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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF ALAMEDA**

18
19 MAYBELYN UGALE on behalf of herself
and all others similarly situated,,

20 Plaintiff,

21 vs.

22 STANFORD HEALTH CARE, a California
23 corporation; THE HOSPITAL COMMITTEE
for the LIVERMORE-PLEASANTON
24 AREAS d/b/a STANFORD HEALTH CARE-
VALLEYCARE, a California corporation and
25 DOES 1 through 50, inclusive,

26 Defendants.
27
28

Case No. RG21092943
Consolidated with 23CV040727 (Lead Case
RG21092943)

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Patrick McKinney
Dept.: 18

**DECLARATION OF LANCE DACRE IN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF LANCE DACRE

I, Lance Dacre, declare as follows:

1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiffs in the case of *Maybelyn Ugale v. Stanford Health Care et al.* (Alameda County Case No. RG21092943). I submit this declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. On or about March 19, 2021, Plaintiff Ugale filed a wage and hour Complaint against Stanford Health in Alameda County Superior Court, case number RG21092943, alleging causes of action for: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages; (5) the knowing and intentional failure to comply with itemized employee wage statement provisions; and (6) violation of unfair competition law. A true and correct copy of the complaint is attached hereto as Exhibit B and included by reference.

3. On the same date, Plaintiff Ugale gave notice to Defendant and the LWDA of her intention to file or amend a pleading to add claims under PAGA based on the allegations contained in the Complaint. A true and correct copy of the LWDA Notice is attached hereto as Exhibit C and included by reference.

4. The LWDA did not respond. On September 7, 2021, Plaintiff Ugale filed a First Amended Complaint (“FAC”) adding a claim under PAGA. On or about February 16, 2022, Plaintiff Ugale filed a Request for Dismissal against the improperly named defendant Stanford Health Care. This Court subsequently granted the Request for Dismissal.

5. On December 3, 2024, the Court ordered that the *Ugale* Action and the *Swoopes* Action be consolidated for pre-trial purposes only, requiring that all new filings should be filed in the earlier filed case, *i.e.* the *Ugale* Action.

6. Throughout this litigation, Defendant has denied Plaintiffs' allegations and raised appropriate defenses, both individually and on a class wide basis. Defendant maintains that its

1 policies and/or practices are consistent with the requirements of the California Labor Code, and
2 all applicable Wage Orders.

3 7. Through both formal and informal discovery, Defendant produced extensive
4 documentation, including, but not limited to, copies of all applicable versions of its policies and
5 procedures, employee handbooks, information on Class Members including, but not limited to,
6 Class Members' workweeks, total number of Class Members, and pay periods as well as timecard
7 data and payroll reports for a randomly selected sample of Class Members, and other detailed
8 information relevant to the claims in the Action. The Parties' attorneys also engaged in numerous
9 discussions about the strengths and weaknesses of the claims and defenses in the Action.
10 Plaintiffs also had many of these records analyzed by an expert.

11 8. On October 22, 2024, the Parties participated in a lengthy mediation with private
12 mediator Tripper Ortman. At the conclusion of the mediation, the Parties were unable to able to
13 come to a resolution. Through extensive post-mediation negotiations and discussions facilitated
14 by the mediator, the Parties were able to come to a global resolution as a result of a mediator's
15 proposal.

16 9. Thereafter, the Parties continued to negotiate the details of the settlement through a
17 Memorandum of Understanding and, later, the Settlement Agreement, for which the Parties seek
18 preliminary approval.

19 10. Discussions between Plaintiffs and Class Counsel, and between counsel for the
20 Parties, document productions, extensive legal analysis, the provision of information by
21 Defendant to Plaintiffs and the detailed analysis of the records, including expert analysis, have
22 permitted each side to assess the relative merits of the claims and the defenses to those claims.

23 11. Based on their own respective independent investigations and evaluations and after
24 considering the sharply disputed factual and legal issues involved in this matter, the risks
25 attending further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v.*
26 *Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*") decision, the discovery and investigation
27 conducted to date and the benefits received under the settlement, Class Representatives and their
28 counsel are of the opinion that settlement for the consideration and on the terms set forth in the

1 Settlement Agreement are fair, reasonable, and adequate and is in the best interests of the Class
2 Representatives and the Class Members.

3 12. The damages model used in calculating potential liability was largely based on the
4 number of Class Members (broken down into current and former employees), the number of work
5 weeks and pay periods, the average rate of pay and a random sample of time records, wage
6 statements and documents produced by Defendant in preparation for the mediation. Based on that
7 same information, the estimated number of employees is 2,894, the estimated number of work
8 weeks and shifts are 366,259 and 1,235,825 respectively and the estimated number of pay periods
9 during the PAGA Period are 116,778. Plaintiffs represent that the average hourly rate of pay is
10 approximately \$54.74.

11 13. The estimated maximum potential violations were calculated as follows:

12 a. **Failure to Pay Wages for All Hours Worked**

13 Plaintiffs' class claims for failure to pay all wages owed and overtime wages are based
14 primarily on allegations that due to the heavy workload demands, job duties, time constraints and
15 policies and practices implemented by Defendant, Plaintiffs and Class Members were routinely
16 required to perform work "off the clock," including during their meal periods, and without
17 compensation.

18 Specifically, during the relevant time period, Plaintiffs and Class Members typically
19 worked five days a week and eight (8) hour to twelve (12) hour shifts. Plaintiffs allege that,
20 Defendants implemented policies and practices which resulted in Plaintiffs and Class Members
21 working off the clock and without compensation such as clocking out but continuing to work,
22 walking to break areas, and waiting in line to clock in for work.

23 Defendant adamantly disputes the allegations that employees were required to perform
24 any work "off the clock" and contends that it complied with California law, including by
25 prohibiting "off the clock" work. Defendant further asserts that this claim would be difficult to
26 certify given the predominance of the individualized inquiry as to whether, and to what extent,
27 each Class Member spent time, if any, waiting in lines or clocking out while still working while
28 "off the clock." Further, Defendant asserts that it paid Plaintiffs and Class Members all wages

1 owed including overtime and reporting time pay.

2 As per the analysis conducted on the sample provided by Defendant, the estimated
3 potential maximum value for the “off the clock” claim is approximately \$28,068,624. This was
4 based on one (1) hour of “off the clock” per work week at the average hourly rate of \$54.74 with
5 80% of 366,259 work weeks calculated at the overtime rate of \$82.11. However, taking into
6 consideration the nature of the claim and, Defendant’s defenses thereto, this claim was valued at
7 an estimated maximum potential liability between \$2,806,862 (10%) and \$1,403,431 (5%).

8 b. **Meal Break Violations**

9 The meal break violation allegations stem from Defendants’ alleged failure to provide
10 Plaintiffs and Class Members with timely, minimum thirty (30) minute, uninterrupted, duty free,
11 meal periods in violation of California Labor Code §§226.7 and 512 and Wage Orders. Plaintiffs
12 allege that the violations also stem from the meal breaks being short due to the time lost walking
13 to the time clock and waiting to clock out and then back in, in enough time to be ready to work. If
14 an employer fails to provide an employee the required 30-minute meal periods in accordance with
15 the applicable provisions of the Wage Order, it must pay the employee one additional hour of pay
16 at the employee’s regular rate of compensation for each workday that the meal period is not
17 provided (IWC Wage Order 10-2001(11)(D); Cal. Lab. Code § 226.7).

18 Defendant denies Plaintiffs’ meal break allegations and maintains that Plaintiffs and Class
19 Members were provided with the opportunity to take full and timely meal periods as per their
20 policies and the law. Defendant contends that, as per its policies, Class Members were provided
21 fully compliant meal breaks. Defendant also asserts the meal break premiums were paid when
22 Class Members were unable to take complaint meal breaks. Defendant disputes the propriety of
23 certification on this claim as well, under the holding in *Brinker* and other state and federal
24 decisions.

25 As per the analysis conducted on the sample provided by Defendant, the estimated
26 maximum potential liability on the meal break claim was \$39,070,200. This was determined by
27 taking the estimated number of shifts with potential meal break violations, net of meal break
28 waivers, 737,786, and multiplying by the average hourly rate of \$54.74 (Taking into

1 consideration the nature of the claim, Defendant's defenses and the premiums paid, and issues
2 faced due to the holding in *Brinker*, the meal break claim was valued between an estimated
3 maximum of \$5,860,530 (15%) and \$1,953,510 (5%).

4 c. **Rest Break Violations**

5 As with the meal breaks, Plaintiffs allege that they and Class Members were regularly
6 unable to take a minimum ten (10) minute uninterrupted rest breaks for every four hours worked
7 or major fraction thereof. Plaintiffs and Class Members also allege they were not compensated
8 one (1) hour of pay at their regular rate of compensation for each workday that a lawful rest
9 period was not provided, in violation of California labor laws, regulations, and IWC Wage
10 Orders.

11 Defendant disputes Plaintiffs' allegations regarding rest break violations and contends that
12 Plaintiffs and Class Members were allowed to take fully compliant rest periods under its policies
13 and regularly took such breaks. Defendant also argues that this claim would be difficult to certify
14 given the predominance of the individualized inquiry as to whether, and to what extent, each
15 Class Member was unable to take compliant rest breaks.

16 As per the analysis conducted on the sample provided by Defendant, the estimated
17 maximum potential liability is \$64,629,602. The maximum estimated liability for this claim was
18 based on a 100% violation rate and was determined by taking all shifts over 3.5 hours, 1,180,665,
19 and multiplying by the average hourly rate of \$54.74). However, given Defendant's defenses to
20 this claim, including having a valid break policy, no requirement to document rest breaks, as well
21 as certification issues faced due to the *Brinker* decision, the rest break claim was valued between
22 and estimated maximum \$646,296 (1%) and \$0.

23 d. **Failure to Timely Pay Wages at Separation**

24 This claim is derivative of the other claims asserted. Pursuant to Labor Code sections 201,
25 202 and 203, each employee in the relevant statutory period (i.e., three years before the filing of
26 the initial Complaint) is entitled to 30 days of wages as a waiting time penalty for intentionally
27 not being paid all wages due at separation. Plaintiff alleges penalties are owed under Labor Code
28 section 203 due to Defendant's failure to pay wages for all hours worked and for failure to pay

1 premium wages. With respect to Lab. Code § 203 claim, there were an estimated 1,409 Class
2 Members to whom this claim applied.

3 Defendant once again defends that no unpaid wages are owed as it did not fail to pay the
4 correct overtime wages, accrued sick pay, or premium wages. Defendant also asserts that its
5 action were not willful as required for penalties to issue and that, thus, waiting time penalties
6 cannot be awarded.

7 The estimated maximum potential liability was determined to be approximately
8 \$18,510,878 using the formula (# of terminated/former employees) x (30 x average hourly rate x
9 average number of hours worked per day) or (1,409 x (30 x \$54.74 x 8). Based on Defendants'
10 defenses, for purposes of settlement negotiations, said claim was valued between an estimated
11 maximum of \$1,851,088 (10%) and \$925,544 (5%).

12 e. **Failure to Timely Pay Wages During Employment**

13 This claim is based on allegations that Plaintiffs and Class Members did not receive
14 payment of all wages owed, including overtime and minimum wages and meal and rest period
15 premiums, within the requisite time under Labor Code section 204. That statute requires that all
16 wages are due and payable twice in each calendar month. For any initial violation under this
17 statute, one hundred dollars (\$100) is due for each failure to pay each employee. For each
18 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) is due for
19 each failure to pay each employee, plus twenty-five (25) percent of the amount unlawfully
20 withheld. As discussed herein, Defendant disputes that it failed to pay any lawful wages owed
21 and is therefore not liable for any penalties under this statute. Defendant also contends that
22 liability only applies when employers fail to pay wages on a timely basis; not whether the correct
23 amount of wages were paid. (*See's Candy Shops, Inc. v. Superior Ct.* (2012) 210 Cal. App. 4th
24 889, 904-905.)

25 Here, employees can recover penalties either Labor Code section 210 or PAGA but not
26 both. For purposes of settlement, Plaintiffs are pursuing this claim under PAGA, which is
27 discussed below.

28 f. **Failure to Provide Accurate Wage Statements**

1 Under Labor Code §226(e), an employee suffering “injury as a result of a knowing and
2 intentional failure by an employer” to provide accurate wage statements is entitled to \$50 for the
3 initial violation and \$100 for each subsequent violation up to \$4,000.

4 Defendant contends that the wage statements issued to the Class Members fully complied
5 with Labor Code section 226. Defendant states that because it believes no wages are unpaid, there
6 can be no derivative penalties. Further, Defendant argues that, if any wage statements were in fact
7 inaccurate, it did not “knowingly and intentionally” fail to provide accurate statements and that
8 Plaintiffs and the Class did not suffer any “injury” from such inaccurate wage statements.

9 The estimated maximum potential liability for this claim was calculated at \$10,232,000
10 based on an estimated 2,558 employees x \$4,000. For purposes of settlement negotiations, said
11 claim was valued between an estimated maximum of \$1,023,200 (10%) and \$511,600 (5%).

12 g. **Expense Reimbursement Claim**

13 Plaintiffs’ and Class Members’ claim under Labor Code § 2802 is premised on the fact
14 that Defendant failed to adequately reimburse Plaintiffs and non-exempt employees for the use of
15 their personal cell phones. Defendant required non-exempt employees to download an app on the
16 employee’s personal cell phone and were required to use this app to review and approve their
17 time records each week, as well as use their personal cell phones to communicate with staff and
18 management regarding work schedules. Plaintiffs and Class Members were not reimbursed for
19 this expense.

20 Defendant disputes this allegation and contends that this claim would be difficult to certify
21 given the predominance of the individualized inquiry and the defenses raised. As such, for
22 purposes of settlement, this claim had minimal value, due to the individualized nature of each and
23 every claim and the difficulty of obtaining class wide evidence for damage calculations. For
24 purposes of settlement, this claim was valued at \$0.

25 h. **UCL Bus. & Prof. Code §17200 et seq.**

26 The only remedies available under the unfair competition law (“UCL”) Business and
27 Professions Code Section 17200 *et seq.* are restitution and injunction, as opposed to damages
28 (*Clark v. Superior Court* (2010) 50 Cal. 4th 605, 610.) The UCL provides that “[t]he court may

1 make such orders or judgments ... as may be necessary to restore to any person in interest any
2 money or property, real or personal, which may have been acquired by means of such unfair
3 competition.” (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes “earned wages.”
4 (*Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal. 4th 163, 177-78.) Restitution under
5 the UCL is not available for all violations of the Labor Code.(*See Pineda v. Bank of Am., N.A.*
6 (2010) 50 Cal. 4th 1389, 1401-02.)

7 Here, Plaintiffs’ UCL claim is solely premised on the failure to pay lawful wages and
8 premium wages claims discussed above. Plaintiffs’ Counsel assigned a zero-dollar value to the
9 UCL claim because it does not provide any additional value in this Action other than to increase
10 the statute of limitations to four years for the underlying claims. Those claims are valued and
11 analyzed above based on the four-year statute of limitations provided by the UCL. However, the
12 UCL claim in and of itself does not provide any additional damages. Therefore, there is no
13 additional or separate monetary value that this statute provides based on the facts of this Action.

14 i. **Failure to Pay Sick Leave**

15 Sick leave wages are required to be paid at the regular rate of pay. *See* Cal. Lab. Code §
16 246(l)(1)-(2). Defendants regularly failed to recalculate the regular rate of pay when employees
17 earned non-discretionary remuneration in addition to their basic hourly rate, resulting in unpaid
18 sick leave wages and derivative waiting time penalties for the failure to pay these wages at
19 separation.

20 Defendant denies Plaintiffs’ sick pay allegations and maintains that Plaintiffs and Class
21 Members were provided all required sick pay when due per their policies and the law. Defendant
22 also asserts that its actions, if any, were not willful as required for penalties to issue and that, thus,
23 waiting time penalties cannot be awarded. Defendant disputes the propriety of certification on this
24 claim as well, under the holding in *Brinker* and other state and federal decisions.

25 Based on the information and records provided by Defendant, Plaintiff estimated the
26 maximum potential liability at \$642,843. However, given Defendant’s defenses to this claim,
27 including having a valid sick pay policy, as well as certification issues faced due to the *Brinker*
28 decision, the sick pay claim was valued between and estimated maximum \$96,426 (15%) and

1 \$32,142 (5%).

2 j. **Lab. Code § 2699 (PAGA)**

3 Plaintiffs' claims under PAGA are predicated on or derivative of, the claims discussed
4 above. The estimated maximum PAGA penalty was calculated by Plaintiffs as \$11,677,800. This
5 figure attributes a \$100 penalty to each of the estimated 116,778 pay periods in scope during the
6 PAGA Period. This figure is based on an assumption that there is a 100% violation rate during
7 the PAGA Period, such that every single pay period in question involved at least one Labor Code
8 violation, despite disputes regarding Defendant's liability. However, PAGA claims under the
9 facts and circumstances of this case may result in no award or at best a very minimal award by the
10 trial court. See specifically §2699(e)(2) which states in its pertinent part: "... a court may award a
11 lesser amount than the maximum civil penalty amount specified by this part if, based on the facts
12 and circumstances of the particular case, to do otherwise would result in an award that is unjust,
13 arbitrary and oppressive, or confiscatory."

14 For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a
15 federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%,
16 because the court found maximum penalties "unjust" because the employees had suffered no
17 injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code
18 violations are established. (See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist.
19 Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County
20 Superior Court) (unpublished decision); (*In re Taco Bell Wage & Hour Actions* 2016 U.S. Dist.
21 LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

22 In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each
23 of the underlying Labor Code violations. (See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S.
24 Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff
25 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
26 the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each Aggrieved
27 Employee suffered all violations for each pay period the employee worked. As discussed herein,
28 the nature of the PAGA based claims (i.e. rest break, meal period, wage statements, failure to pay

1 all wages owed and to timely pay wages) and Defendant's asserted defenses thereto present a
2 strong risk that some or all of the PAGA penalties sought may not be awarded.

3 Defendant denies that a violation for each pay period can be established. Defendant states
4 that because the PAGA claims heavily rely on the same allegations made in the proposed class
5 claims, the PAGA claims are subject to the same defenses, and, thus, for the same reason,
6 Defendant believes no PAGA penalties would be awarded. Defendant also asserts that
7 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.

8 Finally, Defendant points out that there is no conduct shown by Plaintiffs that would
9 demonstrate that any Labor Code violations by Defendant are knowing and intentional such that
10 PAGA penalties would be justified. Defendant contends that an award of PAGA penalties in
11 addition to class action damages is discretionary, and thus, Defendant insists a Court is unlikely to
12 exercise its discretion to award any PAGA penalties in this Action where class action damages
13 are available to Class Members. Therefore, the amount of \$150,000 (which has been reserved for
14 the PAGA claim) is both fair and reasonable.

15 14. Through their counsel, Plaintiffs took into consideration the significant risks that
16 class certification could be denied on the central claim, or that a merits decision on the central
17 claim would not favor the Class. Plaintiffs have considered the expense and length of continued
18 proceedings necessary to continue this lawsuit against Defendant through trial and any possible
19 appeals. Plaintiffs are also aware of the burdens of proof necessary to establish liability for the
20 claims asserted, Defendant's defenses thereto, and the difficulties in establishing Plaintiffs'
21 damages.

22 15. The proposed Settlement requires Defendant to pay each Class Member who does
23 not opt out a portion of the Net Settlement Amount as specifically set forth in the Settlement
24 Agreement. The amount to be paid to the Class is undoubtedly fair, adequate, and reasonable
25 especially in light of the significant risk to Plaintiffs and Class Members in continuing with the
26 litigation and not prevailing at trial, and thus leaving alleged employees with no recovery.

27 16. James Hawkins APLC has a great deal of experience in wage and hour class action
28 litigation. The law firm and its lawyers have obtained certification of multiple classes, have been

1 approved as class counsel in many other wage/hour class actions, and currently litigating
2 numerous others. Although not an all inclusive list, over the years the law firm has prosecuted
3 the following class action matters as lead and/or co-lead counsel, all of which implicated similar
4 law and facts to those associated with this action:

- 5 ○ ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
6 01754.
- 7 ○ ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
8 04554.
- 9 ○ ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 10 ○ ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
11 SACV08-00412.
- 12 ○ ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles
13 County Superior Court, Case No. BC393709.
- 14 ○ ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
15 Superior Court, Case No. BC 357912.
- 16 ○ ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
17 Superior Court, Case No. RIC 440630.
- 18 ○ ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 19 ○ ***Padron v. Universal Protection Service, et al***, Orange County Superior Court,
20 Case No. 05CC00013.
- 21 ○ ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
22 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 23 ○ ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
24 Case No. RIC 420909.
- 25 ○ ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,
26 Case No. CV09-05848.
- 27 ○ ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
28 DISTRICT, Case No. SACV 08-680.

- **Defries v. Domain Restaurants, et al.**, Orange County Superior Court, Case No. 05CC00128.
- **Denton v. BLB Enterprises, Inc., et al.**, Orange County Superior Court, Case No. 07CC01292.
- **Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.**, Los Angeles Superior Court, Case No. BC411477.
- **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior Court, Case No. 06CC00099.
- **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court, Case No. BC 330145.
- **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior Court, Case No. CGC-07-461612.
- **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior Court, Case No. 07CC00015.
- **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County Superior Court, Case No. 07CC01347.
- **Perez v. Naked Juice Company of Glendora, Inc.**, Los Angeles Superior Court, Case No. BC387088.
- **Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases**, Los Angeles Superior Court, Case No. JCCP 4545.
- **Placencia v. Amcor Packaging Distribution, Inc.**, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- **Trani v. Lisi Aerospace, et al.**, Los Angeles Superior Court, Case No. BC495527.
- **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)

- 1 ○ **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-
2 0009616.
- 3 ○ **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-
4 OE-CXC.
- 5 ○ **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No.
6 30-2012-00611260.
- 7 ○ **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.
- 8 ○ **Vigueras v. Red Robin International, Inc.**, USDC Central Dist. Case No. SACV
9 17-1422 JVS (DFMx);
- 10 ○ **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court,
11 Case No. BC55429;
- 12 ○ **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case
13 No. 30-2013-00653349-CU-OE-CXC;
- 14 ○ **Mendez v. Liberty Glass Fabricators, Inc.**, Riverside County Superior Court Case
15 No. RIC1800119;
- 16 ○ **Attia v. Neiman Marcus Group, Inc.**, United States District Court for the Central
17 District of California Case No. 8:16-cv-001504-DOC-FFM;
- 18 ○ **O'Brien, et al. v. Cerida Investment Corp.**, Santa Clara Superior Court Case No.
19 21CV384527;
- 20 ○ **Gonzalez v. Quality Aluminum Forge, LLC**, Orange County Superior Court Case
21 No. 30-2015-00817941;
- 22 ○ **Shay v. Apple, Inc.**, United States District Court for the Southern District of
23 California Case No. 3:20-cv-1629-JO-BLM;
- 24 ○ **Milligan v. CWI, Inc.**, San Bernardino Superior Court Case No. CIVDS 2013999;
- 25 ○ **Aguilar v. LDI Mechanical, Inc.**, Riverside County Case No. RIC1610019;
- 26 ○ **Abron v. University Healthcare Alliance**, Alameda County Superior Court Case
27 No. RG20066438;
- 28

1 ○ **Benson v. F21 Opco, LLC**, San Diego Superior Court Case No. 37-
2 2021,00024619-CU-OE-CTL;
3 ○ **Allen v. Creative Stone Mfg., Inc.**, San Bernardino County Superior Court Case
4 No. CIVSB2201498;
5 ○ **Santamaria v. Bright Horizons Children's Center**, San Bernardino County
6 Superior Court Case No. CIVSB2210140;
7 ○ **Yniguez v. Airgas USA, LLC**, Los Angeles County Superior Court Case No.
8 20STCV18190;
9 ○ **Cervantez v. Genuine Parts Company**, Los Angeles County Superior Court Case
10 No. 22STCV00981;
11 ○ **Robles v. Jetro Holdings, LLC**, San Diego Superior Court Case No. 37-2021-
12 00015414-CU-OE-CTL;
13 ○ **Hernandez v. Euromarket Designs, Inc.**, Santa Clara County Superior Court Case
14 No. 20CV3770922;
15 ○ **Ayala v. Veg-Land, et al.**, Orange County Superior Court Case No. 30-2014-
16 00738775-CU-OE-CXC;
17 ○ **Puente v. Sully-Miller Contracting Co.**, Orange County Superior Court Case No.
18 30-2015-00792088-CU-OE-CXC;
19 ○ **Garcia v. Revolution Foods, Inc.**, Los Angeles Superior Court Case No.
20 BC579142;
21 ○ **Attaway, et al. v. Alliance Residential, LLC**, Santa Clara County Superior Court
22 Case No. 20CV365134;
23 ○ **Bowman v. Delta Dental of California**, Alameda County Superior Court Case No.
24 RG21108230;
25 ○ **Hernandez v. Burrtec Waste & Recycling Services, LLC**, United States District
26 Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
27 ○ **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central District
28 of California Case No. 2:21-CV-02268;

- **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior Court Case No. BCV-17-100848;
- **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles County Superior Court Case NO. 19STCV37061;
- **Ross v. Stater Bros.**, San Bernardino Superior Court Case No. CIVDS1902518;
- **Walker v. Barrett Business Services, Inc., et al.**, Los Angeles County Superior Court Case No. 20STCV39172;
- **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No. 20CECG00821;
- **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case No. CIVDS1719694;
- **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case No. CIVDS1918706;
- **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case No. 19STCV33514
- **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case No. 19CV359262;
- **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;

1 ○ **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior
2 Court Case No. 30-2020-01136565-CU-OE-CXC;
3 ○ **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No.
4 CIVDS1936782;
5 ○ **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
6 ○ **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-
7 00946312-CU-OE-CXC;
8 ○ **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
9 ○ **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-
10 22-102043;
11 ○ **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case
12 No. 18CECG04150;
13 ○ **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No.
14 RIC1708917;
15 ○ **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court
16 Case No. CIVDS1932323;
17 ○ **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court
18 Case No. BC640876
19 ○ **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court
20 Case No. RIC1823057;
21 ○ **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-
22 01103382-CU-OE-CXC.
23 ○ **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-
24 00783269.
25 ○ **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-
26 2021-00034922-CU-OE-CTL;
27 ○ **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No.
28 CIV20002076;

- ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No. 20STCV34182;
- ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case No. CV-22-000399;
- ***Granados v. Hyatt Corporation***, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No. 21TRCV00813.

17. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APCL. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action cases.

18. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment-related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions.

19. I have been practicing law in California since 1997 and joined the James Hawkins, APLC law firm in February 2022, and now exclusively litigate plaintiff-related wage and hour class action cases. I have been involved in litigating, mediating and settling numerous wage and hour class actions dealing with class sizes ranging from several hundred to several thousand class members in both State and Federal courts.

20. A Joint Prosecution Agreement (JPA) was executed between Plaintiffs' counsel. The JPA provides that counsel for the Parties shall share in the attorney fee award with 65% to James Hawkins APLC and 35% to Shimoda & Rodriguez Law, PC. This agreement was made known to and approved by the Plaintiffs in this matter.

21. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval (“Class Notice.”) As per information provided by Defendant, the Class Members can read, write and understand English such that the Class Notice does not have to be translated into another language.

22. I am not aware of any conflict of interest with any Plaintiff or putative class member to this action or any interest in the proposed third-party administrator, ILYM, nor am I aware of any conflict of interest between the Plaintiffs in this matter and the putative class members.

23. On November 14, 2025, Plaintiff gave notice to the LWDA of the proposed settlement and the motion for preliminary approval and proposed order granting preliminary approval in this matter.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on November 14, 2025, at San Clemente, California.


Lance Dacre

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Maybelyn Ugale and Brittany Swoopes (“Plaintiffs”) and Stanford Health Care Tri-Valley (“Defendant,” which includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley).¹ The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” means collectively the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Ugale v. Stanford Health Care, et al.*,² Alameda County Superior Court, Case No. RG21092943 (“*Ugale Lawsuit*”), filed March 19, 2021, and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 (“*Swoopes Lawsuit*”), filed August 15, 2023.

1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement (not to exceed \$25,000 except for a showing of good cause and as approved by the Court).

1.4. “Class” means all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2017, up to October 22, 2024.

1.5. “Class Counsel” means James R. Hawkins, Isandra Y. Fernandez, and Lance Dacre from James Hawkins APLC and Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini from Shimoda & Rodriguez Law, PC.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

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

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).

¹ Stanford Health Care Tri-Valley is formerly known as, and was sued under, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare. As such, Stanford Health Care Tri-Valley is the only entity defendant named still existing, though this Agreement releases and resolves claims brought against each of the named defendants in the Actions.

² The *Ugale Lawsuit* incorrectly named Stanford Health Care as a defendant. Stanford Health Care was subsequently dismissed as a named defendant.

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

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as **Exhibit 1** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from March 19, 2017, up to October 22, 2024.

1.12. “Class Representatives” means named Plaintiffs Maybelyn Ugale and Brittny Swoopes.

1.13 “Class Representatives’ Released Claims” mean means the claims being released as described in Paragraph 6.1 below.

1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions, providing services in support of the Actions, and as consideration for the general release of all claims by the Class Representatives.

1.15. “Court” means the Superior Court of California, County of Alameda.

1.16. “Defendant” means Stanford Health Care Tri-Valley, formerly known as and sued under The Hospital Committee for the Livermore-Pleasanton Areas D/B/A Stanford Health Care-ValleyCare, and includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs in the Actions: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley.

1.17. “Defense Counsel” means Michael Bruno, Seth Weisburst, and Rachel Wintterle of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” is the day of Final Approval unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the sixtieth (60th) calendar day after the Final Approval provided no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement as to both Actions.

1.22. “Gross Settlement Amount” means Three Million Five Hundred Thousand Dollars (\$3,500,000), which is the maximum total amount to be paid by Defendant as provided by this Agreement except as may potentially be required by Paragraph 5 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees

Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

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

1.24. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.31. “PAGA Group Member(s)” means all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2020, up to October 22, 2024.

1.32 “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period. The calculation of a PAGA Group Member’s pay periods and a determination as to whether a PAGA Group Member was actively employed in California in a particular pay period shall be construed from Defendant’s records

1.33. “PAGA Notice” means collectively Plaintiff Ugale’s letter on or about March 19, 2021 and Plaintiff Swoopes’ letter on or about July 28, 2023, both submitted to the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$150,000, allocated 25% to the Aggrieved Employees (\$37,500) and the 75% to LWDA (\$112,500) in settlement of PAGA claims.

1.35 “PAGA Period” means the period from March 19, 2020, up to October 22, 2024.

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

- 1.37. “Plaintiffs” means Maybelyn Ugale and Brittny Swoopes, the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means: Defendant, as well as Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers. “Released Parties” also expressly includes (but is not limited to) Rick Shumway, Diane Grunsky, and Kyle Wichelmann, who were named in Plaintiff Swoopes’ filed complaint and letter to the LWDA.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice to Class Members and PAGA Group Members, and shall be the last date on which: (a) Class Members may fax, email, or mail Requests for Exclusion from the Settlement, (b) Class Members may mail his or her Objection to the Settlement, or (c) Class Members and PAGA Group Members may mail any dispute regarding the number of Workweeks or PAGA Pay Periods assigned to them. Class Members and PAGA Group Members to whom Class Notices Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to provide a response.
- 1.45. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.46. “Workweek” means any week during which a Class Member worked for The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley for at least one day, during the Class Period.

2. RECITALS.

2.1. On or about March 19, 2021, Plaintiff Ugale sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages; and (5) the knowing and intentional failure to comply with itemized employee wage statement provisions. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Ugale became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2. On or about March 19, 2021, Plaintiff Ugale filed a class action Complaint in Alameda County Superior Court on behalf of herself and Class Members alleging claims for (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to timely pay wages; (5) the knowing and intentional

failure to comply with itemized employee wage statement provisions; and (6) violation of unfair competition law. Plaintiff Ugale filed a First Amended Complaint on September 7, 2021, to add a PAGA cause of action based on the violations alleged in the March 19, 2021 notice to the LWDA on behalf of herself and PAGA Group Members. On or about February 16, 2022, Plaintiff Ugale filed a Request for Dismissal against the improperly named defendant Stanford Health Care. This Court subsequently granted the Request for Dismissal.

2.3 On July 28, 2023, Plaintiff Swoopes sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or pay premiums in lieu thereof; (4) failure to provide rest periods or pay premiums in lieu thereof; (5) failure to provide accurate wage statements; (6) failure to pay final wages; (7) failure to pay reimbursements for expenses; (8) failure to maintain accurate records; (9) failure to provide paid sick leave; (10) untimely payment of wages; and (11) violation of Labor Code section 558. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Swoopes became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.4 On or about August 15, 2023, Plaintiff Swoopes filed a class action Complaint in Alameda County Superior Court on behalf of herself and Class Members alleging claims for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse expenses; (8) untimely payment of wages; and (9) unfair competition. Plaintiff Swoopes filed a First Amended Complaint on October 17, 2023, to add a PAGA cause of action based on the violations alleged in the July 28, 2023 notice to the LWDA on behalf of herself and PAGA Group Members.

2.5. Through formal and informal discovery, Defendant and Defendant's Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on Class Members including, but not limited to, Class Members' workweeks, total number of Class Members, and pay periods as well as timecard data and payroll reports for a randomly selected sample of Class Members.

2.6. After Class Counsel received and analyzed the data, the Parties participated in a lengthy mediation with private mediator Tripper Ortman on October 22, 2024. At the conclusion of the mediation, the Parties were unable to come to a resolution.

2.7. On December 3, 2024, the Court ordered that the *Ugale* Lawsuit and the *Swoopes* Lawsuit be consolidated for pre-trial purposes only, requiring that all new filings should be filed in the earlier filed case, *i.e.* the *Ugale* Lawsuit.

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

2.9. Through extensive post-mediation negotiations and discussions facilitated by the mediator, the Parties were able to come to a global resolution as a result of a mediator's proposal. Thereafter, the Parties continued to negotiate the details of the settlement through a Memorandum of Understanding and, later, this Agreement.

2.10. Discussions between Plaintiffs and Class Counsel, between counsel for the Parties, document productions, extensive legal analysis, the provision of information by Defendant to Plaintiffs and the detailed analysis of the records, including expert analysis, have permitted each side to assess the relative merits of the claims and the defenses to those claims.

2.11. This Agreement represents a compromise and settlement of highly disputed claims set forth in the Actions. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason this Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 5 below, Defendant promises to pay \$3,500,000, and no more, as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representatives Service Payments to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the final approval motion to be filed in the *Ugale* Lawsuit obtaining approval of this Settlement as to both Actions, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$1,166,667 and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. As part of the final approval motion, Plaintiffs and/or Class Counsel will seek Court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies

Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Class Counsel Payment shall be made as follows: 65% to James Hawkins, APLC and 35% to Shimoda & Rodriguez Law, PC. Class Counsel Litigation Expenses Payments shall be made to the firm that incurred the expenses.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$150,000 to be paid from the Gross Settlement Amount, with 75% (\$112,500) allocated to the LWDA PAGA Payment and 25% (\$37,500) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 25% share of PAGA Penalties (\$37,500) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. Payments to PAGA Group Members shall be allocated as 100% civil penalties. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

3.2.5.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment are subject to any Court imposed limitation wherein a portion of the total attorney's fee be held in the QSF pending the submission and approval of a final compliance status report after completion of the distribution process. Any remaining amount so withheld shall be paid to Class Counsel within seven (7) calendar days after the Court's approval of a final compliance status report.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.2.3. For any Participating Class Member or PAGA Group Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the non-profit organization Legal Aid At Work under the doctrine of *cy pres* thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. ESCALATOR CLAUSE. Defendant estimated at mediation that there were 410,000 Workweeks through the time of mediation. In the event the number of Workweeks during the Class Period is more than 430,500 (*i.e.*, greater than 5% more than 410,000), then Defendant may elect to either (a) increase the Gross Settlement Amount proportionally for the Workweeks in excess of 430,500 (for example, if the number of workweeks during the Class Period increased by 6.2%, then the Gross Settlement Amount would be increased by 1.2%), or (b) shorten the Class Period to the date the five percent (5%) cushion is exhausted. To the extent Defendant chooses to shorten the Class Period, the PAGA Period shall be similarly shortened to end on the same date.

6. RELEASES OF CLAIMS. On the Effective Date, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1. Class Representatives' Release. Plaintiffs/Class Representatives and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from any and all of the Released Class Claims, whether known or unknown, suspected or unsuspected, contingent or noncontingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, the Class Representatives release the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendants, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, *et seq.*; (15) the California Government Code; and (16) the California Wage Orders, which the Class Representatives (or any of them) now have, own or hold, or claim to have, own or hold, or which the Class Representatives (or any of them) at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the Effective Date of this Agreement. The Class Representatives may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Class Representatives' Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released the Class Representatives' Released Claims.

6.1.1. Class Representatives' Waiver of Rights Under Civil Code Section 1542. In exchange for the consideration provided to them under the Agreement, Class Representatives agree that, for good and valuable consideration, they are expressly waiving and relinquishing any and all provisions, rights and benefits, if any, they may have under California Civil Code section 1542, which provides as follows:

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

6.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that are alleged in the Operative Complaint

in either or both of the Actions, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period. The Released Class Claims specifically include claims for (1) Failure to Pay Lawful Wages [off the clock, overtime, minimum wage]; (2) Failure to Provide Timely Meal Periods; (3) Failure to Pay Meal Period Premiums and Overtime at the Regular Rate of Pay; (4) Failure to Provide Timely Rest Breaks; (5) Failure to Pay All Wages Owed at Separation; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; and (9) California Unfair Competition Law. The specific statutes released include but are not limited to Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq.*, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders, including but not limited to No. 5-2001; California Code of Regulations, Title 8, section 11050 *et seq.*; and Business & Professions Code section 17200, *et. seq.* This release excludes the release of claims not permitted by law.

6.3. Release of PAGA Claims: Plaintiffs, on behalf of the LWDA, and the LWDA will release all Released Parties from any and all claims for civil penalties brought under the PAGA, California Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiffs' PAGA Notice letters to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiffs' PAGA Notice letters to the LWDA covering the PAGA Period. This includes but is not limited to claims for civil penalties for violations of Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq.*, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and applicable IWC Wage Orders, including but not limited to No. 5-2001. This release excludes the release of claims not permitted by law. PAGA Group Members cannot opt out of this waiver of claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties will cooperate in the preparation and filing of the motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval (through a Motion for Preliminary Approval of this Settlement of both Actions to be filed in the *Ugale* Lawsuit), including: (a) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); and (b) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.2. Responsibilities of Counsel. The Parties agree to act immediately and diligently to perform their obligations under this Agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking court approval or administration of this settlement. Class Counsel shall be responsible for drafting the Court approval paperwork. Class Counsel shall provide a draft of the Preliminary Approval documents within fourteen (14) days after this Agreement is fully executed. Defendant's Counsel will provide comments and/or proposed revisions within fourteen (14) days after receipt of the Preliminary Approval documents from Class Counsel. Class Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) days of September 23, 2025, the date the Memorandum Of Understanding was fully executed.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will

expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

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

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

8.4.1. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8.4.2. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and PAGA Pay Periods in the Class Data. Prior to mailing the Class Notice, Class Counsel shall be able to review the breakdown of Workweeks, PAGA Pay Periods, and estimated Individual Class Payment and/or Individual PAGA Payment for quality assurance provided the personal identifying information is redacted and/or omitted. Class Counsel's review shall be completed within two (2) business days and in no event shall this review result in any delay of the mailing of the Class Notice on the timeline set forth in Section 8.4.3.

8.4.3. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit 1**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the

Administrator shall update Class Member addresses using the National Change of Address database.

8.4.4. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

8.4.6. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after the Response Deadline.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline and signed by the Class Member. PAGA Group Members cannot request exclusion from the PAGA Settlement Amount, PAGA Released Claims, or any portion of the Settlement related to PAGA.

8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion, signed by the Class Member, as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge but subject to court approval.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release

under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are also PAGA Group Members will still be paid their Individual PAGA Payment and will be deemed to release the claims identified in Paragraph 6.3 of this Agreement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge but subject to court review. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

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

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The

Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information, as required by the Court, of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

8.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.5. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

10. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court in the *Ugale* Lawsuit, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis (50-50), any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

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

12.2. No Publicity: Class Representatives and Class Counsel all agree not to issue a press release or otherwise notify the media about the terms of the Agreement or advertise or market any of the terms of the Agreement through written, recorded, or electronic communications. In addition, Class Counsel will not put details about the settlement on their websites, unless no reference is made to the case name or Defendant or the Released Parties. If Class Representatives and Class Counsel are contacted regarding this case, they will take reasonable steps to determine whether the contacting party is a member of the Class. If the contacting party is not a Class Member or the legal representative of a Class Member, they will state only that the lawsuit exists and has been resolved. However, this will not prevent Class Counsel from undertaking required submissions and disclosures that are required to obtain approval of the settlement and carry out their duties as Class Counsel to communicate with class members.

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

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

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

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

Isandra Y. Fernandez
Lance Dacre
James Hawkins APLC
9800 Research Dr
Irvine, CA 92618

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

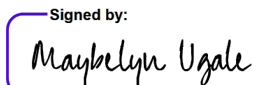
Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

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

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

13. EXECUTION BY PARTIES. The Parties hereby execute this Agreement:

Date: 11/5/2025

Signed by:

Plaintiff Maybelyn Ugale

Date: 10/28/2025


Plaintiff Brittany Swoopes

Date: _____

By: _____
Defendant Stanford Health Care Tri-Valley

To Plaintiffs:

Isandra Y. Fernandez
Lance Dacre
James Hawkins APLC
9800 Research Dr
Irvine, CA 92618

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

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

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13. EXECUTION BY PARTIES. The Parties hereby execute this Agreement:

Date: _____

Plaintiff Maybelyn Ugale

Date: _____

Plaintiff Brittney Swoopes

October 27, 2025

Date: _____

Signed by:


By: Misty Jones
Defendant Stanford Health Care Tri-Valley

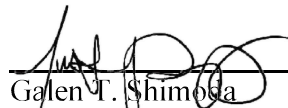
Approval as to form:

Date: 11/05/2025



James Hawkins
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff Maybelyn Ugale

Date: 10-28-25



Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Brittney Swoopes

Date: _____

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Attorneys for Defendant Stanford Health Care Tri-Valley

Approval as to form:

Date: _____

James Hawkins
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff Maybelyn Ugale

Date: _____

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Brittney Swoopes

Date: October 28, 2025



Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Attorneys for Defendant Stanford Health Care Tri-Valley

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California corporation;
THE HOSPITAL COMMITTEE for the LIVERMORE-
PLEASANTON AREAS d/b/a STANFORD HEALTH
CARE-VALLEYCARE, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. RG21092943

COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL
COURT APPROVAL

ATTENTION: All persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2017, up to October 22, 2024 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Alameda County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Maybelyn Ugale and Brittny Swoopes (“Plaintiffs” or “Class Representatives”), and Defendants Stanford Health Care Tri-Valley, formerly known as and sued under The Hospital Committee for the Livermore-Pleasanton Areas D/B/A Stanford Health Care-ValleyCare, and includes without limitation the entities named as defendants in the filed complaints brought by Plaintiffs in the Actions: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and Stanford Health Care Tri-Valley (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks between March 19, 2017, up to October 22, 2024 (“Class Period”), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On March 19, 2021, Plaintiff Maybelyn Ugale filed a class action Complaint against Defendants in the Alameda County Superior Court of California, Case No. RG21092943, on behalf of herself and Class Members (“*Ugale Lawsuit*”). On August 15, 2023, Plaintiff Brittny Swoopes also filed a class action Complaint against Defendants in the Alameda County Superior Court of California, Case No. 23CV040727, on behalf of herself and Class Members (“*Swoopes Lawsuit*”). The term “Action” as used in this notice will refer to both the *Ugale Lawsuit* and the *Swoopes Lawsuit*.

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, attorney’s fees, and costs on behalf of themselves, Class Members, and PAGA Group Members. Plaintiffs alleged that Defendants violated California law by (1) failing to pay lawful wages, including overtime wages and minimum wages; (2) failing to provide lawful meal periods or compensation in lieu thereof; (3) failing to provide lawful rest periods or compensation in lieu thereof; (4) failing to pay final wages at termination; (5) knowingly and intentionally failing to comply with itemized employee wage statement provisions; (6) failing to pay reimbursements for expenses; (7) failing to maintain accurate records; (8) failing to provide sick leave; (9) failing to timely pay wages; (10) engaging in

unfair competition; (11) violation of Labor Code section 558. Plaintiffs also alleged claims under the Private Attorneys General Act (“PAGA”) based on these alleged violations. Defendants have denied all of Plaintiffs’ allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a global settlement of the claims alleged in the Action. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve the Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members. The Agreement also applies to PAGA Group Members, which are defined as all persons who are or were employed by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare, and/or Stanford Health Care Tri-Valley in the state of California as hourly, non-exempt employees at any time from March 19, 2020, up to October 22, 2024. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Group Members cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Group Members will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Three Million Five Hundred Thousand Dollars (\$3,500,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorney’s costs not to exceed \$40,000, Administrator Expenses Payment not to exceed \$25,000, a Class Representative Service Payment to each of the Class Representatives’ not to exceed \$10,000, and \$150,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$150,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Group Members.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount (“Individual Class Payment”) and PAGA Payment (“Individual PAGA Payment”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Group Members’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and PAGA Group Members

Defendants will pay Individual Class Payments and Individual PAGA Payments through the Administrator, as described below, to each Participating Class Member and to PAGA Group Members. All such payments will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will be issued and 20% for disputed wages for which an IRS Form W-2 will be issued. The PAGA Payment to PAGA Group Members will be paid as 100% for civil penalties for which an IRS Form 1099-MISC will be issued.

Payment to Participating Class Members and PAGA Group Members will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each PAGA Group Member’s share of the 25% portion of the PAGA Payment will be determined by dividing their total PAGA Pay Periods by the total PAGA Pay Periods worked by all PAGA Group Members.. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Group

Member's individual share. The PAGA Period is defined as March 19, 2020, up to October 22, 2024. Defendants' records indicate that you worked [REDACTED] Pay Periods during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of Individual Class Payments and/or Individual PAGA Payments will not entitle any Class Member or PAGA Group Member to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek and/or Pay Period Disputes

For each Class Member and PAGA Group Member, the amount payable will be calculated by the Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Administrator. Defendants' records and any additional evidence will be reviewed by the Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member and/or the pay periods worked by an individual PAGA Group Member. If a Class Member and/or PAGA Group Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks and/or pay periods must be submitted in support of the dispute. The dispute must (a) state the Class Member's and/or PAGA Group Member's full name and date of birth; (b) identify the nature of the dispute; (c) provide any information or documentation supporting the dispute; (d) identify the case name and number (*i.e. Ugale, et al. v. Stanford Health Care, et al.*, Case No. RG21092943); (e) be signed; and (f) be post-marked no later than [REDACTED]. The dispute will be resolved by the Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and PAGA Group Members, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that are alleged in the Operative Complaint in either or both of the Actions, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period. The Released Class Claims specifically include claims for (1) Failure to Pay Lawful Wages [off the clock, overtime, minimum wage]; (2) Failure to Provide Timely Meal Periods; (3) Failure to Pay Meal Period Premiums and Overtime at the Regular Rate of Pay; (4) Failure to Provide Timely Rest Breaks; (5) Failure to Pay All Wages Owed at Separation; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Untimely Payment of Wages; and (9) California Unfair Competition Law. The specific statutes released include but are not limited to Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq.*, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders, including but not limited to No. 5-2001; California Code of Regulations, Title 8, section 11050 *et seq.*; and Business & Professions Code section 17200, *et. seq.* This release excludes the release of claims not permitted by law.

PAGA Group Members will be deemed to have released will release all Released Parties from any and all claims for civil penalties brought under the PAGA, California Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiffs' PAGA Notice letters to the LWDA and any additional wage and hour claims for civil penalties under the PAGA that could have been brought based on the facts alleged in Plaintiffs' PAGA Notice letters to the LWDA covering the PAGA Period. This includes but is not limited to claims for civil penalties for violations of Labor Code sections 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 *et seq.*, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and applicable IWC Wage Orders, including but not limited to No. 5-2001. This release excludes the release of claims not permitted by law. PAGA Group Members cannot opt out of this waiver of claims.

The individuals and entities released ("Released Parties") include Defendants, as well as Defendants' affiliates, parents, and each of their company-sponsored employee benefit plans, their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers. "Released Parties" also expressly includes (but is not limited to) Rick Shumway, Diane Grunsky, and Kyle Wichelmann, who were named in Plaintiff Swoopes' filed complaint and letter to the LWDA.

Class Members and/or PAGA Group Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Administrator. The request to opt-out must reasonably communicate your election to be excluded from the Settlement (*e.g.* a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement) and include your name, address, and email address or telephone number. To be valid, you must sign the request to opt out and return it no later than [redacted]. Responses by mail are deemed timely if they are post marked by not later than this date. The request to opt out may be mailed by First Class U.S. Mail, or the equivalent, emailed, or faxed to:

[admin info]

If you submit a request to opt out by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. PAGA Group Members cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection to the Administrator by mail, email, or by fax as listed in Section III.B.

Additionally, or in the alternative to sending a written objection to the Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith resolving both Actions. A notice of entry of judgment will be filed with the Court and available online at [web address]. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and PAGA Group Member, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare and/or Stanford Health Care Tri-Valley in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23, [address] on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and

costs, the Administrator Expenses Payment, and the Class Representative Service Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel’s motion for preliminary approval, the Agreement, and any other documents required by the Court at [web address]. Additionally, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, such as the René C. Davidson Courthouse and the Hayward Hall of Justice. To view the Register of Actions, go to the “Search” tab at the top of the page, then select the “Search by Case Number” enter the case number, select “Search” and click the link to the case name. You will see the Register of Actions and more.

You can also contact Class Counsel or Defendants’ Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Phone: (916) 525-0716
On behalf of Plaintiffs

Isandra Fernandez
Lance Dacre
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Phone: (949) 387-7200
On behalf of Plaintiffs

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Phone: (415) 875-3126
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT B

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

**ENDORSED
FILED
ALAMEDA COUNTY
MAR 19 2021**
CLERK OF THE SUPERIOR COURT
By **TANIA PIERCE** Deputy

Attorneys for Plaintiff, MAYBELYN UGALE,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California
corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No. R921092943
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof
- 4) Failure to Timely Pay Wages
- 5) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions
- 6) Violations of the Unfair Competition
Law

JURY TRIAL DEMANDED



1 Plaintiff MAYBELYN UGALE on behalf of herself and all others similarly situated
2 assert claims against Defendant STANFORD HEALTH CARE and DOES 1 through 50,
3 inclusive as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant STANFORD HEALTH CARE and DOES 1 through 50, inclusive (hereinafter
8 “Defendants”) on behalf of Plaintiff MAYBELYN UGALE (hereinafter “Plaintiff”) and all
9 employees not classified as “Exempt” or primarily employed in executive, professional, or
10 administrative capacities, employed by, or formerly employed by STANFORD HEALTH CARE
11 in California (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

12 2. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
15 Employees: (1) were not paid proper wages they earned for all hours they worked including
16 minimum wage and/or proper overtime compensation; (2) were not permitted to take their full
17 statutorily authorized rest and meal periods, or had their rest and meal periods shortened and/or
18 provided to them late due to the scheduling and work load and time requirements placed upon
19 them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the
20 employees regular rate of compensation for each workday that the meal period and/or rest period
21 that was not properly provided.

22 3. During the liability period, Defendants have also failed to maintain accurate
23 itemized records reflecting total hours worked and have failed to provide Non Exempt
24 Employees with accurate, itemized wage statements reflecting total hours worked and
25 appropriate rates of pay for those hours worked.

26 4. During the liability period, Defendants have also failed to pay all wages owed to
27 discharged or resigned Class Members in a timely manner.

5. Plaintiff, on behalf of herself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1197, 1199, California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

7. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants conduct substantial and continuous commercial activities in Alameda County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Alameda County, California.

III.

PARTIES

8. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

9. On information and belief, Defendant STANFORD HEALTH CARE is a California corporation which is headquartered in Palo Alto, California and is engaged in providing health care services throughout California.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the

Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

12. Plaintiff was employed by Defendants at the Stanford Health Care – ValleyCare facility located in Pleasanton, California from on or about September 11, 2000 until on or about May 27, 2020. During her employment, she occupied a non-exempt hourly position in housekeeping.

13. Due to the time constraints and workload requirements implemented by Defendants, Plaintiff and Class Members were required to work during meal periods when they were “off the clock.” Further, Defendants required Plaintiff and Class Members to carry a pager and/or a work phone during their meal periods and rest breaks in case they were needed to return to work to perform a task. As such, Plaintiff and Class Members did not receive a duty free meal period. Defendants automatically deducted the 30 minutes for the meal period resulting in Plaintiff and Class Members remaining under Defendants’ control and thus working “off the clock” without compensation. Thus, Defendants failed to pay Plaintiff and Class Members all lawful wages earned including proper overtime compensation and/or minimum wage.

14. Plaintiff and Class Members were also frequently required to work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute meal period by the end of the fifth hour and not being compensated one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

1 15. Due to the demands of the work shift, Plaintiff and Class Members were typically
2 required to work without being permitted or authorized a minimum ten (10) minute rest period
3 for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at
4 their regular rate of compensation for each workday that a rest period was not provided, in
5 violation of California labor laws, regulations, and IWC Wage Orders. Plaintiff and Class
6 Members were also required to carry their pagers, phones and/or devices so that they could be
7 reached in the event that they were needed to return back to work. Additionally, as per
8 Defendants' policy and practice, Plaintiff and Class Members are not permitted to leave the
9 premises during their rest breaks in further violation of California law. As such, Plaintiff and
10 Class Members were not relieved of all duties during their rest breaks in violation of California
11 law.

12 16. On information and belief, Defendants willfully failed to pay all earned wages in a
13 timely manner to Non Exempt Employees; nor has Defendant paid to Plaintiff and affected Class
14 Members, upon or after termination of their employment with Defendant, all compensation due,
15 including but not limited to all wages owed and compensation for having failed to properly
16 provide rest periods and meal periods.

17 17. Defendants also failed to provide accurate, lawful itemized wage statements to
18 Plaintiff and the Class Members in part because of the above specified violations. In addition,
19 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
20 including premiums due and owing for meal and rest period violations, gross pay and net pay
21 figures from Plaintiff and the Class Members' wage statements.

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 currently employ and during the relevant period have employed over one hundred (100)
24 employees in the State of California in non-exempt hourly positions.

25 19. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
26 have been non-exempt employees within the meaning of the California Labor Code, and the
27 implementing rules and regulations of the IWC California Wage Orders.
28

V.

CLASS ACTION ALLEGATIONS

20. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

21. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including proper overtime compensation for all their hours worked;

b. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including minimum wage for all their hours worked;

c. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, who have not been provided an uninterrupted 30 minute meal period when they worked over five hours in a work shift by the end of the fifth hour and were not provided compensation in lieu thereof;

d. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and have not been provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

e. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and were not timely paid all wages due and owed to them upon the termination of their employment with Defendants; and

f. All persons who are or were employed by Defendants in the state of

1 California as hourly non exempt employees, within the statutory liability period, and were not
2 provided with accurate and complete itemized wage statements.

3 22. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
4 or modify the class description with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 23. This action has been brought and may properly be maintained as a class action
7 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
8 defined community of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 24. The potential members of the Class as defined are so numerous that joinder of all
11 the members of the Class is impracticable. While the precise number of Class Members has not
12 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
13 and/or during the relevant time period employed, approximately over 100 Non-Exempt
14 Employees in California who are or have been affected by Defendants' unlawful practices as
15 alleged herein.

16 **B. Commonality**

17 25. There are questions of law and fact common to the Class predominating over any
18 questions affecting only individual Class Members. These common questions of law and fact
19 include, without limitation:

20 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
21 Orders by failing to pay all earned wages including overtime compensation to Non- Exempt
22 Employees who worked in excess of eight (8) hours in a work day and/or more than forty (40)
23 hours in a workweek;

24 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
25 failing to pay minimum wages for hours worked without pay. Labor Code §1197 provides that
26 employees are to be paid minimum wage for each hour worked, and cannot be averaged the
27 minimum and the payment of a lesser wage than the established is unlawful;
28

1 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC
2 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non- Exempt
3 Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to
4 compensate said employees one hour wages in lieu of meal periods;

5 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
6 Wage Orders by failing to authorize and permit 10 minute rest periods to Non-Exempt
7 Employees for every four hours or major fraction thereof worked and failing to compensate said
8 employees one hours wages in lieu of rest periods;

9 v. Whether Defendants violated sections 201-203 of the Labor Code by failing to
10 pay all earned wages and/or premium wages due and owing at the time that any Class Members'
11 employment with Defendants terminated;

12 vi. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
13 Wage Orders by failing to, among other violations, maintain accurate records of Non- Exempt
14 Employees' earned wages, work periods, meal periods and deductions;

15 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
16 Professions Code by failing to pay proper minimum and/or overtime wages to Non- Exempt
17 Employees; failing to provide proper rest and/or meal periods and failing to pay compensation in
18 lieu thereof;; failing to pay wages due and owing at the time the employee's employment with
19 Defendants terminated failing to keep accurate records all in violation of Labor Code §§ 201,
20 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1199, and applicable IWC Wage Orders;

21 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
22 Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221,, 225, 226, 226.7, 510,
23 512, 1194, 1197, 1199 and applicable IWC Wage Orders which violation constitutes a violation
24 of fundamental public policy.

25 **C. Typicality**

26 26. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
27 and all members of the Class sustained injuries and damages arising out of and caused by
28

Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

27. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

29. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages
(Lab. Code §§ 510, 1194, 1199, 1197)
(Against All Defendants)

30. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

31. During the liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime and/or minimum wage in violation of California state wage and hour laws.

32. During the liability Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

33. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent working "off the clock" while subject to the control of Defendant all without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

34. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

35. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods

Or Compensation in Lieu Thereof

(Lab. Code §§226.7, 512, IWC Wage Orders)

(Against All Defendants)

36. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

37. By their failure to provide 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders. 37. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

1 38. By failing to record and maintain adequate and accurate time records according to
2 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
3 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
4 and Class Members.

5 39. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
8 §226.7.

9 40. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Third Cause of Action**
12 Failure to Provide Rest Periods
13 Or Compensation in Lieu Thereof
14 (Lab. Code §§226.7, IWC Wage Orders)
15 (Against All Defendants)

16 41. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 42. By Defendant's failure to provide lawful ten (10) minute rest period for every
19 four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to
20 provide compensation for such non-provided rest periods, as alleged above, Defendants willfully
21 violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

22 43. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
23 represent have been deprived of premium wages in amounts to be determined at trial, and are
24 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
25 §226.7.

26 44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
27 described herein and below.

28 **Fourth Cause of Action**
 Failure to Timely Pay Wages Due At Termination
 (Lab. Code §§ 201-203)
 (Against All Defendants)

1 45. Plaintiff repeats and incorporates herein by reference each and every allegation set
2 forth above, as though fully set forth herein.

3 46. Sections 201 and 202 of the California Labor Code require Defendants to pay its
4 employees all wages due within 72 hours of termination of employment. Section 203 of the
5 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
6 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
7 full or an action is commenced. The penalty cannot exceed 30 days of wages.

8 47. Affected class members are entitled to compensation for all forms of wages
9 earned, including overtime compensation and compensation for non provided rest and meal
10 periods but to date have not received such compensation therefore entitling them Labor Code
11 section 203 penalties.

12 48. More than 30 days have passed since Plaintiff and affected Class Members have
13 left Defendants' employ, and on information and belief, have not received payment pursuant to
14 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
15 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
16 section 203 for failure to pay legal wages.

17 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
18 described herein and below.

19 **Fifth Cause of Action**
20 Knowing and Intentional Failure to Comply With Itemized Employee
21 Wage Statement Provisions
22 (Lab. Code § 226(b))
23 (Against All Defendants)

24 50. Plaintiff repeats and incorporates herein by reference each and every allegation set
25 forth above, as though fully set forth herein

26 51. Section 226(a) of the California Labor Code requires Defendants to itemize in
27 wage statements all deductions from payment of wages and to accurately report total hours
28 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
Defendants to maintain time records showing, among others, when the employee begins and ends
each work period, meal periods, split shift intervals and total daily hours worked in an itemized

1 wage statement, and must show all deductions and reimbursements from payment of wages, and
2 accurately report total hours worked by Plaintiff and the members of the proposed class. On
3 information and belief, Defendants have failed to record all or some of the items delineated in
4 Industrial Wage Orders and Labor Code §226

5 52. Plaintiff and Class Members have been injured by Defendants' actions by
6 rendering them unaware of the full compensation to which they were entitled under applicable
7 provisions of the California Labor Code and applicable IWC Wage Orders.

8 53. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
9 maximum of \$4,000.00 each for record-keeping violations.

10 54. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12 **Sixth Cause of Action**
13 Violation of Unfair Competition Law
14 (Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

15 55. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 56. Business & Professions Code Section 17200 provides:

18 As used in this chapter, unfair competition shall mean and include any **unlawful**,
19 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
20 misleading advertising and any act prohibited by Chapter 1 (commencing with
21 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
22 (Emphasis added.)

23 57. Defendants' violations of the Labor Code and Wage Order provisions set forth
24 above constitute unlawful and/or unfair business acts or practices.

25 58. The actions of Defendants, as alleged within this Complaint, constitute false,
26 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
27 Business and Professions Code section 17200, *et seq.*
28

59. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

60. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff Class as a result of the business acts and practices described herein.

61. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §203;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194; and
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: March 18, 2021

JAMES HAWKINS, APLC

James R. Hawkins, Esq.
James R. Hawkins, Esq.

James R. Hawkins, Esq.

Isandra Y. Fernandez, Esq.

Attorneys for Plaintiff

Maybelyn Ugale

EXHIBIT C

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

March 18, 2021

Via LWDA Website:

Labor and Workforce Development Agency Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

Stanford Health Care
Agent for Service of Process: Debra L. Zumwalt
450 Jane Stanford Way, Building 170, 3rd Floor
Stanford, CA 94305
Receipt No.: 7013 1090 0001 5857 4616

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 *et seq.*

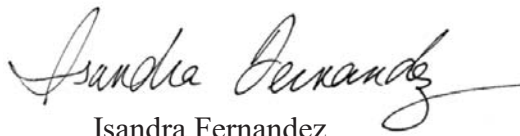
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Maybelyn Ugale on behalf of herself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Stanford Health Care. Plaintiff hereby attaches the [Proposed] Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code plaintiff alleges have been violated including the facts and his theories. All labor provisions alleged violated in the complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT; even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,


Isandra Fernandez

Enclosures: Class Action Complaint

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, MAYBELYN UGALE,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California
corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Timely Pay Wages**
- 5) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 6) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1 Plaintiff MAYBELYN UGALE on behalf of herself and all others similarly situated
2 assert claims against Defendant STANFORD HEALTH CARE and DOES 1 through 50,
3 inclusive as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant STANFORD HEALTH CARE and DOES 1 through 50, inclusive (hereinafter
8 “Defendants”) on behalf of Plaintiff MAYBELYN UGALE (hereinafter “Plaintiff”) and all
9 employees not classified as “Exempt” or primarily employed in executive, professional, or
10 administrative capacities, employed by, or formerly employed by STANFORD HEALTH CARE
11 in California (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

12 2. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
15 Employees: (1) were not paid proper wages they earned for all hours they worked including
16 minimum wage and/or proper overtime compensation; (2) were not permitted to take their full
17 statutorily authorized rest and meal periods, or had their rest and meal periods shortened and/or
18 provided to them late due to the scheduling and work load and time requirements placed upon
19 them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the
20 employees regular rate of compensation for each workday that the meal period and/or rest period
21 that was not properly provided.

22 3. During the liability period, Defendants have also failed to maintain accurate
23 itemized records reflecting total hours worked and have failed to provide Non Exempt
24 Employees with accurate, itemized wage statements reflecting total hours worked and
25 appropriate rates of pay for those hours worked.

26 4. During the liability period, Defendants have also failed to pay all wages owed to
27 discharged or resigned Class Members in a timely manner.
28

5. Plaintiff, on behalf of herself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1197, 1199, California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

7. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants conduct substantial and continuous commercial activities in Alameda County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Alameda County, California.

III.

PARTIES

8. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

9. On information and belief, Defendant STANFORD HEALTH CARE is a California corporation which is headquartered in Palo Alto, California and is engaged in providing health care services throughout California.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the

Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

12. Plaintiff was employed by Defendants at the Stanford Health Care – ValleyCare facility located in Pleasanton, California from on or about September 11, 2000 until on or about May 27, 2020. During her employment, she occupied a non-exempt hourly position in housekeeping.

13. Due to the time constraints and workload requirements implemented by Defendants, Plaintiff and Class Members were required to work during meal periods when they were “off the clock.” Further, Defendants required Plaintiff and Class Members to carry a pager and/or a work phone during their meal periods and rest breaks in case they were needed to return to work to perform a task. As such, Plaintiff and Class Members did not receive a duty free meal period. Defendants automatically deducted the 30 minutes for the meal period resulting in Plaintiff and Class Members remaining under Defendants’ control and thus working “off the clock” without compensation. Thus, Defendants failed to pay Plaintiff and Class Members all lawful wages earned including proper overtime compensation and/or minimum wage.

14. Plaintiff and Class Members were also frequently required to work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute meal period by the end of the fifth hour and not being compensated one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

1 15. Due to the demands of the work shift, Plaintiff and Class Members were typically
2 required to work without being permitted or authorized a minimum ten (10) minute rest period
3 for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at
4 their regular rate of compensation for each workday that a rest period was not provided, in
5 violation of California labor laws, regulations, and IWC Wage Orders. Plaintiff and Class
6 Members were also required to carry their pagers, phones and/or devices so that they could be
7 reached in the event that they were needed to return back to work. Additionally, as per
8 Defendants' policy and practice, Plaintiff and Class Members are not permitted to leave the
9 premises during their rest breaks in further violation of California law. As such, Plaintiff and
10 Class Members were not relieved of all duties during their rest breaks in violation of California
11 law.

12 16. On information and belief, Defendants willfully failed to pay all earned wages in a
13 timely manner to Non Exempt Employees; nor has Defendant paid to Plaintiff and affected Class
14 Members, upon or after termination of their employment with Defendant, all compensation due,
15 including but not limited to all wages owed and compensation for having failed to properly
16 provide rest periods and meal periods.

17 17. Defendants also failed to provide accurate, lawful itemized wage statements to
18 Plaintiff and the Class Members in part because of the above specified violations. In addition,
19 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
20 including premiums due and owing for meal and rest period violations, gross pay and net pay
21 figures from Plaintiff and the Class Members' wage statements.

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 currently employ and during the relevant period have employed over one hundred (100)
24 employees in the State of California in non-exempt hourly positions.

25 19. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
26 have been non-exempt employees within the meaning of the California Labor Code, and the
27 implementing rules and regulations of the IWC California Wage Orders.
28

V.

CLASS ACTION ALLEGATIONS

20. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

21. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including proper overtime compensation for all their hours worked;

b. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including minimum wage for all their hours worked;

c. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, who have not been provided an uninterrupted 30 minute meal period when they worked over five hours in a work shift by the end of the fifth hour and were not provided compensation in lieu thereof;

d. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and have not been provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

e. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and were not timely paid all wages due and owed to them upon the termination of their employment with Defendants; and

f. All persons who are or were employed by Defendants in the state of

1 California as hourly non exempt employees, within the statutory liability period, and were not
2 provided with accurate and complete itemized wage statements.

3 22. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
4 or modify the class description with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 23. This action has been brought and may properly be maintained as a class action
7 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
8 defined community of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 24. The potential members of the Class as defined are so numerous that joinder of all
11 the members of the Class is impracticable. While the precise number of Class Members has not
12 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
13 and/or during the relevant time period employed, approximately over 100 Non-Exempt
14 Employees in California who are or have been affected by Defendants' unlawful practices as
15 alleged herein.

16 **B. Commonality**

17 25. There are questions of law and fact common to the Class predominating over any
18 questions affecting only individual Class Members. These common questions of law and fact
19 include, without limitation:

20 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
21 Orders by failing to pay all earned wages including overtime compensation to Non- Exempt
22 Employees who worked in excess of eight (8) hours in a work day and/or more than forty (40)
23 hours in a workweek;

24 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
25 failing to pay minimum wages for hours worked without pay. Labor Code §1197 provides that
26 employees are to be paid minimum wage for each hour worked, and cannot be averaged the
27 minimum and the payment of a lesser wage than the established is unlawful;
28

1 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC
2 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non- Exempt
3 Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to
4 compensate said employees one hour wages in lieu of meal periods;

5 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
6 Wage Orders by failing to authorize and permit 10 minute rest periods to Non-Exempt
7 Employees for every four hours or major fraction thereof worked and failing to compensate said
8 employees one hours wages in lieu of rest periods;

9 v. Whether Defendants violated sections 201-203 of the Labor Code by failing to
10 pay all earned wages and/or premium wages due and owing at the time that any Class Members'
11 employment with Defendants terminated;

12 vi. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
13 Wage Orders by failing to, among other violations, maintain accurate records of Non- Exempt
14 Employees' earned wages, work periods, meal periods and deductions;

15 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
16 Professions Code by failing to pay proper minimum and/or overtime wages to Non- Exempt
17 Employees; failing to provide proper rest and/or meal periods and failing to pay compensation in
18 lieu thereof;; failing to pay wages due and owing at the time the employee's employment with
19 Defendants terminated failing to keep accurate records all in violation of Labor Code §§ 201,
20 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1199, and applicable IWC Wage Orders;

21 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
22 Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221,, 225, 226, 226.7, 510,
23 512, 1194, 1197, 1199 and applicable IWC Wage Orders which violation constitutes a violation
24 of fundamental public policy.

25 **C. Typicality**

26 26. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
27 and all members of the Class sustained injuries and damages arising out of and caused by
28

Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

27. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

29. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages

(Lab. Code §§ 510, 1194, 1199, 1197)

(Against All Defendants)

30. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

31. During the liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime and/or minimum wage in violation of California state wage and hour laws.

32. During the liability Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

33. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent working "off the clock" while subject to the control of Defendant all without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

34. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

35. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

36. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

37. By their failure to provide 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders. 37. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

1 38. By failing to record and maintain adequate and accurate time records according to
2 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
3 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
4 and Class Members.

5 39. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
8 §226.7.

9 40. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Third Cause of Action**
12 Failure to Provide Rest Periods
13 Or Compensation in Lieu Thereof
14 (Lab. Code §§226.7, IWC Wage Orders)
15 (Against All Defendants)

16 41. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 42. By Defendant's failure to provide lawful ten (10) minute rest period for every
19 four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to
20 provide compensation for such non-provided rest periods, as alleged above, Defendants willfully
21 violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

22 43. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
23 represent have been deprived of premium wages in amounts to be determined at trial, and are
24 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
25 §226.7.

26 44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
27 described herein and below.

28 **Fourth Cause of Action**
 Failure to Timely Pay Wages Due At Termination
 (Lab. Code §§ 201-203)
 (Against All Defendants)

1 45. Plaintiff repeats and incorporates herein by reference each and every allegation set
2 forth above, as though fully set forth herein.

3 46. Sections 201 and 202 of the California Labor Code require Defendants to pay its
4 employees all wages due within 72 hours of termination of employment. Section 203 of the
5 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
6 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
7 full or an action is commenced. The penalty cannot exceed 30 days of wages.

8 47. Affected class members are entitled to compensation for all forms of wages
9 earned, including overtime compensation and compensation for non provided rest and meal
10 periods but to date have not received such compensation therefore entitling them Labor Code
11 section 203 penalties.

12 48. More than 30 days have passed since Plaintiff and affected Class Members have
13 left Defendants' employ, and on information and belief, have not received payment pursuant to
14 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
15 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
16 section 203 for failure to pay legal wages.

17 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
18 described herein and below.

19 **Fifth Cause of Action**
20 Knowing and Intentional Failure to Comply With Itemized Employee
21 Wage Statement Provisions
22 (Lab. Code § 226(b))
23 (Against All Defendants)

24 50. Plaintiff repeats and incorporates herein by reference each and every allegation set
25 forth above, as though fully set forth herein

26 51. Section 226(a) of the California Labor Code requires Defendants to itemize in
27 wage statements all deductions from payment of wages and to accurately report total hours
28 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
Defendants to maintain time records showing, among others, when the employee begins and ends
each work period, meal periods, split shift intervals and total daily hours worked in an itemized

1 wage statement, and must show all deductions and reimbursements from payment of wages, and
2 accurately report total hours worked by Plaintiff and the members of the proposed class. On
3 information and belief, Defendants have failed to record all or some of the items delineated in
4 Industrial Wage Orders and Labor Code §226

5 52. Plaintiff and Class Members have been injured by Defendants' actions by
6 rendering them unaware of the full compensation to which they were entitled under applicable
7 provisions of the California Labor Code and applicable IWC Wage Orders.

8 53. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
9 maximum of \$4,000.00 each for record-keeping violations.

10 54. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12 **Sixth Cause of Action**
13 Violation of Unfair Competition Law
14 (Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

15 55. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 56. Business & Professions Code Section 17200 provides:

18 As used in this chapter, unfair competition shall mean and include any **unlawful**,
19 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
20 misleading advertising and any act prohibited by Chapter 1 (commencing with
21 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
22 (Emphasis added.)

23 57. Defendants' violations of the Labor Code and Wage Order provisions set forth
24 above constitute unlawful and/or unfair business acts or practices.

25 58. The actions of Defendants, as alleged within this Complaint, constitute false,
26 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
27 Business and Professions Code section 17200, *et seq.*
28

59. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

61. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

PRAYER

DEMAND FOR JURY TRIAL



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Isandra

Your Last Name *

Fernandez

Firm Name (if any) *

James Hawkins APLC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

nicole.solt@jameshawkins

Your Street Name, Number and Suite/Apt *

9880 Research Drive, 200

Your Mobile Phone Number

9493877200

Your City *

Irvine

Your Work Phone Number

9493877200

Your State *

California

Your Zip/Postal Code *

92618

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Maybelyn Ugale

Plaintiff/Aggrieved Employee Occupation *

Housekeeping

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Stanford Health Care

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

Employer City

Employer State

Please select... ▼

Employer Zip/Postal Code

Employer Industry *

Other ▼

Employer Industry for "Other" *

Medical

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

100

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt *

Billing City *

Billing State *

Please select... ▼

Billing Zip/Postal Code *

Credit Card Type *

Please select... ▼

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 03.18.21 PAGA Letter.pdf

Other Attachment – (if any) (must be a .pdf)

 03.18.21 Stan...omplaint.pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.