and claims alleged, including claims for unpaid overtime wages,
9 including, overtime compensation and interest; the calculation of the regular rate of pay; failure
10 to provide accurate itemized wage statements; unfair business practices related to the Class
11 Released Claims; penalties, including wage statement penalties; and attorneys' fees and costs; all
12 claims related to the Class Released Claims arising under: the Wage Orders of the California
13 Industrial Welfare Commission; and California Business and Professions Code sections 17200,
14 *et seq.*

15 9. "Class Representative" or "Plaintiff" shall mean Plaintiff Christie Mines.

16 10. "Court" means the Superior Court of the State of California for the County of
17 Monterey.

18 11. "Court's Final Order and Judgment" means the Final Order Approving Class
19 Action Settlement and Judgment in a form to be agreed upon by the Parties and approved by the
20 Court.

21 12. "Defendant's Counsel" shall mean ArentFox Schiff LLP.

22 13. "Effective Date" shall mean the date on which the Court's Final Approval Order
23 and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final"
24 only after the Court grants the Motion for Final Approval and upon service of the Notice of
25 Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is
26 filed, the sixty-first day following Notice of Entry of the Court's Order and/or Judgment; (ii) the
27 date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes
28 final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from

1 the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on
2 review of any court of appeal decision relating to the Order Granting Final Approval and/or
3 Judgment.

4 14. "Enhancement Award" shall mean the service payment of Five Thousand Dollars
5 (\$5,000) made to Plaintiff in her capacity as Class Representative, which sum is over and above
6 her *pro rata* share as a Class Member and which is subject to Court approval.

7 15. "Final Approval Hearing" shall mean the hearing where the Court shall consider,
8 without limitations, any timely objections to the settlement from Class Members, testimony from
9 the Parties or their counsel, declarations regarding the claims process from the Settlement
10 Administrator, and otherwise make a final determination regarding the fairness of the settlement
11 as set forth herein.

12 16. "Gross Settlement Amount" means the amount of One Hundred Sixty-Seven
13 Thousand Dollars (\$167,000.00), which is the maximum amount that Defendant will pay
14 pursuant to this settlement, subject to the escalator provision set forth in Paragraph 46, excluding
15 Defendant's share of payroll taxes, which shall be paid by Defendant separately and in addition
16 to the Gross Settlement Amount. The Gross Settlement Amount will be used to pay the
17 Individual Settlement Payments, Enhancement Award, Attorneys' Fees, Attorneys' Costs,
18 PAGA Award, and Settlement Administration Costs.

19 17. "Individual PAGA Payment" will be the portion of the PAGA Award payable to
20 any PAGA Settlement Member.

21 18. "Individual Settlement Payment" means the portion of the Net Settlement Amount
22 payable to any Participating Class Member.

23 19. "Net Settlement Amount" shall mean the Gross Settlement Amount less the
24 following payments in the amounts approved by the Court: Attorneys' Fees, Attorneys' Costs,
25 Enhancement Award, PAGA Award, and Settlement Administration Costs. The Net Settlement
26 Amount is to be paid to Participating Class Members as Individual Settlement Payments.

27 20. "Objection" means a Class Member's written objection to the settlement. A valid
28 Objection should include: (a) the objector's full name and current address; (b) a written

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

1 statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon
2 which the objection is based. The Objection must be returned by mail to the Settlement
3 Administrator at the specified address indicated in the Class Notice and should be postmarked on
4 or before the Response Deadline. Alternatively, a Class Member may object by appearing at the
5 Final Approval Hearing and stating his or her objection.

6 21. "PAGA Award" means the amount of Twenty Thousand Dollars (\$20,000.00),
7 which is the amount the Parties agree shall be allocated to PAGA penalties. Pursuant to the
8 PAGA, sixty-five percent (65%) of the PAGA Award, or Thirteen Thousand Dollars
9 (\$13,000.00), shall be paid to the State of California's Labor and Workforce Development
10 Agency ("LWDA"). The remaining thirty-five percent (35%), or Seven Thousand Dollars
11 (\$7,000.00), shall be distributed among PAGA Settlement Members.

12 22. "PAGA Period" means the period from December 2, 2023, through August 31,
13 2025, subject to the escalator provision in Paragraph 46.

14 23. "PAGA Released Claims" means all claims for civil penalties under PAGA
15 asserted in the Action, as amended, and/or reasonably arising from or related to the facts and
16 claims alleged in the Action, as amended, or the December 2, 2024, PAGA letter sent to the
17 LWDA, or that could have reasonably been raised in the Action, as amended, based on the facts
18 and claims alleged, including claims for penalties, attorneys' fees, and costs stemming from
19 violation of Labor Code §§ 201-203, 204, 226, 510, 1194, 1197, and 1197.1.

20 24. "PAGA Settlement Members" means all current and former non-exempt
21 employees of Defendant who during the PAGA Period received both non-discretionary
22 remuneration (including shift differential pay) and overtime/double time during the same pay
23 period.

24 25. "Participating Class Members" means individual Class Members who did not opt-
25 out of the settlement by submitting a valid Request for Exclusion as described in Paragraph 28.

26 26. "Parties" shall refer to the Plaintiff and Defendant, each of whom is a Party.

27 27. "Released Parties" means Defendant, and each of its past and present agents,
28 ~~employees, clients, officers, directors, owners, partners, trustees, representatives, attorneys,~~

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

AFSDOCS:303852397.1

1 parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors,
2 successors, insurers, joint employers, potential and alleged joint employers, temporary staffing
3 agencies, contractors, affiliates, any person and/or entity alleged to have joint liability.

4 28. "Request for Exclusion" means a written request by a Class Member indicating a
5 request to be excluded from the settlement. The Request for Exclusion must: (a) clearly state that
6 the Class Member does not wish to be included in the settlement; (b) set forth the full name and
7 current address of the Class Member requesting exclusion; (c) be signed by the Class Member;
8 (d) be returned by mail to the Settlement Administrator at the specified address indicated in the
9 Class Notice; and (e) be postmarked on or before the Response Deadline.

10 29. "Response Deadline" means forty-five (45) days after the Settlement
11 Administrator initially mails the Class Notice to Class Members, and the last date on which Class
12 Members may submit a Request for Exclusion or Objection or dispute their workweek count.
13 Class Members to whom Class Notices are re-sent after having been returned undeliverable to
14 the Administrator shall have an additional 7 calendar days beyond the Response Deadline to
15 submit a Request for Exclusion or Objection or dispute their workweek count.

16 30. "Settlement Administration Costs" means up to Six Thousand Seven Hundred and
17 Fifty Dollars (\$6,750.00), which is the amount allocated to the Settlement Administrator to
18 administer the settlement, subject to Court approval.

19 31. "Settlement Administrator" means Phoenix Settlement Administrators.

20 32. "Stipulation" or "Agreement" means this Joint Stipulation of Settlement effecting
21 the disposition of the Action and all related claims.

22 RECITALS

23 33. Plaintiff filed this Action against Defendant on December 12, 2024. On February
24 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC" or
25 "Operative Complaint"). The FAC alleges the following causes of action: (1) violation of Labor
26 Code §§ 510, 1194, 1197, and 1197.1 regarding the payment of overtime wages; (2) violation of
27 Labor Code § 226 regarding itemized wage statements; (3) violation of Business and Professions
28 Code § 17200, *et seq.* for unfair business practices; and (4) violation of Labor Code § 2698, *et*

1 *seq.* for penalties pursuant to the Private Attorneys General Act ("PAGA").

2 34. Since the filing of the Operative Complaint, the Parties have engaged in formal
3 and informal discovery, including written discovery and the exchange of class data and pay
4 records of Defendant's employees.

5 35. Defendant denies any liability or wrongdoing of any kind whatsoever associated
6 with the claims in the Action.

7 36. The Parties stipulate to certify the Settlement Class described herein for
8 settlement purposes only. The Parties' stipulation to class certification is contingent upon the
9 preliminary and final approval of the settlement. Should this Agreement not become final or not
10 be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate
11 provisionally to class certification as part of the Agreement shall have no bearing on, and shall
12 not be admissible in connection with, the issue of whether a class should be certified in a non-
13 settlement context in the Action.

14 37. It is the Parties' desire to fully, finally, and forever settle, compromise, and
15 discharge all disputes and claims arising from or related to the allegations that were asserted or
16 could have been asserted in the Action based upon the operative facts alleged or theories asserted
17 in the Operative Complaint.

18 38. It is the Parties' intention that this Agreement shall constitute a full and complete
19 settlement and release of all Class Released Claims and PAGA Released Claims against all
20 Released Parties.

21 39. It is the Parties' intention that this settlement shall not become effective until the
22 Court's order approving the settlement is final, and there is no further recourse by any Class
23 Member or other party with standing to contest or appeal the settlement.

24 40. Class Counsel have conducted a thorough investigation into the facts of this
25 Action, including an extensive review of relevant documents and data, and have diligently
26 pursued an investigation of claims of the members of the Class against Defendant. Based on their
27 own independent investigation and evaluation, Class Counsel are of the opinion that the
28 settlement with Defendant is fair, reasonable, and adequate and is in the best interest of the Class

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Members in light of all known facts and circumstances, including the risks of significant delay and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the settlement is fair and in the best interests of the Class.

41. The Parties agree to cooperate and take all steps reasonably necessary and appropriate to consummate this settlement in accordance with the terms of this Agreement, including to obtain a preliminary approval order and the Court's Final Order and Judgment, to obtain entry of judgment, to have Plaintiff execute the General Release of all claims against the Released Parties, and to have Defendant timely provide the Class Data and fund the Gross Settlement Amount.

TERMS OF SETTLEMENT

42. In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

43. It is agreed by and between Plaintiff and Defendant that this case and any claims, demands, liabilities, penalties, damages, or causes of action of any kind whatsoever claimed by Plaintiff on behalf of herself and the Class arising out of the Class Released Claims, be settled and compromised, subject to the terms and conditions set forth in this Agreement and the Court's approval.

44. Effective Date. The settlement embodied in this Agreement shall become effective only upon the Effective Date.

45. Gross Settlement Amount. To implement the terms of this settlement, Defendant agrees to pay a maximum total payment of One Hundred Sixty-Seven Thousand Dollars (\$167,000.00) ("Gross Settlement Amount"), provided that Plaintiff executes, returns, and does not revoke her General Release and the Settlement becomes final. This amount includes all payments to Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed by Defendant on such payments that are allocated to wages, which Defendant shall pay separate and apart from the Gross Settlement Amount), Enhancement Award to the Class Representative, PAGA Award to the LWDA and PAGA Settlement Members, Settlement Administration Costs, Attorneys' Fees, and Attorneys' Costs. Except as otherwise specified

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herein, Defendant shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any employer-side payroll taxes) prior to the Effective Date of this Agreement. Further, under no circumstances whatsoever shall any portion of the Gross Settlement Amount revert to Defendant, and any amount of the Gross Settlement Amount not required to pay the above-referenced costs shall be paid to Participating Class Members on a *pro rata* basis according to the formula contained herein.

46. Escalator Clause. The Gross Settlement Amount was calculated with, and is premised on, Defendant's representation that approximately 184 Class Members worked approximately 406 pay periods wherein they were paid overtime wages and non-discretionary remuneration during the same pay period, during the Class Period. If the final tally of such pay periods during the Class Period increases by more than 10% above 406, then Defendant will proportionally increase the Gross Settlement Amount based on the percentage of pay periods over and above the 10% increase (e.g., if the pay period count is 15% greater than the estimate, the Gross Settlement Amount will be increased by 5%).

47. Funding the Gross Settlement Amount. Within thirty (30) calendar days after the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The QSF shall be at a federally insured bank. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

48. Allocation of Individual Settlement Payments. The Parties agree the Net Settlement Amount shall be allocated to the Participating Class Members. The Net Settlement Amount shall be divided among the Participating Class Members on a *pro rata* basis, based upon the number of workweeks Class Members were paid overtime wages and non-discretionary remuneration during the same pay period during the Class Period. Each individual Class

1 Member's workweek number will be divided by the aggregate number of workweeks worked by
2 the entire Class during the Class Period where the Class was paid overtime wages and non-
3 discretionary remuneration in the same pay period, and then multiplied by the Net Settlement
4 Amount, to obtain his or her respective Individual Settlement Payment amount.

5 a. The Parties agree that if any Participating Class Member disputes the basis
6 for determining their share of the settlement, Defendant's records shall presumptively control
7 unless the Participating Class Member can produce evidence of other weeks worked during the
8 relevant time period. Upon the submission of such evidence, the Settlement Administrator will
9 make a determination as to any such dispute, which shall be final and binding.

10 b. Eighty percent (80%) of the Individual Settlement Payment shall be
11 classified as penalties and interest, and the remaining twenty percent (20%) shall be classified as
12 wages.

13 c. Within ten (10) calendar days of the transfer to the Settlement
14 Administrator of the Gross Settlement Amount, the Settlement Administrator shall issue to each
15 Participating Class Member his/her Individual Settlement Payment.

16 d. Participating Class Members shall have one hundred eighty (180) days
17 from the date of issuance of the Individual Settlement Payment to negotiate the check. Any
18 Individual Settlement Payment not cashed within 180 days shall be paid to the following *cy pres*
19 recipient in accordance with California Code of Civil Procedure § 384: Legal Aid at Work.
20 Participating Class Members will be bound by the settlement regardless of whether they cash
21 their Individual Settlement Payment. The Settlement Administrator shall distribute the funds
22 from uncashed checks in advance of the deadline to submit its accounting declaration.

23 49. Individual Settlement Payments Do Not Trigger Additional Benefits. All
24 Individual Settlement Payments shall be deemed to be income solely in the year in which such
25 payments are actually received by the Participating Class Members. It is expressly understood
26 and agreed that the receipt of such Individual Settlement Payment will not entitle any
27 Participating Class Member to additional compensation or benefits under any company bonus,
28 contest, or other compensation or benefit plan or agreement in place (including, but not limited

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1 to, health and welfare benefits) during the period covered by the settlement, nor will it entitle any
2 Participating Class Member to any increased retirement, 401(k) benefits or matching benefits, or
3 deferred compensation benefits. It is the intent of this settlement that the Individual Settlement
4 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
5 Participating Class Members in connection with this settlement, and that the Participating Class
6 Members are not entitled to any new or additional compensation or benefits as a result of having
7 received the payments (notwithstanding any contrary language or agreement in any benefit or
8 compensation plan document that might have been in effect during the period covered by this
9 settlement).

10 50. Settlement Administrator. The Settlement Administrator shall be Phoenix
11 Settlement Administrators. The Settlement Administrator will maintain acceptable electronic and
12 physical security protocols to adequately protect and safeguard the private employee information
13 it will have access to as a result of the settlement distribution process. The fees and expenses of
14 the Settlement Administrator, which are currently estimated to be approximately Six Thousand
15 Seven Hundred and Fifty Dollars (\$6,750.00), shall be paid through the Gross Settlement
16 Amount. Should the Court approve a lesser amount of Settlement Administration Costs, the
17 difference between the lesser amount and the estimated amount set forth above shall be added
18 back into the Net Settlement Amount.

19 51. Attorneys' Fees and Attorneys' Costs. Subject to the Court's approval, Class
20 Counsel shall be allowed to seek attorneys' fees in an amount up to Fifty-Six Thousand Six
21 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$56,666.66) and litigation costs up to a total
22 sum of Ten Thousand Dollars (\$10,000.00). Defendant will not object to Class Counsel's
23 application for attorneys' fees and costs in these amounts. The amounts set forth above will
24 cover all work performed and all fees and costs incurred to date, and all work to be performed
25 and all fees and costs to be incurred in the future in connection with the approval by the Court of
26 this Agreement and the administration of the settlement. Should Class Counsel request a lesser
27 amount, or should the Court approve a lesser amount of Attorneys' Fees or Attorneys' Costs, the
28 difference between the lesser amount and the maximum amount set forth above shall be added

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1 back into the Net Settlement Amount. Class Counsel's attorney fees and costs shall be paid to
2 Class Counsel within ten (10) calendar days of the transfer to the Settlement Administrator of the
3 Gross Settlement Amount.

4 52. Class Representative Enhancement Award. Subject to the Court's approval,
5 Plaintiff shall be allowed to seek an Enhancement Award of up to a maximum of Five Thousand
6 Dollars (\$5,000.00) as reimbursement for her service as Class Representative. Defendant will not
7 object to Plaintiff's application for the Enhancement Award to the Class Representative in this
8 amount. It is understood that the Enhancement Award is in addition to any Individual Settlement
9 Payment and/or Individual PAGA Payment to which Plaintiff is entitled. The Enhancement
10 Award shall be paid to the Class Representative from the Gross Settlement Amount within ten
11 (10) calendar days of the transfer to the Settlement Administrator of the Gross Settlement
12 Amount. Should the Court approve a lesser amount of Enhancement Award, the difference
13 between the lesser amount and the maximum amount set forth above shall be added back into the
14 Net Settlement Amount.

15 53. PAGA Award. Subject to the Court's Approval, up to a maximum of Twenty
16 Thousand Dollars (\$20,000.00) shall be set aside for the payment of penalties for the PAGA
17 Released Claims. Pursuant to the PAGA, sixty-five percent (65%) of the PAGA Award, or
18 Thirteen Thousand Dollars (\$13,000.00), shall be paid to the LWDA. The remaining thirty-five
19 percent (35%), or Seven Thousand Dollars (\$7,000.00), shall be distributed among PAGA
20 Settlement Members on a *pro rata* basis. The PAGA Award shall constitute a complete payment
21 of PAGA penalties for, and shall fully and finally resolve, the PAGA Released Claims.

22 a. Thirty-five percent (35%) of the PAGA Award shall be divided among the
23 PAGA Settlement Members on a *pro rata* basis, based upon the number of pay periods worked
24 during the PAGA Period. Each individual PAGA Settlement Member's pay period number will
25 be divided by the aggregate number of pay period worked by the PAGA Settlement Members
26 during the PAGA Period, and then multiplied by the thirty-five percent (35%) of the PAGA
27 Award, to obtain his or her respective Individual PAGA Payment amount.

28 ~~b. One hundred percent (100%) of the Individual PAGA Payment shall be~~

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1 classified as penalties.

2 c. Within ten (10) calendar days of the transfer to the Settlement
3 Administrator of the Gross Settlement Amount, the Settlement Administrator shall issue to each
4 PAGA Settlement Employee his/her Individual PAGA Payment.

5 d. PAGA Settlement Employees shall have one hundred eighty (180) days
6 from the date of issuance of the Individual PAGA Payment to negotiate the check. Any
7 Individual PAGA Payment not cashed within 180 days shall be paid to the following *cy pres*
8 recipient in accordance with California Code of Civil Procedure § 384: Legal Aid at Work.
9 PAGA Settlement Employees will be bound by the Settlement regardless of whether they cash
10 their Individual PAGA Payment.

11 54. Tax Forms. The Settlement Administrator shall be responsible for issuing the
12 payments and withholding all required state and federal taxes in accordance with this Stipulation.
13 The Settlement Administrator will issue IRS Form W-2 with respect to the amounts paid as
14 wages to the Participating Class Members and IRS Form 1099 with respect to the amounts paid
15 as penalties and interest to the Participating Class Members and PAGA Settlement Employees.
16 The Settlement Administrator will also issue IRS Form 1099 to: (1) Plaintiff for the
17 Enhancement Award for her service as Class Representative; and (2) Class Counsel for the
18 amount paid for approved Attorneys' Fees and Attorneys' Costs. The Settlement Administrator
19 will be responsible for preparing these forms correctly. The Settlement Administrator shall also
20 be responsible for submitting Defendant's share of payroll taxes to the appropriate government
21 agencies on behalf of Defendant. Plaintiff and Class Counsel will be responsible for correctly
22 characterizing this compensation for tax purposes and for paying any taxes on the amounts
23 received.

24 55. Indemnification. Plaintiff and Class Counsel acknowledge and agree that they are
25 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
26 associated with their respective allocated portions of the payments described herein, and agree to
27 indemnify, defend, and hold the Released Parties harmless from any and all claims by any
28 Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid

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her or their share of taxes associated with the payments set forth in this Agreement. The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any or all Federal, State, and Local taxes or penalties associated with payments to Plaintiff and Participating Class Members, and further acknowledge and agree that Class Counsel does not agree to indemnify, defend, or hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Plaintiff or Participating Class Members failed to pay or underpaid their share of taxes associated with the payments set forth in this Agreement.

56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS/HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

4 **NOTICE TO THE SETTLEMENT CLASS**

5 57. Within thirty (30) calendar days of preliminary approval of this settlement by the
6 Court, Defendant shall provide to the Settlement Administrator a Microsoft Excel spreadsheet
7 consisting of the names, last known home addresses, Social Security numbers, total number of
8 workweeks where Class Members were paid overtime wages and non-discretionary remuneration
9 during the same pay period by each Class Member during the Class Period, and total number of
10 pay periods wherein PAGA Settlement Members were paid overtime wages and non-
11 discretionary remuneration during the same pay period, during the PAGA Period ("Class Data").

12 58. The Class Data is being provided confidentially and the Settlement Administrator
13 (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and
14 appropriate administrative, physical, and technical safeguards for any personally identifiable
15 information ("PII"), which it receives from Defendant's Counsel and/or Class Counsel; (2) not
16 disclose the PII to third parties, including agents or subcontractors, without Defendant's consent;
17 (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and
18 (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use,
19 disclosure, modification, or destruction. The Settlement Administrator may provide notice to
20 both parties if the PII is subject to unauthorized access, use, disclosure, modification, or
21 destruction; however, all additional communications from the Settlement Administrator
22 regarding the scope, circumstances, and substance shall be communicated solely to Defendant.
23 The Class Data is to be used only to carry out the Settlement Administrator's duties as specified
24 in this Agreement.

25 59. The Settlement Administrator shall send a Notice of Class Action Settlement to
26 each Class Member by First Class U.S. Mail within ten (10) calendar days of receipt of the Class
27 Data. Prior to mailing the Class Data, the Settlement Administrator shall update the addresses of
28 the Class Members by reference to the National Change of Address Database maintained by the

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1 United States Postal Service. If a Class Notice is returned as non-deliverable but with a
2 forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding
3 address within five (5) calendar days. If a Class Notice is returned as non-deliverable with no
4 forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate
5 the most current address of the person to whom the Class Notice was addressed, and shall resend
6 within five (5) calendar days the Class Notice to any updated address. Upon completion of these
7 steps, the Parties shall be deemed to have satisfied their obligations to provide the Class Notice
8 to the affected Class Members.

9 60. The Settlement Administrator shall provide to the Court, concurrently with
10 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with
11 regard to the mailing of the Class Notices.

12 61. The Settlement Administrator shall also be responsible for:

- 13 a. Mailing the Class Notice as directed by the Court;
- 14 b. Consulting with counsel for the Parties concerning any relevant issue,
15 including (without limitation) the estimated amounts of approximate Individual Settlement
16 Payment and/or Individual PAGA Payment, and the acceptance of any late or deficient disputes;
- 17 c. Keeping track of timely and proper Requests for Exclusion;
- 18 d. Calculation and distribution of Individual Settlement Payments and
19 Individual PAGA Payments;
- 20 e. Providing weekly status reports to counsel for the Parties, including: (a)
21 the number of Class Notices mailed; (b) the number of disputes received (and sending copies of
22 said disputes); (c) the number of Objections received; and (d) the number of Requests for
23 Exclusion received.
- 24 f. Notifying Defendant's Counsel of the wiring instructions to fund the
25 Settlement Amount as approved by the Court;
- 26 g. Distributing and paying the Individual Settlement Payments, Enhancement
27 Award to Plaintiff, PAGA Award to the LWDA and PAGA Settlement Members, and Attorneys'
28 Fees and Attorneys' Costs awarded to Class Counsel;

1 h. Issuing tax forms and addressing employer and employee-side payroll
2 taxes;

3 i. Distributing uncashed checks to the designated *cy pres* recipient; and

4 j. Such other tasks as the Parties mutually agree or the Court orders the
5 Settlement Administrator to perform, including responding to questions from Class Members.

6 62. Certification of Completion. Upon completion of administration of the settlement,
7 the Settlement Administrator shall provide a written declaration under oath to certify such
8 completion to the Court and counsel for all Parties, including information regarding the number
9 of individuals who submitted Requests for Exclusion from the settlement, if any, and the number
10 of Objections to the settlement, if any.

11 **REQUESTS FOR EXCLUSION**

12 63. Each Class Member shall have forty-five (45) calendar days from the mailing of
13 the Class Notice within which to complete and mail a written Request for Exclusion, for return to
14 the Settlement Administrator. The Request for Exclusion need not be in any particular form and
15 will be considered a valid Request for Exclusion so long as it communicates a clear desire by the
16 Class Member not to be included in the settlement and/or Class and identifies his/her full name
17 and current address, along with his/her signature. No Requests for Exclusion shall be accepted if
18 postmarked after the Response Deadline. Class Members are responsible for maintaining a
19 photocopy of their Request for Exclusion, reflecting that it was submitted in a timely manner.
20 Any disputes regarding the timeliness of a Request for Exclusion or whether a written
21 communication constitutes a valid request that cannot be resolved between the Parties shall be
22 determined by the Court, whose determination shall be final.

23 64. Any Class Member who validly excludes him/herself from this settlement shall
24 not be bound by this Agreement and shall not be entitled to any portion of the Net Settlement
25 Amount. However, a Class Member who validly excludes him/herself from the Settlement may
26 also be considered a PAGA Settlement Member under the terms of the Agreement. PAGA
27 Settlement Members may not exclude themselves from the portion of the settlement that pertains
28 to PAGA Released Claims and will receive a portion of the PAGA Award in consideration of the

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1 release of PAGA Released Claims even if they request to exclude themselves from the class
2 portion of the settlement. To the maximum extent permitted by law, any Class Member who
3 submits a valid Request for Exclusion may not object to the Settlement. If a Class Member
4 submits both a Request for Exclusion and an Objection, the Class Member's Request for
5 Exclusion will be deemed to invalidate the Objection.

6 65. The Settlement Administrator shall furnish Defendant with the number and
7 percentage of valid and timely Requests for Exclusion within fourteen (14) calendar days of the
8 forty-five (45) day response period. If five percent (5%) or more of the Class Members opt out of
9 the settlement by submitting valid and timely Requests for Exclusion, Defendant shall have the
10 right in its sole discretion to rescind and void the Parties' settlement at any time before final
11 approval by the Court, by providing written notice to Class Counsel at least forty-five (45)
12 calendar days prior to the final fairness hearing. Defendant shall meet and confer with Class
13 Counsel before withdrawing from the settlement pursuant to this provision. If Defendant
14 exercises this option, Defendant shall pay all Settlement Administration Costs incurred up to that
15 date.

16 **OBJECTIONS TO THE SETTLEMENT**

17 66. Each Class Member shall have forty-five (45) calendar days from the mailing of
18 the Class Notice, or such number of days as the Court shall specify, within which to mail an
19 Objection, for return to the Settlement Administrator. Any Class Member wishing to object to
20 the approval of this settlement ("Objecting Class Member") shall inform the Court and the
21 Parties in the Objection of (1) full name and current address of the Objecting Class Member; (2)
22 the specific reason(s) for the objection; and (3) shall also provide any and all evidence and
23 supporting papers (including, without limitation, all briefs, written evidence, and declarations) to
24 be considered by the Court. Any Objecting Class Member who wishes to appear at the
25 Settlement Hearing and be heard orally in support of or in opposition to the settlement, must
26 state so in the written Objection. Even if a Class Member does not submit a written Objection, he
27 or she may be heard orally by the Court by appearing at the Final Approval Hearing and stating
28 their objection.

1 67. The Settlement Administrator shall furnish the Parties with copies of all
2 Objections submitted by Objecting Class Members within three (3) business days of receipt.

3 68. Counsel for the Parties shall file any response to the Objections submitted by
4 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final
5 Approval Hearing.

6 69. At no time shall any of the Parties or their counsel seek to solicit or otherwise
7 encourage Class Members to submit written Objections to the settlement or to appeal from the
8 Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with
9 respect to any such objections to this settlement.

10 **RELEASE BY PLAINTIFF, PARTICIPATING CLASS MEMBERS, AND PAGA**

11 **SETTLEMENT MEMBERS**

12 70. General Release by Plaintiff. Upon the Effective Date and funding of the Gross
13 Settlement Amount, and as a condition of receiving any portion of her Class Representative
14 Enhancement Award, Plaintiff, for herself only, agrees to the additional following General
15 Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff
16 hereby fully releases and forever discharges the Released Parties from any and all claims, known
17 and unknown, under federal, state, and/or local law, including but not limited to claims arising
18 from or related to her employment with Defendant and her compensation while an employee of
19 Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not
20 limited to, all claims asserted in the Action, as amended, and/or arising from or related to the
21 Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf. Plaintiff's
22 Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay
23 minimum wages, straight time compensation, overtime, and interest; the calculation of the
24 regular rate of pay; wages related to alleged illegal time rounding; meal and rest period
25 premiums; failure to provide meal periods; failure to authorize and permit rest periods;
26 reimbursement for all necessary business expenses; payment for all hours worked, including off-
27 the-clock work; failure to pay vacation wages; timely payment of wages due; wage statements;
28 unlawful deductions; failure to keep accurate records; unfair business practices; penalties,

1 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage
2 penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims
3 include all claims arising under the California Labor Code; all claims arising under: the Wage
4 Orders of the California Industrial Welfare Commission; the California Private Attorneys
5 General Act ("PAGA"); California Business and Professions Code sections 17200, *et seq.*; the
6 California Civil Code; California Code of Civil Procedure § 1021.5; the California common law
7 of contract; the FLSA; federal common law; and the Employee Retirement Income Security Act.
8 Plaintiff's Released Claims also include all claims for lost benefits, emotional distress,
9 retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local
10 laws for discrimination, harassment, retaliation, and wrongful termination; and the law of
11 contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's
12 Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers
13 facts in addition to or different from those that she now knows or believes to be true with respect
14 to the subject matter of Plaintiff's Released Claims, those claims will remain released and
15 forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and
16 benefits of section 1542 of the California Civil Code, which reads:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
18 **THAT THE CREDITOR OR RELEASING PARTY DOES**
19 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
20 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
21 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
22 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
23 **WITH THE DEBTOR OR THE RELEASED PARTY.**

24 In addition to Plaintiff's general release of claims, Defendant agrees to forgive any
25 allegedly outstanding balances owed by Plaintiff to Defendant related to her relocation costs
26 and/or signing bonus, given her separation of employment with Defendant.

27 71. Class Released Claims. Upon the Effective Date and funding of the Gross
28 Settlement Amount, and except as to such rights or claims as may be created by this Agreement,
Plaintiff and each Participating Class Member agrees to fully release and discharge the Released
Parties from the Class Released Claims that arose during the Class Period.

1 72. PAGA Released Claims. Upon the Effective Date and funding of the Gross
2 Settlement Amount, and except as to such rights or claims as may be created by this Agreement,
3 Plaintiff, on behalf of the State of California and PAGA Settlement Members, agrees to fully
4 release and discharge the Released Parties from the PAGA Released Claims that arose during the
5 PAGA Period.

6 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

7 73. Class Counsel shall promptly submit this Joint Stipulation of Settlement to the
8 Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court
9 as to whether the proposed settlement is within the range of possible judicial approval.
10 Defendant does not intend to oppose Plaintiff's Motion for Preliminary Approval provided such
11 motions and supporting papers are consistent with the terms of this Agreement. Class Counsel
12 shall provide Defendant's Counsel with a draft of the Motion for Preliminary Approval and
13 supporting papers, and the proposed preliminary approval order, for review and opportunity to
14 provide comments within a reasonable time after this Agreement is executed and shall make their
15 best efforts to do so at least two (2) business days prior to filing the Motion for Preliminary
16 Approval. Promptly upon execution of this Agreement, Class Counsel shall apply to the Court
17 for the entry of an order substantially in the following form:

18 a. Scheduling of the Final Approval Hearing on the question of whether the
19 proposed settlement, including payment of Attorneys' Fees, Attorneys' Costs, Class
20 Representative Enhancement Award, and PAGA Award should be finally approved as fair,
21 reasonable, and adequate as to the Participating Class Members and PAGA Settlement Members;

22 b. Certifying the Settlement Class;
23 c. Approving the Class Notice;
24 d. Directing the mailing of the Class Notice by First Class U.S. Mail to Class
25 Members; and

26 e. Preliminarily approving the settlement subject only to the objections of the
27 Class Members and final review by the Court.

28 74. Class Counsel shall be responsible for ensuring that all documents necessary for

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

1 final settlement approval are filed with the Court in advance of the Final Approval Hearing
2 within the time frame set by the Court so that the Court will have a sufficient basis upon which
3 to evaluate and approve the settlement, including a final report by the Settlement Administrator,
4 a duly noticed Motion for Final Approval, and a proposed final approval order and proposed
5 judgment. The Parties will cooperate to finalize the motion for final settlement approval and
6 supporting papers to be prepared by Class Counsel. Class Counsel shall provide Defendant's
7 Counsel with a draft of the Motion for Final Approval and supporting papers, the proposed final
8 approval order, and the proposed judgment for review and opportunity to provide comments.
9 Class Counsel shall make their best efforts to do so at least two (2) business days prior to filing
10 the Motion for Final Approval.

11 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

12 75. Following final approval by the Court of the settlement provided for in this
13 Stipulation, Class Counsel shall submit a proposed Final Order and Judgment in approximately
14 the following form: approving the settlement, adjudging the terms thereof to be fair, reasonable,
15 and adequate, and directing consummation of its terms and provisions including the approval of
16 Class Counsel's application for an award of attorneys' fees and costs and the Enhancement
17 Award to the Class Representative.

18 **PARTIES' AUTHORITY**

19 76. The signatories hereto hereby represent that they are fully authorized to enter into
20 this Agreement and bind the Parties hereto to the terms and conditions thereof.

21 **MUTUAL FULL COOPERATION**

22 77. The Parties agree to fully cooperate with each other to accomplish the terms of
23 this Agreement, including, but not limited to, execution of such documents and taking of such
24 action as reasonable may be necessary to implement the terms of this Agreement. The Parties to
25 this Agreement shall use their best efforts, including all efforts contemplated by this Agreement
26 and any other efforts that may become necessary by order of the Court, or otherwise, to
27 effectuate this Agreement and the terms set forth herein. As soon as practicable after execution
28 of this Agreement, Class Counsel shall take all necessary steps to secure the Court's final

1 approval of this Agreement.

2 78. The Parties and their respective counsel agree that they will not attempt to
3 encourage or discourage Class Members from filing Requests for Exclusion.

4 **DISPUTES REGARDING REMAINING TERMS OF THE SETTLEMENT**

5 79. If the Parties have a dispute with regard to the terms of the Agreement, the Parties
6 agree to informally resolve the dispute prior to seeking Court intervention.

7 **NO PRIOR ASSIGNMENTS**

8 80. The Parties and their respective counsel represent, covenant, and warrant that they
9 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
11 cause of action, or right herein released and discharged except as set forth herein.

12 **NO ADMISSION**

13 81. Nothing contained herein, nor the consummation of this Agreement, is to be
14 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
15 of Defendant. Each of the Parties hereto has entered into this Agreement solely with the intention
16 to avoid further disputes and litigation with the attendant inconvenience and expenses.

17 82. The Parties are agreeing to class certification for settlement purposes only. This
18 Agreement shall not constitute, in this or any other proceeding, an admission of any kind by
19 Defendant, including without limitation, that certification of a class for trial or any other purpose
20 is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite
21 elements for class treatment of any of the claims in this Action. If, for any reason, the settlement
22 is not finally approved, this Agreement will be void and the Parties will be restored to their
23 respective positions in the lawsuit as if they had not entered into this Agreement. The Parties
24 further agree that this Agreement or any documents or orders issued related to this settlement
25 will not be admissible, other than according to the settlement's terms, in this or any other
26 proceeding as evidence that either: (i) a class action should be certified, or (ii) any Defendant or
27 Released Party is liable to Plaintiff or any Class Member.

28 **BREACH AND ENFORCEMENT ACTIONS**

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

NOTICES

To Plaintiff, the Settlement Class, and Class Counsel:

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

To Defendant and Defendant³⁴'s Counsel:

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT

DANIEL J. MCQUEEN (SBN 217498)
daniel.mcqueen@afslaw.com
BRETT D. YOUNG (SBN 305657)
brett.young@afslaw.com
AMANDA PETERSON (SBN 333139)
amanda.peterson@afslaw.com
ARENTFOX SCHIFF LLP
555 S. Flower St.,
43rd Floor
Los Angeles, CA 90071
Telephone: 213.629.7400
Facsimile: 213.629.7401

CONSTRUCTION

85. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's length negotiations between the Parties, and this Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Agreement.

CAPTIONS AND INTERPRETATIONS

86. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision of it. Each term of this Agreement is contractual and not merely a recital.

MODIFICATION

87. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties and/or their attorneys and approved by the Court.

INTEGRATION CLAUSE

88. This Agreement and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

CALIFORNIA LAW GOVERNS

1 89. All terms of this Agreement and Exhibits hereto shall be governed by and
2 interpreted according to the laws of the State of California.

3 **INVALIDITY OF ANY PROVISION**

4 90. Before declaring any provision of this Agreement invalid, the Court shall first
5 attempt to construe the provision as valid to the fullest extent possible consistent with applicable
6 precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid,
7 illegal, or unenforceable provision determined by the Court shall in no way affect any other
8 provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class,
9 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
10 never been included in this Agreement.

11 **CONFIDENTIALITY**

12 91. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
13 agree that the negotiations and discussions preceding submission of the settlement to the Court
14 for preliminary approval shall remain strictly confidential, unless otherwise agreed to by the
15 Parties or unless otherwise ordered by the Court.

16 92. The Parties and their counsel agree that they will not issue any press releases,
17 initiate any contact with the press, respond to any press inquiry, or post information on any social
18 media or website about the fact, amount, or terms of the settlement. This provision shall not
19 prevent the disclosure of such information by Plaintiff and Class Counsel: (1) as required by law;
20 (2) as required under the terms of the settlement; or (3) as required under counsel's duties and
21 responsibilities as Class Counsel, regarding the specific terms of the settlement. In all other
22 cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
23 settlement, whether oral, written, or electronic, to say the Action has been resolved and that
24 Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is
25 intended to interfere with Class Counsel's duties and obligations to faithfully discharge their
26 duties as Class Counsel, including but not limited to, communicating with Class Members
27 regarding the settlement. Nothing in this Paragraph is intended to prevent Class Counsel, for the
28 limited purpose of establishing adequacy of counsel in future actions, to reference the Action

only by name and case number in a declaration establishing adequacy as class or representative counsel.

BINDING ON ASSIGNS

93. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

94. It is agreed that because the Participating Class Members are so numerous, it is impossible or impractical to have each member execute this Agreement. The Notice of Class Action Settlement, **Exhibit A** hereto, will advise the Settlement Class of the binding nature of the release, and the release shall have the same force and effect as if this Agreement were executed by each member.

COUNTERPARTS

95. This Agreement may be executed in counterparts and by electronic signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement binding upon and effective as to all parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement between Plaintiff and Defendant as of the date(s) set forth below:

DATED: 10/1/2025

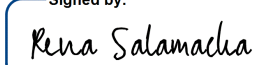
PLAINTIFF

DocuSigned by:

Christie Mines

DATED: 10/3/2025

DEFENDANT SOUTHERN MONTEREY
COUNTY MEMORIAL HOSPITAL

Signed by:

73814E16AFD9447
Chief Executive Officer, Title

APPROVED AS TO FORM AND CONTENT:

DATED: 10/1/2025

DIVERSITY LAW GROUP, P.C.



Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Christie Mines, on behalf
of herself and the Class

DATED: 10/1/2025

POLARIS LAW GROUP



William L. Marder
Attorneys for Plaintiff Christie Mines, on behalf
of herself and the Class

DATED: 10/1/2025

ARENTFOX SCHIFF LLP



Daniel J. McQueen
Brett D. Young
Amanda B. Peterson
Attorneys for Defendant Southern Monterey
County Memorial Hospital

EXHIBIT A

**IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

Christie Mines v. Southern Monterey County Memorial Hospital, Case No. 24CV005289

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH THIS SETTLEMENT. TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

1. WHY DID I GET THIS NOTICE?

You received this Notice because you are eligible to receive a payment from a proposed settlement (the “Settlement”) in the class action lawsuit entitled *Christie Mines v. Southern Monterey County Memorial Hospital*, Case No. 24CV005289 (the “Action”). Defendant Southern Monterey County Memorial Hospital has agreed to pay a total of \$167,000 (the “Gross Settlement Amount”) to settle all claims arising out of the Action. There was a hearing on [REDACTED], in the Superior Court of the State of California for the County of Monterey, where the Honorable Thomas W. Wills preliminarily approved the Settlement as being fair and reasonable. The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

2. WHAT IS THE ACTION ABOUT?

Plaintiff filed this Action against Defendant on December 12, 2024. The First Amended Complaint alleges: (1) violation of Labor Code §§ 510, 1194, 1197, and 1197.1 regarding overtime wages; (2) violation of Labor Code § 226 regarding itemized wage statements; (3) violation of Business and Professions Code § 17200, *et seq.* for unfair business practices; and (4) violation of Labor Code § 2698, *et seq.* for civil penalties.

Defendant denies all allegations of wrongdoing and maintains it complied with all applicable laws at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more people sue on behalf of other people who have similar claims. Here, Plaintiff seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the orders made in the case (regardless of whether the class wins or loses), and may not file his or her own lawsuit on the same claims. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes all current and former non-exempt employees of Defendant who received during the Class Period both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period (the “Settlement Class” or “Class Member(s)”). The period starting on March 8, 2023, and ending on August 31, 2025, is the “Class Period.” You are receiving this Notice because Defendant’s records show that you are a Class Member.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Both sides think they could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation and the individuals potentially affected will get compensation. Plaintiff and counsel for the Plaintiff (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant has agreed to pay \$167,000 (“the Gross Settlement Amount”) to settle all class claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used to pay (a) attorneys’ fees of up to one-third of the Gross Settlement Amount, or \$56,666.66, and litigation costs up to \$10,000; (b) an “enhancement award” to Plaintiff as the Class Representative of \$5,000; (c) settlement administration costs up to \$6,750.00; and (d) PAGA penalties in the amount of \$20,000. The amount of money remaining after all of these payments (the “Net Settlement Amount”) will be distributed to Class Members who do not opt out of the Settlement (the “Participating Class Members”).

Participating Class Members who do not opt out will each receive a payment (“Individual Settlement Payment”) representing their *pro rata* share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

By statute, penalties paid under Labor Code § 2699, the Private Attorneys General Act (“PAGA”), are distributed to the California Labor and Workforce Development Agency (“LWDA”) and aggrieved employees. The LWDA will receive 65% of the PAGA penalties, or \$13,000. The remaining 35%, or \$7,000, will be distributed to the following aggrieved employees: all current and former non-exempt employees of Defendant who during the PAGA Period received both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period (“PAGA Settlement Members”). PAGA Settlement Members will receive their *pro rata* share of the PAGA penalties, based upon the number of qualifying pay periods worked during the PAGA Period. The period starting on December 2, 2023, and ending on August 31, 2025, is the “PAGA Period.”

Based on Defendant’s records, the number of workweeks you worked during the Class Period where you were paid overtime/doubletime and non-discretionary remuneration in the same pay period is <<WorkWeeks>> and your estimated Individual Settlement Payment is \$<<EstimatedClassAward>>. Of this amount, 20% will be considered wages and the remaining 80% will be considered penalties and interest. The amounts classified as wages will be reported on an IRS Form W-2, and the amounts classified as interest and penalties will be reported on an IRS Form 1099.

[IF APPLICABLE] Based on Defendant’s records, the number of pay periods you worked during the PAGA Period where you were paid overtime/doubletime and non-discretionary remuneration in the same pay period is <<PayPeriods>> and your estimated Individual PAGA Payment is \$<<EstimatedPAGAAward>>. Of this amount, 100% will be considered penalties, and will be reported on an IRS Form 1099.

If you believe the number of estimated workweeks and/or pay periods is incorrect, you may dispute the estimate and provide evidence in the form of paystubs or other documents to show what you believe is the correct estimate. You must provide this evidence to the Administrator on or before <<45 Days from Mailing Date>>. Unless you produce evidence by the due date, Defendant’s records will be presumed to be correct.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. You will receive payment on or around <<45 days from final approval date>>, if the Court approves the Settlement and no written

objections or appeals are filed. Upon receipt of your settlement check, it will be your responsibility to cash the check before <<180 days from the check's issuance>>. Checks that are not cashed or negotiated by <<180 days from the check's issuance>> will become void and be transmitted to the *cy pres* recipient, Legal Aid at Work.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement, each Participating Class Member will release the Released Parties from any and all Class Released Claims arising during the Class Period.

The Released Parties consist of:

Defendant, and each of its past and present agents, employees, clients, officers, directors, owners, partners, trustees, representatives, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, contractors, affiliates, any person and/or entity alleged to have joint liability ("Released Parties").

The Class Released Claims are as follows:

all claims asserted in the Action, as amended, and/or reasonably arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have reasonably been raised in the Action, as amended, or the December 2, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged, including claims for unpaid overtime wages, including, overtime compensation and interest; the calculation of the regular rate of pay; failure to provide accurate itemized wage statements; unfair business practices related to the Class Released Claims; penalties, including wage statement penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200, *et seq.* ("Class Released Claims").

If you are a Class Member and you do not opt out of the Settlement, you will be deemed to have entered into this release and to have released the above-described Class Released Claims. If the Settlement is approved by the Court and becomes final, you will release the Class Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

In addition, if you are a PAGA Settlement Member, after the Court has approved the Settlement, each PAGA Settlement Member will release the Released Parties from any and all PAGA Released Claims arising during the PAGA Period.

The PAGA Released Claims are as follows:

all claims for civil penalties under PAGA asserted in the Action, as amended, and/or reasonably arising from or related to the facts and claims alleged in the Action, as amended, or the December 2, 2024, PAGA letter sent to the LWDA, or that could have reasonably been raised in the Action, as amended, based on the facts and claims alleged, including claims for penalties, attorneys' fees, and costs stemming from violation of Labor Code §§ 201-203, 204, 226, 510, 1194, 1197, and 1197.1 ("PAGA Released Claims").

Regardless of whether you opt out of the Settlement as a Class Member, you may not opt-out from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA Released Claims if the Settlement is approved by the Court and becomes final.

If 5% or more of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendant shall have the right to rescind and void the Parties’ settlement at any time before final approval by the Court, by providing written notice to Class Counsel at least 45 calendar days prior to the final fairness hearing. However, before this happens, the Parties have agreed to speak about whether the proposed settlement could still move forward.

9. WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the terms of the class portion of the Settlement, you must submit a Request for Exclusion (“opt out”) by sending written notice of your intention to opt out to the Settlement Administrator at its address listed below:

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o _____
Address
Address

The Request for Exclusion must be in writing and must: (a) clearly state that the Class Member does not wish to be included in the settlement; (b) set forth the full name and current address of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice; and (e) be postmarked on or before **<<45 days from mailing date>>**.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive an Individual Settlement Payment or object to the terms of the Settlement. You will not be bound by the release of Class Released Claims described above, and you may pursue any claims you may have (with the exception of any PAGA Released Claims), at your own expense, against Defendant.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement as outlined in Section 9 above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment. You may submit your written objection by sending it to the Settlement Administrator at its address listed below:

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o _____
Address
Address

Your written objection must include: (a) the objector’s full name and current address; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice and should be postmarked on or before **<<45 days from mailing date>>**. You may also appear yourself or through an attorney you hire at the Final Approval Hearing to object, if you’d like. You may not opt out and object. If you opt-out and submit an objection, your request to opt out will invalidate your objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request an incentive payment of \$5,000 for her services as the Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided the law firms of Diversity Law Group, P.C. and Polaris Law Group, which represent Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. The law firm is referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is as follows:

Larry W. Lee
Max W. Gavron
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214

If you have questions about the case or the Settlement, you should contact Class Counsel.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed one-third of the Gross Settlement Amount, or \$56,666.66, and litigation costs up to \$10,000. These fees will serve to compensate Class Counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. Class Counsel have already spent many hours investigating this case, reviewing payroll records and other information provided by Defendant, researching the claims, and negotiating this Settlement. They will incur additional hours overseeing the final approval. Class Counsel has not been paid for any of their services, to date.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for service awards to Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> at <<time>> a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. However, you have the right to attend and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you are not required to do so. You may ask the Court for permission to speak at the Final Approval Hearing if you have not chosen to opt-out from the Settlement.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation of Settlement, the Court's Preliminary Approval Order, and other filed documents related to Plaintiff's lawsuit and this Settlement, please visit the Clerk's Office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

If you need more information or have any questions, you may contact the Settlement Administrator at the address and telephone number listed below, toll-free.

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o _____
Address
Address
Toll-free No.:

You may also contact Class Counsel, whose contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment, Individual PAGA Payment (if applicable), and applicable tax forms if the Court approves this Settlement. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE.**