JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **<u>CLASS ACTION</u>** **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on May 6, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department 18 of the above-entitled Court, Plaintiffs Maybelyn Ugale and Brittny Swoopes, individually and on behalf of all other similarly situated individuals, will move for entry of an Order for the following:

1. Certifying the proposed class herein for purposes of settlement;
2. Appointing Plaintiffs Maybelyn Ugale and Brittny Swoopes as Class Representatives for purposes of settlement;
3. Appointing James Hawkins APLC and Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
4. Approving the proposed class action and Private Attorney's General Act ("PAGA") settlement, in the amount of $3,500,000, which is incorporated herein by reference;
5. Approving the application for payment to Class Counsel of attorneys' fees in the amount of $1,166,667;
6. Approving the application for payment to Class Counsel of reasonable costs in the amount of $31,866.77;
7. Approving a Class Representative Service Payment to each of the Class Representatives in the amount of $10,000;
8. Approving ILYM Group, Inc., to continue acting as the Administrator and for payment to ILYM Group, Inc., for administering said class action settlement in the amount of $19,950;
9. Approving the settlement of claims under the PAGA for the total amount of $150,000, 75% of which will be paid to the Labor and Workforce Development Agency and 25% of which will be paid to PAGA Group Members;
10. Determining that the settlement notification procedure and process complied with Class Members' due process rights;
11. Directing that any funds from Individual Class Payment and Individual PAGA Payment checks that were uncashed and cancelled after the void date, be transmitted to the non-profit organization Legal Aid At Work under the doctrine of *cy pres*; and

12. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(l)[1], and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved class action and PAGA settlement is fair, reasonable, and adequate as to all Class Members and should be given final approval by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Lance Dacre, the Declaration of Nathalie Beltran, the Declaration of Brittny Swoopes, exhibits, the record and files of this case, including the Declaration of Maybelyn Ugale in Support of Preliminary Approval, and any further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 3.30(d), a tentative ruling on the merits of this matter will generally be available by 4:00 p.m. two court days prior to the scheduled hearing and no later than 3:00 p.m. the court day before the hearing. Unless the court directs otherwise, the court's tentative ruling will be available online or by calling (866) 223-2244. The process for viewing a tentative ruling online are subject to change. Instructions for access to tentative rulings online can be found at http://www.alameda.courts.ca.gov/Pages.aspx/Tentative-Rulings. Whenever a tentative ruling has not been issued, the parties are to appear at the hearing unless otherwise ordered. Failure to contest the tentative ruling as required in the procedures referenced above will result in the tentative ruling becoming the order of the Court.

Dated: April 10, 2026

Shimoda & Rodriguez Law, PC

By: ______________________

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

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[1] Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because Plaintiffs' PAGA notices predate this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

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OTHER AUTHORITIES

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiffs Maybelyn Ugale ("Plaintiff Ugale") and Brittny Swoopes ("Plaintiff Swoopes") (both collectively referred to as "Plaintiffs") seek final approval of a non-reversionary wage and hour class action and Private Attorneys General Act ("PAGA") settlement in the gross amount of $3,500,000. *See generally* Exh. A to Declaration of Justin P. Rodriguez ("Decl. Rodriguez") (Class Action and PAGA Settlement Agreement ["Agreement"]). The preliminarily approved Agreement resolves all claims alleged in the cases of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"), and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 ("Swoopes Lawsuit") (the *Ugale* Lawsuit and the *Swoopes* Lawsuit sometimes collectively referred to as the "Actions"), which have been consolidated for pre-trial purposes. *See* Decl. Rodriguez, ¶¶ 2, 6; Declaration of Lance Dacre ("Decl. Dacre"), ¶ 5.

In the Actions, Plaintiffs have alleged that The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care Valley Care, and Stanford Health Care Tri-Valley[1] ("Defendant") (Defendant and Plaintiffs sometimes collectively referred to as the "Parties") violated California law by (1) failing to pay lawful wages; (2) failing to pay overtime; (3) failing to pay minimum wages; (4) failing to provide lawful meal periods or compensation in lieu thereof; (5) failing to provide lawful rest periods or compensation in lieu thereof; (6) failing to timely pay wages; (7) the knowing and intentional failure to provide accurate itemized wage statements; (8) failing to pay final wages; (9) failing to pay reimbursements for expenses; (10) failing to maintain accurate records; (11) failing to provide paid sick leave; (12) violating California Labor Code sections 558 & 558.1; and (13) engaging in unfair competition. *See* Decl. Rodriguez, ¶¶ 4-5; Decl. Dacre, ¶¶ 2-4. Plaintiffs have also alleged that Defendant is liable for civil penalties under the PAGA based on these violations. *See* Decl. Rodriguez, ¶ 3; Decl. Dacre, ¶ 3. Defendant has denied all of Plaintiffs' allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez ¶ 7; Decl. Dacre, ¶¶ 13.a-13.j. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See* Decl. Rodriguez, ¶ 7; Exh. A to Decl. Rodriguez, ¶ 2.11. However, subject to final Court approval,

[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 the Agreement releases and resolves claims brought against each of the defendants named in the Actions. *See* Exh. A to Decl. Rodriguez, pg. 1, n.1.

the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. Plaintiffs and Plaintiffs' counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez ¶ 13; Decl. Dacre, ¶ 11; Declaration of Maybelyn Ugale ("Decl. Ugale"), ¶ 4; Declaration of Brittny Swoopes ("Decl. Swoopes"), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

The reaction of Class Members to the preliminarily approved Agreement has been overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations therein being fair, reasonable, and adequate. **<u>There have been zero objections to the settlement and less than 1% of Class Members have opted out of the Agreement</u>**. *See* Declaration of Nathalie Hernandez ("Decl. Hernandez."), ¶¶ 11-12. It is well within the discretion of this Court to grant final approval of the settlement, which satisfies all of the criteria for final settlement approval under California law. Accordingly, Plaintiffs request that the Court: (1) certify the settlement class; (2) grant final approval of the Agreement; (3) find that the procedures used to notify Class Members complied with due process; (4) grant Plaintiffs' request for attorney's fees and costs, the Class Representative Service Payments, and Administration Expenses Payment; and (5) approve and adopt the proposed order granting final approval, which is filed concurrently herewith.

II. PROCEDURAL AND LITIGATION HISTORY

The *Ugale* Lawsuit was filed in Alameda County Superior Court on or about March 19, 2021, alleging class action 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. *See* Decl. Dacre, ¶ 2. Plaintiff Ugale also filed a notice with the Labor and Workforce Development Agency ("LWDA") on March 19, 2021, to exhaust administrative remedies under the PAGA for violation of the same California Labor Code sections outlined in the filed complaint. 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 PAGA claims alleged therein. *See* Decl. Dacre, ¶ 3. A First Amended Complaint was filed in the *Ugale* Lawsuit on September 7, 2021, adding a PAGA claim based on the violations outlined in the March 19, 2021, notice. *See id*.

On July 28, 2023, Plaintiff Swoopes filed a notice with 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 sections 558 & 558.1. The LWDA did not respond to the notice, authorizing Plaintiff Swoopes to act as a Private Attorney General on all PAGA claims alleged therein. *See* Decl. Rodriguez, ¶ 3.

The *Swoopes* Lawsuit was filed in Alameda County Superior Court on August 15, 2023, alleging class 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, adding a PAGA cause of action based on the violations alleged in the July 28, 2023, notice to the LWDA. *See id.* at ¶ 4.

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. *See* Decl. Rodriguez, ¶ 6; Decl. Dacre ¶ 5.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See* Decl. Rodriguez, ¶¶ 3, 8-10; Decl. Dacre, ¶¶ 7, 10, 12-13.j; Decl. Ugale, ¶ 4; Decl. Swoopes, ¶¶ 5-8. Plaintiffs worked during the time all of Defendant’s policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Ugale, ¶ 2; Decl. Swoopes, ¶ 2. The Parties engaged in formal and informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, employee handbooks, the total workweeks and pay periods worked by Class Members, the number for formerly employed Class Members within four years prior to the *Ugale* Lawsuit being filed, the number of pay periods and PAGA Group Members within the one-year penalty statute of limitations, and relevant standalone policies and memoranda regarding wage and hour policies and practices for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez ¶¶ 8-9; Decl. Dacre, ¶¶ 7, 12-13.j. Plaintiffs also employed an expert review and analyze many of these records. *See* Decl. Rodriguez ¶ 9; Decl. Dacre, ¶ 7. The information allowed Plaintiffs to determine the extent and frequency of any violations in accordance with Plaintiffs' contentions and create an accurate damages model to assess the reasonableness of any settlement. *See* Decl. Rodriguez ¶¶ 8-9; Decl. Dacre, ¶¶ 7, 12-13.j.

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. <u>Plaintiffs and Defendant Engaged in Extensive Arm's Length Negotiations</u>

The final settlement occurred only after extended, arm's length negotiations. Over the course of nearly four years and litigation across two separate cases Plaintiffs have been investigating the claims and discussing the merits and issues present in this case with Defendant's counsel. *See* Decl. Dacre, ¶¶ 2, 5-10, 12-13.j; Decl. Rodriguez ¶¶ 3, 6-10. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* The Parties attended mediation on October 22, 2024, with Tripper Ortman, but were unable to resolve the Actions. After approximately five (5) months of extensive, continued post-mediation settlement discussion facilitated by Mr. Ortman, the Parties were able to resolve the Actions through a mediator's proposal March 28, 2025. *See* Decl. Rodriguez, ¶ 10; Decl. Dacre, ¶ 8. Thereafter, the Parties continued to draft and negotiate the terms of the settlement for several months through a Memorandum of Understanding and, ultimately, the long form Agreement and Class Notice, resulting in a final, fully executed Agreement on November 5, 2025. *See* Decl. Rodriguez, ¶ 10; Exh. A to Decl. Rodriguez; Decl. Dacre, ¶ 9.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) "Class" or "Class Member" includes all persons who are or were employed by Defendant in the state of California as hourly, non-exempt employees at any time from March 19, 2017, up to October 22, 2024; and (b) "PAGA Group Member" includes all persons who are or were employed by Defendant in the state of California as hourly, non-exempt employees at any time from March 19, 2020, up to October 22, 2024. *See* Exh. A to Decl. Rodriguez, ¶¶ 1.4, 1.8, 1.31. There are approximately 2,846 Class Members and 2,630 PAGA Group Members PAGA Group Members. *See* Decl. Hernandez, ¶ 5.

2. Defendant will pay the Gross Settlement Amount of $3,500,000, which is exclusive of the employer's share of payroll taxes. *See* Exh. A to Decl. Rodriguez, ¶ 3.1. No portion of the Gross Settlement Amount will revert to Defendant. *See id*. PAGA Group Members will still be paid their Individual PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 1.24, 8.5.4.

3. Up to $10,000 will be paid to each of the Plaintiffs as a Class Representative Service Payment. This amount will be in addition to any amount Plaintiffs may be entitled to under the terms of the Agreement. *See id.* at ¶ 3.2.1.

4. The cost of settlement administration shall be paid out of the Gross Settlement Amount. *See id.* at ¶ 3.2.3. The final costs for ILYM Group, Inc., are $19,950, which is less than the allocated $25,000 under the Agreement. *See id.*; Decl. Hernandez, ¶ 17. The difference between the amount allocated under the Agreement and actual costs will be paid to Participating Class Members on a pro rata basis. *See* Exh. A to Decl. Rodriguez, ¶ 3.2.3.

5. The Parties agree that $150,000 of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. *See id.* at ¶ 3.2.4. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Group Members.[2] *See id.* Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by Defendant to maintain compliant policies and take corrective action, the

[2]Although the PAGA was recently amended, the amendments specifically state they are applicable to PAGA notices filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1)-(2). Because the PAGA notices in the Actions predate this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

presence of what may likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the $150,000 PAGA Penalties allocation represents a meaningful settlement aimed at deterring non-compliance given the facts of this case. *See* Decl. Dacre, ¶ 13.j; *see also Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving $0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1% of potential penalties); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving $10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately $5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving $1,500 PAGA allocation in $1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving $100,000 PAGA allocation in $3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at $53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving $10,000 PAGA allocation in a $3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) ($10,000 PAGA allocation from $2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) ($10,000 PAGA allocation from $6,900,000 settlement fund).

6. The Parties agree that up to one third (1/3) of the Gross Settlement Amount ($1,166,667) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Additionally, the Parties agree that Plaintiffs will be entitled to the actual litigation costs as approved by the Court. *See*

Exh. A to Decl. Rodriguez, ¶ 3.2.2. Defendant will not oppose any application for attorney's fees and costs so long as the amounts are within these thresholds. *See id.* Plaintiffs' expected final costs through the disbursement of all funds and a compliance hearing are $31,866.77, which is less than the allocated $40,000 under the Agreement. *See id.*; Decl. Rodriguez, ¶ 28; Exh. B to Decl. Rodriguez (Shimoda & Rodriguez Law Itemized Costs); Decl. Dacre, ¶ 26; Exh. 2 to Decl. Dacre (Hawkins Itemized Costs). The difference between the allocated amounts and the amounts ultimately awarded by the Court will be paid to Participating Class Members on a pro rata basis. *See* Exh. A to Decl. Rodriguez, ¶ 3.2.2.

7. Participating Class Members will release the Released Parties from all claims alleged in the operative complaint of either or both Actions and any additional wage and hour claims that could have been brought based on the facts alleged therein through the Class Period. *See id.* at ¶¶ 1.11, 1.36, 1.42, 6.2. The release excludes any claims that cannot be released as a matter of law. *See id.* at ¶ 6.2

8. Plaintiffs, on behalf of the LWDA, and the LWDA will release the Released Parties from all claims brought for civil penalties under the PAGA that were asserted in Plaintiffs' 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 therein through the PAGA Period. *See id.* at ¶¶ 1.31, 1.35, 1.42, 6.3. This release also excludes claims that cannot be released as a matter of law. *See id.* at ¶ 6.3.

9. Plaintiffs will release the Released Parties from the Class Representatives' Released Claims, which is a general release of any and all claims beyond those being waived by Participating Class Members, including a waiver of rights under California Civil Code section 1542. *See id.* at ¶¶ 1.42, 6.1-6.1.1. The Class Representatives' Released Claims also provides consideration for the Class Representative Service Payment. *See id.* at ¶¶ 1.14, 6.1.1.

10. 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*. *See id.* at ¶ 4.2.3. Because the Agreement provides for the distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code

section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiary clearly promotes the law consistent with the objectives and purposes underlying the lawsuit as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford legal representation, including providing representation for employees in wage claims before the California Labor Commissioner. *See id.* at 722-724; Decl. Rodiguez, ¶ 31.

c. <u>Allocation of Settlement Funds</u>

Payment to Participating Class Members and PAGA Group Members will <u>not</u> require the submission of a claim form. *See* Exh. A to Decl. Rodriguez, ¶ 3.1. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts approved for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment. *See id.* at ¶ 1.28. Individual Class Payments to Participating Class Members will be determined by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying that number by each Participating Class Member's Workweeks within the same period. *See id.* at ¶¶ 1.23, 1.46, 3.2.5. Twenty percent (20%) of the payment to Participating Class Members will be characterized as W-2 wages and eighty percent (80%) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶ 3.2.5.1. Individual PAGA Payments to PAGA Group Members will be determined by 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 then multiplying that number by each PAGA Group Member's PAGA Pay Periods within the same period. *See id.* at ¶¶ 1.24, 1.32, 3.2.4.1. The payment to PAGA Group Members will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 3.2.4.1.

V. PRELIMINARY APPROVAL OF THE CLASS ACTION AND PAGA SETTLEMENT AND NOTICE TO CLASS MEMBERS

Plaintiffs' motion for preliminary approval of the settlement was granted by the Court on December 10, 2025, with a formal Order entered to that effect on January 26, 2026. *See* Decl. Rodriguez, ¶ 11. To comply with the Class Members' due process rights, the Parties enlisted an exhaustive method to ensure the best practical means possible was used to provide notice to the Class. Contact information, workweek, pay period, and social security information were provided to the Administrator along with the Court approved Class Notice. *See* Decl. Hernandez, ¶¶ 4-5. Thereafter, the information was checked for any duplicates and/or discrepancies. *See id.* at ¶ 5. The Administrator also updated this information by doing an address trace for each individual though the National Change of Address database maintained by the United States Postal Service. *See id*. at ¶¶ 6-7. If a Class Notice was returned as undeliverable, further investigation was performed and they were re-mailed using updated information. *See id.* at ¶¶ 8-9. Of the 2,846 Class Notices mailed, only 11 were deemed undeliverable after use of these methods. *See id*. at ¶¶ 8-10. The Class Notice included information regarding the nature of the litigation, the rights being waived under the Agreement, all amounts to be requested and/or paid under the Agreement, including requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment, the amount allocated for PAGA Penalties, and the estimated shares each individual would receive for their Individual Class Payment and/or their Individual PAGA Payment. *See* Exh. A to Decl. Hernandez, pgs. 1-3 (Class Notice). The average distribution to Participating Class Members is approximately $742.97, with the highest gross payment being $2,048.72. *See* Decl. Hernandez, ¶ 15. These are clearly not nominal amounts especially considering the number of Participating Class Members. **Moreover, no objections to the preliminarily approved settlement have been made and less than 1% of Class Members opted out**. *See* Decl. Hernandez, ¶¶ 11-13.

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, *12-14 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he had not received due process because he did not receive notice until after the opt out period, finding that, so long as the notice process utilized is the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra*

Foods, Inc., 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notices in this case, the Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not receive actual notice due to their mailings being deemed undeliverable were still properly held to be part of the class settlement because they received the best notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that California has adopted a similar approach regarding providing notice to class members.

The notice method in *Rannis* is similar to that used in the present case. For example, the Class Notice contains all information necessary for a Class Member to assess the litigation, the settlement, and whether they wanted to participate, object, or opt-out. *See generally* Exh. A to Decl. Hernandez. The Administrator utilized a national change of address database, forwarding notices, and skip tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class Members notice of this settlement. *See* Decl. Hernandez, ¶¶ 7-10. Additionally, Class Members were provided instructions on how to view the entire motion for preliminary approval, the Notice, and all filings in this matter on the Court's case access web portal. *See* Exh. A to Decl. Hernandez, pg. 6, Section VI. The content of the notice provided and the manner in which it was provided to Class Members was the best practicable notice to satisfy due process.

VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE

Nothing has occurred since preliminary approval that would warrant any departure from the Court's December 10, 2025, Order and finding that the settlement is generally fair, reasonable and adequate. *See Gooding v. Vita-Mix Corp.*, 2018 U.S. Dist. LEXIS 13252, *8 (C.D. Cal. 2018). In fact, the average net recovery for Participating Class Members has increased from the $725 estimated at preliminary approval to $742.97. *See* Decl. Hernandez, ¶ 15. Thus, the case for the settlement being fair, reasonable, and adequate is even stronger at final approval. A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)[3]; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. <u>The Terms of The Settlement Are Fair and Within the Range of Reasonableness</u>

If the Court finds a proposed settlement falls within "the range of reasonableness," it should grant approval of the class action settlement as fair, reasonable, and adequate. *See, e.g.*, *North County Contr.'s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. "A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is

[3]The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

small." *See id.* at 1802; *see also In re Heritage Bond Litig.*, 2005 WL 1594403, *10 (C.D. Cal. June 10, 2005) ("It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members").

i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties

Settlement of the Actions was reached only after substantial litigation and extensive arm's length negotiations, which included a full day mediation and several months of post-mediation negotiations before reaching agreement on the essential terms of a settlement through a mediator's proposal. *See* Decl. Rodriguez, ¶¶ 3, 7-10; Decl. Dacre, ¶¶ 6-9. Further discussions and negotiations took place over several more months while the Parties finalized additional terms in a Memorandum of Understanding and, ultimately, in the long form Agreement. *See* Decl. Rodriguez, ¶ 10; Decl. Dacre, ¶¶ 8-9. At all times, the negotiations were adversarial, although still professional in nature. *See* Decl. Rodriguez, ¶¶ 7, 10.

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement

The Parties were in possession of all necessary information during the negotiations. The Parties engaged in substantial formal and informal discovery, which included all necessary components for evaluating the class claims and creating an accurate damages model. *See* at ¶¶ 3, 8-10; Decl. Dacre, ¶¶ 7, 10, 12-13.j. Plaintiffs were in possession of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiffs were able to make a reasonable estimation of Defendant's potential liability. *See id.* For these reasons, the settlement now before the Court was reached at a stage where "the parties certainly have a clear view of the strengths and weaknesses of their cases" sufficient to support the settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

iii. Plaintiffs' Counsel are Experienced in Similar Litigation

Plaintiffs' counsel have considerable experience in complex litigation such as class and PAGA actions. *See* Decl. Rodriguez ¶¶ 15-23; Decl. Dacre, ¶¶ 16-19. Thus, Plaintiffs' counsel are qualified to evaluate the class claims, the value of settlement versus moving forward with litigation, and viability of possible affirmative defenses. Plaintiffs' counsel believe that the Agreement is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the secured benefit to Class Members. *See* Decl. Rodriguez ¶ 13; Decl. Dacre, ¶ 11.

iv. No Class Members Objected and Less Than 1% of Class Members Opted Out

The reaction by Class Members to the Agreement and all the terms and allocations stated therein is overwhelmingly positive. **<u>Zero Class Members have objected to any aspect of the Agreement</u>** and only four (4) out of 2,846 Class Members (0.14%) have opted out. *See* Decl. Hernandez, ¶¶ 11-13. This provides strong evidence that the settlement is fair, reasonable, and adequate. *In re Heritage Bond Litig.*, 2005 WL 1594403, *10 ("It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members"); *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) ("The complete absence of Class Member objections to the Proposed Settlement speaks volumes with respect to the overwhelming degree of support for the Proposed Settlement among the Class Members. That unanimous, positive reaction to the Proposed Settlement is compelling evidence that the Proposed Settlement is fair, just, reasonable, and adequate").

v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiffs' Case and the Risks and Costs of Further Litigation

The adequacy of a proposed class settlement is not to be judged against any speculative or hypothetical maximums a plaintiff might achieve if the case went to trial. *See Wershba*, 91 Cal.App.4th at 246. Rather, the amount of the settlement must be judged against the realistic range of outcomes after considering the strength and weaknesses of plaintiff's case. *See Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal.App.4th 399, 409 (2010). As was set forth in detail in the declarations supporting preliminary and final approval, Plaintiffs' claims and the ability to obtain and maintain certification all the way through trial were heavily disputed by Defendant. *See* Decl. Dacre, ¶¶ 6-7, 13.a-13.i; Decl. Rodriguez ¶¶ 7, 10. After accounting for the risks and weaknesses associated with the asserted class claims, the estimated realistic range of recovery is between $4,826,227 to

$12,284,402. *See* Decl. Dacre, ¶¶ 13.a-13.i; Decl. Rodriguez ¶ 12. The Gross Settlement Amount secured by Plaintiffs represents approximately 28.5% to 72.5% of the realistic range of recovery. *See id.* After accounting for the requested attorney's fees and costs, Class Representative Service Payments, LWDA PAGA Payment, Individual PAGA Payments, and the Administration Expenses Payment, the Net Settlement Amount is $2,111,516.23. *See* Decl. Hernandez, ¶ 14. The Net Settlement Amount represents approximately 17.2% to 43.8% of the realistic range of recovery, with an average net award of $742.97 and maximum net award of $2,048.72. *See* Decl. Hernandez, ¶ 15; Decl. Dacre, ¶¶ 13.a-13.i; Decl. Rodriguez ¶ 12.

In addition to the substantial percentage of recovery, the average and maximum amounts recovered exceed the average net recovery in comparable wage and hour class action settlements approved in California state and federal Courts. *See, e.g., Andrade v. Beacon Sales Acquisition*, 2021 U.S. Dist. LEXIS 198561, *7 (C.D. Cal. 2021) ("The $195.20 average net recovery—the highest being roughly $586.66—meets or exceeds typical recoveries stemming from wage and hour class action settlements"); *Cooley v. Indian River Transp. Co.*, 2019 U.S. Dist. LEXIS 79587, *20 (E.D. Cal. 2019) (noting an average of $450.14 award to be a "favorable result" in a wage and hour class action settlement); *Roberts v. Marshalls of CA, LLC*, 2018 U.S. Dist. LEXIS 10884, *26 (N.D. Cal. 2018) (approving a settlement with an average gross payment to class members of $66.75 and the maximum gross payment was $424.68); *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an average of approximately $198.70, with the highest payment to a Class Member being $695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees requested"), *report and recommendation adopted,* 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of $50"); *Jones v. Bath & Body Works, Inc.*, 2016 U.S. Dist. LEXIS 89681, *8, *25 (C.D. Cal. 2016) (noting the average net recovery of $49.67 and maximum net recovery of $704.25 was a "favorable result"); *see also Miceli v Intern. Coffee & Tea, LLC*, No. BC557239, 2017 WL 2840618 (Cal. Super. May 31, 2017) (approving settlement where average settlement payment was $113.03). As the recovery obtained for Class Members exceeds amounts other Courts have identified and approved as favorable, the Agreement in this case is clearly fair, reasonable, and adequate and should be given final approval.

vi. The Settlement is a Reasonable Compromise of Claims

In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required there be a sufficient record that allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation" when evaluating the adequacy of a proposed class settlement. *See Kullar*, 168 Cal.App.4th at 120; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 409 (2010). Plaintiffs thoroughly set forth the realistic range of outcomes in this litigation as well as the data points relied upon in reaching these ranges in connection with preliminary and final approval. *See* Decl. Dacre, ¶¶ 13.a through 13.j. No Class Members have objected to the settlement or raised any issue with respect to the settlement in any way. *See* Decl. Hernandez, ¶ 12. Thus, nothing has happened since preliminary approval warranting a different or additional analysis. The record supporting approval of the settlement remains sufficient.

b. <u>Certification of the Settlement Class is Appropriate</u>

Class certification is appropriate when (1) the class is ascertainable and (2) there is "a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Dunk*, 48 Cal.App.4th at 1806. The "community of interest" element "embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *See id.* Here, the Court conditionally certified the settlement class in connection with preliminary approval and nothing has happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*, 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4 (N.D. Cal. 2017). After being provided with notice and the opportunity to opt out, only four (4) Class Members did so, resulting in 2,842 Participating Class Members. *See* Decl. Hernandez, ¶¶ 11, 13. This is still well in excess of what has been found sufficient to satisfy numerosity when certifying a class. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, requirements to certify this settlement class remain satisfied.

VII. THE AMOUNTS REQUESTED FOR THE CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSES PAYMENT, CLASS REPRESENTATIVE SERVICE PAYMENT AND ADMINISTRATION EXPENSES PAYMENT ARE REASONABLE AND SHOULD BE APPROVED

The Class Notice sent to Class Members specifically identified the allocations for attorney's fees and costs, the Class Representative Service Payments, and the Administration Expenses Payment. *See* Exh. A to Decl. Hernandez, pg. 2. The reaction of Class Members to these requested amounts provides useful evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 ("The absence of objections or disapproval by class members to Class Counsel's fee request further supports finding the fee request reasonable"). As noted above, there have been no objections raised to the Agreement or any term or allocation therein whatsoever. *See* Decl. Hernandez, ¶ 12. In addition to Class Members' reactions supporting the requested amount, the facts and applicable case law also support awarding these amounts in full.

An award of attorney's fees should include compensation for all hours reasonably spent. *See Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client). California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons v. Quest Diagnostics Clinical Lab'ys, Inc.*, 2017 WL 749018, *7 (E.D. Cal. 2017) ("Notably, while the California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage awards in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he benchmark in determining attorney fees is reasonableness." *Karton v. Ari Design & Constr., Inc.*, 61 Cal.App.5th 734, 744 (2021).

a. <u>A Fee of One-Third of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee</u>

An award of attorney's fees under the common fund doctrine is appropriate in this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be accurately traced to the settlement Plaintiffs and Class Counsel were able to negotiate on behalf of

Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). In this case, the Agreement allocates up to one-third (1/3) of the Gross Settlement Amount ($1,166,667) as the maximum potential fee award. *See* Exh. A to Decl. Rodriguez, ¶ 3.2.2. This is well within the range of fee award percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than $10 million); *Singer*, 2010 WL 2196104, *8 (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee in a $5.6 million wage and hour class action settlement], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee in a $16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a $3.75 million wage and hour class action settlement]).

The complexity and risk associated with this case also support a fee percentage of one-third (1/3) of the common fund. *See* Decl. Rodriguez, ¶ 14. This is not a case where the Parties went straight to mediation after a complaint was filed. Instead, Class Counsel shouldered the risk of contingent fee litigation against a large institutional employer over the course of nearly four (4) years and two separate cases before the Parties attended mediation. *See* Decl. Dacre, ¶ 8; Decl. Rodriguez, ¶¶ 10, 14. These risks were especially significant given the size and complexity of Defendant's hospital operations, requiring Plaintiffs to obtain and/or maintain class certification for 2,846 Class Members. *See* Decl. Rodriguez, ¶ 14. Consolidation of the Actions for pre-trial purposes also increased the complexity as it raised nuanced issues relating to managing the claims at trial and navigating the scope of potential res judicata and/or claim preclusion depending on exactly how the Court would have ruled on a certification motion and any later motion by Defendant to consolidate the Actions for all purposes, including trial. *See id.* Thus, the risks and substantial benefits secured for Class Members justify awarding one-third (1/3) of the Gross Settlement Amount in attorney's fees.

To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of attorney's fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client). Class Counsel, who are experienced wage and hour class action attorneys, have put a significant number of hours in this case. As discussed, class Counsel had to conduct substantial investigation, research numerous issues, review and analyze policies, independently analyze time records, and wage statements, as well as dedicate substantial time to analyze data, time records and payroll records. *See* Decl. Rodriquez, ¶¶ 25-27; Decl. Dacre, ¶¶ 22-23. Those efforts, along with negotiating settlement, obtaining preliminary approval, preparing and filing the final approval papers, required a significant amount of time and labor. *See id.*

The total amount of attorney time estimated to have been expended thus far, and estimated to be expended in finalizing this matter is 800.7 and Class Counsel's total lodestar is $690,755. *See* Decl. Dacre, ¶¶ 23-24 (showing 356.2 total hours and lodestar of $317,560 for James Hawkins APLC); Decl. Rodriguez, ¶ 27 (showing 444.5 total hours and lodestar of $373,195 for Shimoda & Rodriquez Law, PC); *Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989) (awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method).

The reasonableness of Class Counsel's fee request is also demonstrated by the fact that the amount requested would only result in a modest multiplier (1.69x) that is well within ranges approved in California Appellate Courts. *See Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"). Multipliers are typically awarded in contingent fee litigation to compensate counsel for the risk of non-payment:

> It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases. *See Richard Posner, Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent fees that may far exceed the market value of the services if rendered on a non-contingent basis are accepted in the legal profession as a legitimate way of assuring competent representation for Plaintiff who could not afford to pay on an hourly basis regardless whether they win or lose.

Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.), 19 F.3d 1291, 1299 (9th Cir. 1994). Moreover, "in the common fund context, attorneys whose compensation depends on their winning the case, must make up in compensation in the cases they win for the lack of compensation in the cases they lose." *See id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 ("The adjustment to the lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous"). As a lodestar cross check validates the common fund percentage requested, the Court should grant Class Counsel's fee request.[4]

b. Class Counsel's Expenses and Costs Were Necessarily Incurred to Achieve the Benefit Obtained

The appropriate analysis in determining whether particular costs are compensable is whether they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may recover as part of the award of attorney's fees those out-of pocket expenses that 'would normally be charged to a fee paying client'"); *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek reimbursement here are categories normally charged to hourly clients. *See* Decl. Rodriguez, ¶ 28; Exh. B to Decl. Rodriguez; Decl. Dacre, ¶ 26; Exh. 2 to Decl. Dacre. Therefore, Class Counsel's request for $31,866.77 in litigation costs should be approved.

c. Class Counsel's Request for A Class Representative Service Payment Is Justified In Light of The Results Achieved for the Class

A service payment to a named plaintiff is intended to recognize their time and effort on behalf of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved incentive awards of $300,000.00 to each named plaintiff in recognition of the services they provided to

[4] Class Counsel have entered into a Joint Prosecution Agreement wherein any fee awards shall be split between Class Counsel as follows: 65% to James Hawkins APLC and 35% to Shimoda & Rodriguez Law, PC. *See* Decl. Rodriguez, ¶ 5; Decl. Dacre, ¶ 25.

the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a $50,000.00 participation award); *Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving $10,000 awards to each of the four (4) named plaintiffs).

In this case Plaintiffs provided substantial support in helping to secure payment to Class Members as a result of this extended litigation. *See* Decl. Ugale, ¶ 4; Decl. Swoopes ¶ 8. Plaintiffs provided and explained a substantial number of documents critical to helping establish important facts central to this case, participated in substantial amount of discovery, and participating in mediation. *See* Decl. Ugale, ¶ 4; Decl. Swoopes ¶¶ 5-7. Plaintiffs are also subject to a much broader release of claims than Class Members, including a waiver of the rights afforded under California Civil Code section 1542. *See* Exh. A to Decl. Rodriguez, ¶¶ 6.1-6.1.1. A service payment to each of the Class Representatives in the amount of $10,000.00 is appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving this case, especially since this amount was identified in the Class Notice and no objections to it have been received. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393; *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006) (awarding $15,000 to each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class members)[5]; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a $15,000 representative enhancement out of a $150,000 settlement for 530 class members). Furthermore, it is important to note the $10,000 incentive payments approved in *Cellphone Termination Fee Cases* occurred in 2010. After adjusting for inflation, the present-day value of that award is approximately $14,992.54.[6] *See* U.S. Bureau of Labor Statistics Consumer Price Index Inflation Calculator, https://www.bls.gov/data/inflation_calculator.htm. In order to maintain the incentive that service payments provide, upward adjustments from amounts awarded in

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[5] In *West*, information necessary to assess enhancement payments relative to average payments received by class members was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a $5,000,000 gross settlement, the *West* Court approved the $15,000 enhancements where the average gross award for class members was $317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) *with West v. Circle K Stores, Inc.*, 2006 WL 8458679 at *2–3, *7-*8.

[6] Calculated using $10,000 from June 2010 to February 2026, the most recent date available.

prior cases should be made to account for inflation over time. Otherwise, the incentive for individuals to step forward and prosecute important public policies on behalf of a class will erode away over time just like the value of the payments themselves without adjustment.

d. The Court Should Approve the Administration Expense Payment

Since being approved as the Administrator, ILYM Group, Inc., has carried out its duties as set forth in the Court's order and the Agreement. *See generally* Decl. Hernandez. Under the Agreement, a maximum of $25,000 was set aside for administration costs. *See* Exh. A to Decl. Rodriguez, ¶ 3.2.3. ILYM Group, Inc.'s final costs are $19,950, well under the potential maximum Class Members were given notice of. *See* Decl. Hernandez, ¶ 17. Plaintiffs request that the Court approve the Administration Expense Payment in the amount of $19,950. *See Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *1, *4 (N.D. Cal. 2019) ($5,261 for settlement administrator's fees was not excessive where PAGA group consisted of 40 employees).

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully requests that this Court certify the class for settlement purposes; grant final approval of the proposed settlement, including the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment; find that the Class Notice and administration process satisfied Class Members' due process rights; and approve the proposed order submitted concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: April 10, 2026 By: ______________________

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiffs

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

I, Justin P. Rodriguez, declare:

1. I am an attorney at law duly admitted to practice before all the courts of the State of California and an attorney of record for Plaintiff Brittny Swoopes ("Plaintiff Swoopes") herein. I have personal knowledge of the matters set forth herein, and, if called as a witness, could competently testify thereto. I am making this declaration on behalf of Plaintiff Swoopes, the putative class members, and in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). A true and correct copy of the Class Action and PAGA Settlement Agreement ("Agreement") in this matter is attached to this declaration as Exhibit A.

2. The Agreement resolves all claims alleged in the cases of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"), and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 ("*Swoopes* Lawsuit") (the *Ugale* Lawsuit and the *Swoopes* Lawsuit sometimes collectively referred to as the "Actions"), which have been consolidated for pre-trial purposes.

3. We began investigating the claims with Plaintiff Swoopes on July 5, 2023, which included interviewing Plaintiff Swoopes, reviewing her documents, and seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff's Swoopes claims and documents, we believed the claims had merit and could be maintained as a class action and representative Private Attorney's General Act ("PAGA") case. On July 28, 2023, Plaintiff Swoopes sent notice to the Labor and Workforce Development Agency ("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.

4. On August 15, 2023, Plaintiff Swoopes filed the *Swoopes* Lawsuit 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. After exhausting administrative remedies for the PAGA claim, Plaintiff Swoopes filed a First Amended Complaint ("FAC") 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. A copy of the FAC was thereafter uploaded to the LWDA. The FAC is the operative complaint in the *Swoopes* Lawsuit.

5. We did not learn of the *Ugale* Lawsuit until after our FAC in the *Swoopes* Lawsuit was filed. Similarly, we did not learn that Stanford Health Care Tri-Valley was formally known as and did business as The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare (Stanford Health Care Tri-Valley and The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare referred to as "Defendant") until after the FAC in the *Swoopes* Lawsuit was filed. After becoming aware of the *Ugale* Lawsuit, we began working with Plaintiff Ugale and her counsel to litigate the claims for the benefit of Class Members. Our firm has entered into a joint prosecution and fee sharing agreement with James Hawkins APLC wherein 35% of any fee award will be distributed to Shimoda & Rodriguez Law, PC, and 65% of any fee award will be distributed to James Hawkins APLC. The joint prosecution and fee sharing agreement has been disclosed to Plaintiff Swoopes and Plaintiff Maybelyn Ugale ("Plaintiff Ugale") (Plaintiff Swoopes and Plaintiff Ugale collectively referred to as "Plaintiffs"), who have provided their written consent.

6. On December 3, 2024, the Court ordered the *Swoopes* Lawsuit and the *Ugale* Lawsuit be consolidated for pre-trial purposes. The Court also required all new filings in the Actions be filed under the *Ugale* Lawsuit as the lead case.

7. Defendant is represented in this matter by Gordon Rees Scully Mansukhani, LLP. From the beginning, Defendant has contested the merits of the claims, the suitability of the claims for class action and/or representative treatment, the manageability of the claims at trial, and the ability to prove a violation in each pay period for each employee among other defenses and contentions they made challenging the propriety of the claims. Defendant further contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion

to substantially reduce any such penalties owed based on evidence of good faith attempts to comply with California Labor Code obligations by Defendant. Notwithstanding the agreement to settle this matter, Defendant believe the practices Plaintiffs are contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiffs and Class Members. Also, Defendant have contended that this matter is not appropriate for class certification outside of this proposed class settlement.

8. We have reviewed a substantial number of documents in connection with informal and formal discovery during our investigation of the claims. Based on the expected testimony from Plaintiffs and Class Members, a review of Defendant's policies and procedures and other documents relating to the alleged claims, information on the number of Class Members, Class Members' total workweeks within the Class Period, pay periods within the one (1) year penalty statute of limitations, the number of Class Members who separated employment within three (3) years of this case being filed, and a representative sample of Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that have taken place, I believe that the proposed settlement is in the best interest of the class. The length and risk of continued litigation and trial, as well as other normal perils of complex litigation that impact the value of the claims, were also considered and weighed in reaching the Settlement. In addition, the prospects of class certification and maintaining class certification through trial notwithstanding the numerous challenges raised by Defendant were considered throughout the negotiation process. I further considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiffs were successful on proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a good faith dispute, which could eliminate the value of several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or factual issues in the case.

9. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our paralegal, and myself, along with Plaintiff Swoopes' assistance, thoroughly investigated the merits of the claims and potential damages for such claims. The parties engaged in formal and informal discovery and

exchange of documents that included, but was not limited to, a representative sampling of employee data, including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks, bulletins, and memoranda containing Defendant's policies for the entirety of the statute of limitations applicable to the alleged claims. Spreadsheets produced by Defendant included more than 299,109 rows of data covering approximately seven years' worth of payroll and timecard data pay periods for the 270 individuals within the sample group. While an expert was used to analyze many of the records produced, our office also reviewed and analyzed them to assess the claims and how the record could be utilized to address certification issues and better understand issues related to damages. Review of this data included comparing the time records and payroll data with approximately 147 unique pay codes and Defendant's wage and hour policies pay period by pay period, which evolved over the course of the Class Period. From the production, Class Counsel's review, and expert review, Plaintiffs were able to determine information critical to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond to liability under our theories of liability, average number of workweeks and pay periods that had potential violations based on the asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the number of former employees. This information allowed Plaintiffs to assess both liability and damages and create an accurate damages model.

10. Throughout this litigation our office had numerous communications with Defendant's counsel discussing our respective positions. The Parties engaged in mediation on October 22, 2024, using an experienced mediator, Tripper Ortman. The Parties were unable to resolve the matter at mediation and continued post-mediation negotiation discussions facilitated by the mediator for approximately five (5) months. This included multiple calls, emails, and additional data analysis to address the disputes preventing resolution at mediation. The essential terms of an agreement were reached on March 28, 2025, as a result of a mediator's proposal. The Parties continued to negotiate the terms of the settlement for several months through a Memorandum of Understanding and, ultimately, the Agreement and accompanying Class Notice. The Agreement was fully executed on November 5, 2025. It was only after nearly four (4) years of litigation in the *Ugale* Lawsuit and litigating the separately filed *Swoopes* Lawsuit that the Parties were able to resolve the claims alleged in the Actions and begin

working towards settlement approval. At all times the negotiations and litigation have been adversarial, though still professional in nature.

11. Plaintiffs' motion for preliminary approval of the class action and PAGA settlement was granted by the Court on December 10, 2025, with a formal Order entered to that effect on January 26, 2026. A copy of the signed order was uploaded to the LWDA website.

12. I have reviewed the Declaration of Lance Dacre and agree with his statements regarding the case history, the assessment of the value of Plaintiffs' claims, the mediation that took place, and the discovery and investigations performed. In total, the realistic range of recovery for the class claims is between $4,826,227 to $12,284,402. Thus, the Gross Settlement Amount ($3,500,000) represents approximately 28.5% to 72.5% of the realistic range of recovery. As noted in the Declaration of Nathalie Hernandez, the Net Settlement Amount is $2,111,516.23 after accounting for the requested attorney's fees and costs, Class Representative Service Payments, LWDA PAGA Payment, Individual PAGA Payments, and the Administration Expenses Payment. The Net Settlement Amount represents approximately 17.2% to 43.8% of the realistic range of recovery, with an average net award of $742.97 and maximum net award of $2,048.72.

13. I believe the settlement before the Court for approval represents a fair and reasonable compromise based on the realistic potential recovery and is within the "ballpark" of a fair, reasonable, and adequate settlement of the wage and hour class action and Private Attorneys General Act claims alleged in the Actions. The average and maximum amounts recovered meet or exceed typical recoveries in wage and hour class action settlements, including those that Courts have recognized as good and/or favorable a settlement class.

14. In agreeing to take on the case for all Class Members, our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial and risked a substantial amount of time spent litigating for little to no recovery if the Court were to deny class certification and only Plaintiff Swoopes' individual claims remained. The risks attendant to certification are much higher when proceeding against a larger, institutional employers like Defendant. With the increased size of an employer there are more avenues

to challenge certification, including the potential for higher numbers of separate supervisors, department specific protocols relating to hours worked, compensation, and reimbursement, and a larger class size, which is in excess of 2,840 Class Members in this case. The potential size of this case exponentially increased the risk of contingency class litigation, which is already significantly risky when dealing with small to medium employers and 50-100 potential class members. Consolidation of the Actions for pre-trial purposes also increased the complexity of the case and associated risks as it raised nuanced issues relating to managing the claims at trial and navigating the scope of potential res judicata and/or claim preclusion depending on exactly how the Court would have ruled on a certification motion and any later motion by Defendant to consolidate the Actions for all purposes, including trial. We also took on the risk that the case may be subject to unfavorable summary judgment rulings on the merits even if we were able to certify the alleged claims. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are complying with all their legal obligations towards employees and paying employees all their hard-earned wages. We rely on attorney's fee awards in order to continue working to ensure California wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent employees who are denied wages, but whose cases may be time-consuming and difficult to prove. There have been many class cases we have litigated where, ultimately, we get zero for our time because we are unable to meet certification requirements or the company becomes financially insolvent. Additionally, there are numerous occasions, where the fee recovered actually results in a negative multiplier of our lodestar as the amount of work required to obtain a good result for the class is usually more than the common fund request we make to compensate our time.

15. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris

Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

16. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I was recognized as a Super Lawyer (Rising Star). From 2025 to present, I have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc,, Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm.

Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.,* Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Anguay v. Placer Title Company, et al.,* Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC,* Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.,* Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.,* Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC,* Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.,* Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.,* Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton,* Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.,* Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.,* Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.,* Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.,* Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.,* Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.,* Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.,* Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.,* Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.,* Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.,* Case No. 34-2017-00222101 (Sac. Sup. Ct.);

- *De Arcos v. Amware Pallet Services, LLC,* Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.,* Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union,* Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.,* Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.,* Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company,* Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.,* Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.,* Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.,* Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.,* Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.,* Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 Protective Services, LLC, et al.,* Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.,* Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.,* Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services,* Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365,* Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.,* Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.,* Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.,* Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.,* Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.,* Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.,* Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.,* Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire,* Case No. 34-2010-00082201 (Sac Sup. Ct.);

- *Salas, et al. v. Joint Ventures, LLC, et al.,* Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovations Fanfare, L.P., et al.,* Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.,* Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.,* Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation,* Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.,* Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC,* Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated,* Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

18. My partner, Galen T. Shimoda, Esq., worked with me on this matter and assisted with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar

Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

19. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases. Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel include the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);

- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC,* Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC,* Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.,* Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.,* Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);

- *Hernandez et al. v. MP Nexlevel, LLC et al,* Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services,* Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.,* Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.,* Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.,* Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al*., Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.,* Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and

- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

20. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

21. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, PAGA claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in September 2022. Mr. Konini has worked on the written and oral discovery, including defending a PAGA representative's deposition, drafting special interrogatories and request for production of documents, calculating class-wide damages, communicating with class representatives, drafting mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.,* Case No. 34-2018-00236898, *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290, *Gomez v. Vander Schaaf Dairy*, et al., Case No. STK-CV-UOE-2020-0003954, *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473, *Hussaini v. Integrated Resources, Inc*., et al, Case No. 34-2021-00297152. (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc*., Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc*., Case No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.,* Case No. 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.,* Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.,* Case No. 34-2018-00234954 (Sac. Sup. Ct), *Pek, et al v. Varris Management, Inc.,* Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau*

Bier Garten, LLC, et al., Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely revolves around wage and hour matters, including PAGA claims

22. My former associate, Brittany V. Berzin, Esq., also worked with me on this case. Ms. Berzin attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. Ms. Berzin received her J.D. from the University of the Pacific McGeorge School of Law. Ms. Berzin joined Shimoda & Rodriguez Law, PC as a law clerk in February 2015 where she gained civil litigation experience working on individual, class action and PAGA employment cases throughout law school. Ms. Berzin also participated in an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations, advising employees of their legal remedies on a variety of matters (*e.g.,* wage and hour, discrimination, harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and providing representation in wage claims before the California Labor Commissioner. From 2016-2017, Ms. Berzin completed an externship at the Federal Public Defenders Office as a Certified Law Student where Ms. Berzin obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented clients in a variety of hearings (*e.g.,* arraignments, motion hearings, sentencing hearings, etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District Court for The Eastern District of California. Ms. Berzin was also a member of the nationally recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law school. In May 2017, Ms. Berzin graduated from the University of the Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of her class. Ms. Berzin received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. From 2020 to 2024, Ms. Berzin was recognized as a Super Lawyer (Rising Star). Ms. Berzin has been a member of the executive committee of the Sacramento County Bar Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in 2021. Ms. Berzin has over seven years of experience working on civil litigation and employment law matters. Most of that experience has been specific to analyzing and litigating wage and hour claims. As an associate, Ms. Berzin has worked on a variety of individual,

class action, and PAGA cases involving wage and hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor misclassification, and salaried misclassifications. Some of the class action and/or PAGA cases that Ms. Berzin litigated while with our firm include the following:

- *Arosemena v. Ranchhodrai, Inc., et al.,* Case No. STK-CV-UOE-2019-15963 (San Joaquin Sup. Ct.);
- *Arroyo v. Epic Home Solar,* Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- *Balli v. Brown Box Investments, Inc., et al.,* Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- *Barkhousen, et al. v. Bank of Stockton,* Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Barrios v. American Property Management, Inc.,* Case No. 1:18-cv-00352-AWI-SKO (E.D. Cal.);
- *Callahan v. Creative Alternatives, Inc., et al.,* Case No. 2027518 (Stanislaus Sup. Ct.);
- *Collazo v. T.O.P. Marketing Group, Inc.,* Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- *Cristobal v. BAT Residential Services, Inc.,* Case No. FCS056331 (Solano Sup. Ct.);
- *Coronado v. MGD, Inc.,* Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- *Estrada v. MAD Security Services, Inc.,* Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.,* Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Finance of America Wage And Hour Cases,* Case No. JCCP 5081 (Orange County Sup. Ct.);
- *Gomez, et al. v. Kleary Masonry, Inc.,* Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- *Gonzalez v. Northcentral Pizza, LLC, et. al.,* Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC,* Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Green v. Warden Security Associates, Inc.,* Case No. 22CV396140 (Santa Clara Sup. Ct.);
- *Hampton v. Unlimited Security Specialists, Inc.,* Case No. CV2021-2130 (Yolo Sup. Ct.);
- *Hercules, et al. v. Maximus Services, LLC,* Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Insixiengmay v. Hyatt Corporation,* Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- *Kurtz v. Perimeter Security Group, LLC, et al.,* Case No. CU19-083650 (Nevada Sup. Ct.);

- *Leong-Call v. MRB Foods, Inc.,* Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- *Magat v. Medical Care Professionals, Inc., et. al.,* Case No. SCV0042579 (Placer Sup. Ct.);
- *Mayorga v. Brown Strauss, Inc.,* Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.);
- *McGhee v. Salute Incorporated,* Case No. 34-2022-00315317 (Sac Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.,* Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.,* Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction,* Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.,* Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- *Saavedra, et al. v. SMF Global, Inc.,* Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.,* Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.,* Case No. 34-2018-00243048 (Sac. Sup. Ct.);
- *Strawn v. Bridgestone Retail Operations, LLC,* Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation,* Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.,* Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.,* Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- *Vasquez v. Chriswell Home Improvements, Inc.,* Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.,* Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation,* Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC,* Case No. FCS055317 (Solano Sup. Ct.).

23. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

24. Class Counsel is requesting attorneys' fees and costs pursuant to the common fund doctrine as we believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989), and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478

(1980). Plaintiffs have been able to secure an identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation should be born equally amongst all Class Members receiving these benefits. The settlement recovery provides a good result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. As noted above, there were substantial risks in agreeing to take this complex class action case on a contingency basis with the possibility that there would be no recovery for the time and effort expended on behalf of the Class. In my experience, the attorney's fee request of one-third (1/3) of the common fund is within ranges typically approved in wage and hour class action litigation. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases).

25. I believe a lodestar cross check supports awarding one-third (1/3) of the common fund for attorney's fees in this case. The total lodestar for my firm is approximately $373,195 based on approximately 444.5 hours, which includes an estimated 10 hours of time for myself and Mr. Konini preparing for and attending the final approval hearing, ensuring compliance with the Court's order regarding distribution of all funds as outlined in the Agreement, and preparing filings for and attending any compliance hearing(s). As noted above, the attorneys from my firm who have worked on this matter include Mr. Shimoda, Mr. Konini, Ms. Berzin, and myself. Mr. Shimoda has approximately 23 years of experience litigating wage and hour matters including complex wage and hour class, PAGA and FLSA matters. I have approximately 14 years of experience litigating wage and hour cases including complex wage and hour class, PAGA and FLSA matters. Approximately 6 years of Mr. Konini's total litigation experience has been focused on wage and hour matters, including complex class and PAGA cases. During her time working at my firm, Ms. Berzin had approximately 4 years of experience litigating complex wage and hour class and PAGA representative actions, though she also gained several years of experience in this area at my firm as a law clerk before becoming an attorney.

26. The general categories of work performed by my firm and tasks within those categories to date as well as those expected preparing for the final approval hearing and monitoring the distribution of all funds though any compliance hearing(s) should the Court grant final approval include the following:

a. **<u>Pre-filing investigation, Pleadings, Admin Exhaustion</u>**. Includes initial client meetings and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Public records requests for prior Labor Commissioner/DOL filings; Drafting pleadings, notices, administrative filings; Reviewing and responding to Defendant's court filings; Communications with opposing counsel regarding same, internal communications at SRL regarding same, and communications with client regarding same;

b. **<u>Case Review & Management</u>**. Includes time spent discussing general plan of action updates and strategy in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Research and review regarding potential overlapping cases and subsequent filings; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Review re: Complex Department procedures, standing orders, and local rules; Discussions with co-counsel re: joint prosecution of claims; Research and review regarding consolidation and effects on certification, trial, and 5-year statute; Research regarding drafting trial plan and discovery schedules to comply with certification schedules; Communications with opposing counsel regarding same, internal communications at SRL and with co-counsel regarding same, communications with client regarding same;

c. **<u>Discovery (Non-Mediation Related)</u>**. Includes time spent preparing discovery requests, meetings/calls with client in preparation for discovery responses, drafting Belaire Notice, and drafting Protective Order; Research regarding discovery issues and objections for meet and confer; Reviewing discovery responses; Document review and analysis; Seek out witnesses & conduct interviews to obtain declarations; Speak with Class Members re: personnel records requests and review of documents; Review records/public records requests re: Defendant entity status, prior mergers, predecessor entity names, and successor entity names; Communications with opposing counsel regarding same, internal communications at SRL and with co-counsel regarding same, communications with client regarding same.

d. **<u>Discovery / Investigation for Mediation</u>**. Includes time spent reviewing/preparing informal discovery requests specifically geared towards mediation; Reviewing informal mediation productions, including data, analyses, documents, and public records; Reviewing communications with expert, expert report, and analysis; Review and analysis of excel spreadsheets for representative sample; Research regarding damages calculations and calculations; Communications with opposing counsel regarding same, internal communications at SRL and with co-counsel regarding same, communications with client regarding same;

e. **Mediation / Direct Negotiations**. Includes time spent reviewing/revising mediation brief and reviewing file/pulling exhibits for mediation; Preparing for and attending mediation; Reviewing/preparing analyses regarding damages; Pre/post mediation communications with mediator; Post-mediation research regarding issues raised at mediation; Direct communications re: settlement & mediation with opposing counsel; Soliciting settlement administration bids; Drafting MOU; Communications with opposing counsel regarding same, internal communications at SRL and with co-counsel regarding same, communications with client regarding same;

f. **Drafting Settlement Agreement**. Includes time spent preparing long form agreement and class notice, revisions relating thereto; Research re: Court approval procedures and prior orders for anticipated issues in approval process; Research regarding disputed terms; Communications with opposing counsel regarding same internal communications at SRL and with co-counsel regarding same, communications with client regarding same; and

g. **Settlement Approval and Administration**. Includes time spent reviewing/revising motion for preliminary approval and supporting declarations; Drafting declarations in support of preliminary approval; Communications with Administrator, regarding class data, notice to class members, and review of notice/calculations; Review Class Notice, allocations, and estimated distributions for compliance with Agreement and approval order; Review status reports and Class Member responses to notice; Calls with Class Members re: questions about settlement and notice; Communicate with Administrator and review/revise Administrator declaration for final approval; Drafting motion for final approval, supporting declarations, proposed order, and research regarding same; Research/review re: Court approval procedures and guidelines; Supervising final distributions and compliance with the Court's final approval order and attending any compliance hearing(s);

Communications with opposing counsel regarding same, internal communications at SRL and with co-counsel regarding same, communications with client regarding same.

27. The total number of hours spent litigating this matter by my firm is 444.5 (Mr. Shimoda – 87.1 hours, myself – 250.8 hours, Mr. Konini – 50.3 hours, and Ms. Berzin – 56.3 hours). Mr. Shimoda's hourly rate is $975, my hourly rate is $900, Mr. Konini's hourly rate is $600, and the hourly rate for work performed by Ms. Berzin is $575. Thus, the total lodestar for my firm is approximately $373,195. Based on my review of attorney's fee awards, and the filings in support thereof, in the United States District Court for the Northern District of California, which includes Alameda County, I believe these hourly rates and the rates charged by James Hawkins APLC are within the range of prevailing hourly rates in the local community. In fact, some Bay Area firm's and corporate counsel's hourly rates in 2020 exceeded $1,300 per hour for partners with experience of 25-30 years or more. The hourly rates are also in line with the adjusted Laffey Matrix attached to Mr. Dacre's declaration. The Northern District has utilized the adjusted Laffey Matrix to ascertain reasonable hourly rates, and the California Court of Appeal has approved the use of the adjusted Laffey Matrix by trial Courts. *See In re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921-922 (N.D. Cal. 2005);[1] *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691, 701 (2014).

28. Although the Agreement set out a maximum of $40,000 for potential attorney's costs, the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is $31,866.77 ($10,228.70 incurred by Shimoda & Rodriguez Law, PC, and $21,638.07 incurred by James Hawkins APLC). A true and correct copy of my firm's itemized costs incurred prior to the filing of this Motion and the expected costs incurred through the final approval and compliance hearing(s) is attached to this declaration as Exhibit B. These costs were all incurred to advance the interests of Class Members in this litigation and are of the kind that we would normally bill to fee paying clients. The difference in

[1] Current data for the same tables utilized by the Court in *In re HPL Technologies* to make the Laffey Matrix more comparable to the Bay Area can be found at https://www.uscourts.gov/sites/default/files/document/jsp_washington_2026.pdf and https://www.uscourts.gov/sites/default/files/document/jsp_san_jose_2026.pdf. Based on the same formula used by the Court in that case, the rates in the adjusted Laffey Matrix should be increased by 8.4% to be reflective of comparable rates in the Bay Area (146.34 - 134.94) / 134.94 = 0.084481). *See In re HPL Technologies, Inc. Securities Litigation,* 366 F.Supp.2d at 922, n. 1.

the actual total costs and the maximum amount allocated under the Agreement will be distributed to Class Members on a pro rata basis as outlined in the Agreement.

29. A copy of the Agreement and the entire Motion was submitted to the LWDA for review at the same time the Motion was submitted to the Court pursuant to California Labor Code section 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were provided to the LWDA and that the LWDA has confirmed receipt are attached to this declaration as Exhibit C.

30. The designated *cy pres* beneficiary is Legal Aid At Work. Only those funds that remain from uncashed settlement checks will be sent to the *cy pres* beneficiary pursuant to section 4.2.3 of the Agreement. I believe the services provided by Legal Aid At Work promote the law consistent with the objective of wage and hour class actions in general and in this case specifically. Legal Aid At Work is a non-profit organization that provides free legal services to low-wage workers with employment law claims, addressing (a) violations of wage-and-hour laws; (b) workplace retaliation; (c) discrimination on account of race, national origin, disability, sex, gender identity, sexual orientation, pregnancy, immigration status and language proficiency; (d) harassment; and (e) failure to comply with equal pay laws, family medical leave, and accommodation laws.

31. Renald Konini, Galen T. Shimoda, and I have never done any work, volunteer or otherwise with Legal Aid At Work. While employed with our firm, Ms. Berzin had not done any work, volunteer or otherwise with Legal Aid At Work and has never received any compensation, direct or indirect, for designating Legal Aid At Work as a *cy pres* recipient. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have ever received any compensation, direct or indirect, for designating Legal Aid At Work as a *cy pres* beneficiary. We have no interest in Legal Aid At Work, whether in its governance, financially, or otherwise.

32. I am not aware of any conflict of interest with any Plaintiffs or Class Members relating to the Actions or any interest in the third-party administrator, ILYM, nor am I aware of any conflict of interest between the Plaintiffs Class Members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 10, 2026, in Sacramento, California.

Justin P. Rodriguez

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 Brittny 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).

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[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 able 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.

<u>5. ESCALATOR CLAUSE.</u> 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.

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

6.1. <u>Class Representatives' Release</u>. 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. <u>Release by Participating Class Members</u>: 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-Judgement 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:
Maybelyn Ugale
AB5FF8375938 48C...
Plaintiff Maybelyn Ugale

Date: 10/28/2025

Brittny Swoopes (Oct 28, 2025 16:29:59 PDT)
Plaintiff Brittny 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.

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: ______________ ________________________________
Plaintiff Maybelyn Ugale

Date: ______________ ________________________________
Plaintiff Brittny Swoopes

Date: October 27, 2025 Signed by: Misty Jones 216C534199AB4D4...
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 Brittny 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 Brittny 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 ______ 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 _______. 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. <u>SUMMARY OF THE PROPOSED SETTLEMENT</u>

A. <u>The Amount of the Settlement</u>

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. <u>Individual Settlement Amounts and Allocation Between Class Members and PAGA Group Members</u>

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 ______ Pay Periods during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be _______. 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 _________. 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 _________. 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 __________. 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 ____, 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 _____ at _____ 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

Date	Description	Amount
7/28/2023	Payment to LWDA - PAGA Filing Fee	$75.00
7/28/2023	Certified Mail - PAGA Letters to Employers (4)	$35.08
8/17/2023	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	$500.00
8/17/2023	One Legal Service & Filing Fee - Complaint, CCCS, Summons, Complex Fee	$ 1,496.48
8/21/2023	Affordable Legal Service Fee - Service of Complaint	$113.55
8/23/2023	One Legal Service & Filing Fee - Proof of Service	$19.15
10/17/2023	One Legal Service & Filing Fee - Amended Complaint	$48.65
12/4/2023	Payment to Court - Docket Orders Downloads	$18.00
1/11/2024	One Legal Service & Filing Fee - Ltr. To Court Re: Multiple Complex Charges	$19.15
2/22/2024	One Legal Service & Filing Fee - Protective Order	$41.59
4/4/2024	Mediation fee	$7,500.00
4/11/2024	One Legal Service & Filing Fee - Notice of Disassociation	$21.00
11/7/2024	Payment to Court - Docket Order Download	$6.00
11/22/2024	One Legal Service & Filing Fee - Case Management Statement	$21.06
10/15/2025	One Legal Service & Filing Fee - Case Management Statement	$24.99
12/15/2025	Payment to Court - Docket Order Download	$4.00
Anticipated	One Legal Service & Filing Fee - Motion for Final Approval & Courtesy Copy	$225.00
Anticipated	One Legal Service & Filing Fee - Notice of Entry Re: Final Approval Order	$25.00
Anticipated	One Legal Service & Filing Fee - Compliance Declaration	$35.00
	TOTAL:	**$10,228.70**

EXHIBIT C

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **DECLARATION OF LANCE DACRE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

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 Plaintiff Maybelyn Ugale ("Plaintiff Ugale") in the case of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"). I submit this declaration in support of the Motion for Final Approval of Class Action and PAGA Settlement. 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 the *Ugale* Lawsuit against Stanford Health Care and The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care Valley Care alleging class 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. On the same date, Plaintiff Ugale gave notice to the named defendants and the Labor and Workforce Development Agency ("LWDA") of her intention to file or amend a pleading to add claims under the PAGA based on the allegations contained in the complaint.

3. The LWDA did not respond. On September 7, 2021, Plaintiff Ugale filed a First Amended Complaint ("FAC") adding a claim under PAGA. The FAC is the operative complaint in the *Ugale* Lawsuit.

4. 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. As noted in the Class Action and PAGA Settlement Agreement ("Agreement"), 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 (Stanford Health Care Tri-Valley and The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare referred to as "Defendant"). As such, Stanford Health Care Tri-Valley is the only entity defendant named still existing.

5. On December 3, 2024, the Court ordered that the *Ugale* Lawsuit and the case of *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 ("*Swoopes*

Lawsuit") (the *Ugale* Lawsuit and the *Swoopes* Lawsuit sometimes collectively referred to as the "Actions") 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.

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

7. Through both formal and informal discovery, Defendant produced extensive documentation, including, but not limited to, 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, and other detailed information relevant to the claims in the Action. The Parties' attorneys also engaged in numerous discussions about the strengths and weaknesses of the claims and defenses in the Action. Plaintiffs also had many of these records analyzed by an expert.

8. On October 22, 2024, the Parties participated in a lengthy mediation with private mediator Tripper Ortman. At the conclusion of the mediation, the Parties were unable to able to come to a resolution. 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.

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

10. Discussions between Plaintiffs and Class Counsel, and 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.

11. Based on their own respective independent investigations and evaluations and after considering the sharply disputed factual and legal issues involved in this matter, the risks attending

further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v. Super. Ct.,* (2012) 53 Cal. 4th 1004 ("*Brinker*") decision, the discovery and investigation conducted to date and the benefits received under the settlement, Class Representatives and their counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and is in the best interests of the Class Representatives and the Class Members.

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

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

a. **<u>Failure to Pay Wages for All Hours Worked</u>**

Plaintiffs' class claims for failure to pay all wages owed and overtime wages are based primarily on allegations that due to the heavy workload demands, job duties, time constraints and policies and practices implemented by Defendant, Plaintiffs and Class Members were routinely required to perform work "off the clock," including during their meal periods, and without compensation.
Specifically, during the relevant time period, Plaintiffs and Class Members typically worked five days a week and eight (8) hour to twelve (12) hour shifts. Plaintiffs allege that, Defendants implemented policies and practices which resulted in Plaintiffs and Class Members working off the clock and without compensation such as clocking out but continuing to work, walking to break areas, and waiting in line to clock in for work.

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

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

b. **Meal Break Violations**

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

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

As per the analysis conducted on the sample provided by Defendant, the estimated maximum potential liability on the meal break claim was $39,070,200. This was determined by taking the estimated number of shifts with potential meal break violations, net of meal break waivers, 737,786, and multiplying by the average hourly rate of $54.74 (Taking into consideration the nature of the claim, Defendant's defenses and the premiums paid, and issues faced due to the holding in *Brinker*, the meal break claim was valued between an estimated maximum of $5,860,530 (15%) and $1,953,510 (5%).

c. **Rest Break Violations**

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

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

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

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

This claim is derivative of the other claims asserted. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (i.e., three years before the filing of the initial Complaint) is entitled to 30 days of wages as a waiting time penalty for intentionally not being paid all wages due at separation. Plaintiff alleges penalties are owed under Labor Code section 203 due to Defendant's failure to pay wages for all hours worked and for failure to pay premium wages. With respect to Lab. Code § 203 claim, there were an estimated 1,409 Class Members to whom this claim applied.

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

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

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

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

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

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

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

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

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

g. **Expense Reimbursement Claim**

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

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

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

The only remedies available under the unfair competition law ("UCL") Business and Professions Code Section 17200 *et seq.* are restitution and injunction, as opposed to damages (C*lark v. Superior Court* (2010) 50 Cal. 4th 605, 610.) The UCL provides that "[t]he court may make such orders or judgments ... as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition." (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes "earned wages." (*Cortez v. Purolator Air Filtration Prods. Co*. (2000) 23 Cal. 4th 163, 177-78.) Restitution under the UCL is not available for all violations of the Labor Code. (*See Pineda v. Bank of Am., N.A.* (2010) 50 Cal. 4th 1389, 1401-02.)

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

i. **Failure to Pay Sick Leave**

Sick leave wages are required to be paid at the regular rate of pay. *See* Cal. Lab. Code § 246(l)(1)-(2). Defendants regularly failed to recalculate the regular rate of pay when employees earned non-discretionary remuneration in addition to their basic hourly rate, resulting in unpaid sick leave wages and derivative waiting time penalties for the failure to pay these wages at separation. Defendant denies Plaintiffs' sick pay allegations and maintains that Plaintiffs and Class Members were provided all required sick pay when due per their policies and the law. Defendant also asserts that its actions, if any, were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be awarded. Defendant disputes the propriety of certification on this claim as well, under the holding in *Brinker* and other state and federal decisions.

Based on the information and records provided by Defendant, Plaintiff estimated the maximum potential liability at $642,843. However, given Defendant's defenses to this claim, including having a valid sick pay policy, as well as certification issues faced due to the *Brinker* decision, the sick pay claim was valued between and estimated maximum $96,426 (15%) and $32,142 (5%).

j. **Lab. Code § 2699 (PAGA)**

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

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

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. (See *Cardenas v. McLane Foodservice*, Inc., 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered all violations for each pay period the employee worked. As discussed herein, the nature of the PAGA based claims (i.e. rest break, meal period, wage statements, failure to pay all wages owed and to timely pay wages) and Defendant's asserted defenses thereto present a strong risk that some or all of the PAGA penalties sought may not be awarded.

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

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

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

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

16. James Hawkins APLC has a great deal of experience in wage and hour class action litigation. The law firm and its lawyers have obtained certification of multiple classes, have been approved as class counsel in many other wage/hour class actions, and currently litigating numerous others. Although not an all inclusive list, over the years the law firm has prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-01754.
- ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- ***Ortiz v. Kmart,*** USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- ***Morgan v. Aramark Campus, LLC,*** USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County Superior Court, Case No. BC393709.

- ***Gonzalez v. Superior Industries International, Inc.*, et al.,** Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al.,** Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez*, et al.,** Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al,*** Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.,*** Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.,*** Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.,*** USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.,*** USDC, CENTRAL 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)
- ***Williams v. Il Fornaio America Corp.,*** Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.,*** Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.,*** Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.,*** Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc,*** USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx);*
- ***Smith v. Space Exploration Technologies Corp.,*** Los Angeles Superior Court, Case No. *BC55429;*
- ***Cano v. Financial Statement Services, Inc.,*** Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.,*** Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc.,*** United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.,*** Santa Clara Superior Court Case No. 21CV384527;

- ***Gonzalez v. Quality Aluminum Forge, LLC,*** Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.,*** United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.,*** San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.,*** Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance,*** Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC,*** San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.,*** San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center,*** San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC,*** Los Angeles County Superior Court Case No. 20STCV18190;
- ***Cervantez v. Genuine Parts Company,*** Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC,*** San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.,*** Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.,*** Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.,*** Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.,*** Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC,*** Santa Clara County Superior Court Case No. 20CV365134;

- ***Bowman v. Delta Dental of California,*** Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC,*** United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.,*** United States District Court for the Central District 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;
- ***Rovira v. Silverado Senior Living Management, Inc.,*** Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC,*** San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.,*** Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.,*** Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC,*** Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC,*** Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.,*** Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.,*** Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.,*** Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.,*** Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC,*** Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.,*** Orange County Superior Court Case No. 30-2015-00783269.
- ***Bendorf, et al. v. Sea World LLC,*** *et al.,* San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- ***DeMartini, et al. v. Safelite Fulfillment, Inc.,*** Marin County Case No. 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 APLC. 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. Ms. Melissa Whitson holds a B.A. in Liberal Studies from California State University Fullerton. Ms. Whitson has been a paralegal in the employment law field for more than 20 years

21. Ms. Cook was an associate who worked for the firm from June 2021 through July 2024. She became a member of the California Bar in June 2021 and was involved in class action litigation since 2019. Prior to joining the firm, she participated in the litigation of mass tort cases including California wildfire and mudslide cases.

22. Since on or about February 2021, prior to providing timely notice to the LWDA and Defendant on March 18, 2021 and the filing of this Action on March 19, 2021, through the present James Hawkins APLC has had to, among other things, expend time on the following: engage in

numerous discussions with Plaintiff, conduct comprehensive investigations including but not limited to researching Defendant's structure, business relationship, positions, locations; conduct research and analysis regarding potential class members within the scope of the putative class; research status of current law regarding potential class claims and PAGA; draft Complaint and PAGA letter; review and draft First Amended Complaint; prepare a discovery plan on class certification issues related to the case; review answers to Complaint and First Amended Complaint; prepare joint status conference reports; attend the same; discussion with counsel for Swoops, review documents and pleadings regarding the same; view Court Minute Orders and CMO; discussion with Defendant's counsel; draft four sets of written discovery; receive, review and draft responses to written discovery propounded by Defendant; meet and confer re same; discussion re PMQ deposition and potential topics; draft PMQ notice; engage in discussions with Defendant's counsel and counsel for Plaintiff Swoops regarding mediation; review hundreds of pages of information provided by Defendant in advance of mediation; discussion with class members; discussions with Plaintiff and expert regarding damages analysis; prepare for mediation; draft mediation brief; participate in full day mediation; discussions with Plaintiff regarding settlement; review and exchange multiple drafts of the Memorandum of Understanding; draft and exchange multiple drafts of the long form settlement agreement; discussions with Plaintiff regarding the same; draft preliminary approval motion and supporting documents; review tentative by the Court; attend hearing on preliminary approval motion; communications with Administrator re: order granting preliminary approval; review reports provided by Administrator; discussion with class members; draft final approval motion papers and supporting documents. A great amount of time and effort has been expended to properly and comprehensively perform the job required of this case and prepare for all contingencies that may arise, regardless of whether the case settles.

23. The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez, Ms. Cook and myself. Mr. Hawkins' hourly rate is $1,050, Ms. Fernandez's hourly rate is $985, my hourly rate is $950 and Ms. Cook's hourly rate was $475. The hourly rate for the paralegal, Ms. Melissa Whitson, is $220. Since the inception of this matter, prior to filing the Complaint, the total amount of attorney time and paralegal time estimated to have been expended and also estimated to be expended in

finalizing this matter is 356.2 (Mr. Hawkins 23.6 hours, Ms. Fernandez 195 hours, Mr. Dacre 88.1 hours, Ms. Cook 24 hours and Ms. Whitson 25.5) which equates to $317,560 in total fees.

24. The hourly rates for the attorneys who worked on this case, James Hawkins, Isandra Fernandez, Kacey Cook and myself are hourly rates charged by other firms that handle complex litigation in California. The requested rates also comport with the adjusted Laffey Matrix which provides reasonable hourly rates for attorneys. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/seehtml. (A true and correct copy of the Laffey Matrix is attached hereto as Exhibit 1.)

25. 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.

26. In the course of this litigation, James Hawkins APLC incurred costs of $21,638.07 through the conclusion of this matter. (A true and correct copy of Plaintiff counsel's Cost Invoice is attached hereto as Exhibit 2.)

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on April 10, 2026, at San Clemente, California.

Lance Dacre

EXHIBIT 1

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 04/10/2026**
Client: **STANFORDHEA - Maybelyn Ugale**
Matter: **VALLEYHEA001 - Stanford Health Care-Maybelyn -Ugale**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
03/19/2021	FST	First Legal Network - Filing, Complaint, Summons, Civ Cover sheet IN#30154513	$1,672.35		Unbilled				
05/17/2021	FST	First Legal Network - Process, complaint and initial docs IN#30159758	$297.27		Unbilled				
06/09/2021	CRT	Court Documents - 05.12.2021 Order re Complex Determination	$3.00		Unbilled				
07/20/2021	FST	First Legal Network- FILED- Proof of Service Summons IN#30166121	$130.90		Unbilled				
09/07/2021	FST	First Legal Network - Filing, first amended complaint, amended s IN#30172635	$138.20		Unbilled				
09/20/2021	LRE	Legal Research	$388.40		Unbilled				
10/18/2021	FST	First Legal Network - E-Filing: NAR IN#30175944	$39.95		Unbilled				
01/20/2022	FST	First Legal Network - E-Filing, request for dismissal; declaration (2) IN #30185317	$67.00		Unbilled				
02/16/2022	FST	First Legal Network - E-Filing, request for dismissal, IN#30192286	$40.45		Unbilled				
08/02/2022	CRT	Court Documents - 08.03.22 pulling all 2022 docs per AD request	$22.50		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: Joint CM Stmt IN#30209403	$62.45		Unbilled				
11/01/2022	FST	First Legal Network - E-Filing - Joint Case Management Statement IN# 30219274	$62.45		Unbilled				
02/16/2023	FST	First Legal Network - E-Filing - Joint Case Management Statement IN# 30227367	$64.70		Unbilled				
02/21/2023	CRT	Court Documents 02.10.23 Joint CM Statement Filed by Def	$4.50		Unbilled				
02/21/2023	CRT	Court Documents 02.16.23 Joint SM Statement filed by Plf	$4.50		Unbilled				
02/23/2023	CRT	Court Documents - 02.23.23 Minute Order and Case Managment Order	$3.00		Unbilled				
02/23/2023	CRT	Court Documents - 02.23.23 Minute Order	$3.00		Unbilled				
08/01/2023	CRT	Court Documents - Order and Minute Order	$3.00		Unbilled				
08/31/2023	FST	First Legal Network - Filing - Joint Stip re Mediation and IN# 30252348	$64.70		Unbilled				
10/03/2023	LRE	Legal Research	$312.25		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/01/2024	MED	Mediation Services IN#3037 CK#11681	$7,500.00		Unbilled				
07/29/2024	CRT	Court Documents-05.13.24-General Order	$2.00		Unbilled				
11/06/2024	EXA	Expert Analysis IN#13006 CK#1284	$5,087.50		Unbilled				
12/06/2024	EXA	Expert Analysis IN#13006 payment 2 of 2 CK#1415	$5,087.50		Unbilled				
03/19/2025	LDS	Legal Document Server - EFiling - Request IN# 11554152	$93.50		Unbilled				
05/21/2025	LDS	Legal Document Server - EFiling - Request IN# 12024590	$98.50		Unbilled				
08/18/2025	CRT	Court Documents - Order	$2.00		Unbilled				
10/15/2025	RES	Court Reservation fee- Preliminary Approval Reservation fee	$1.00		Unbilled				
11/10/2025	LDS	Legal Document Server - EFiling - Request IN# 13319174	$98.50		Unbilled				
11/17/2025	LDS	Legal Document Server - EFiling - Declaration, Motion for Preliminary Approval of Settlement, Proof of Service Not Summons and Complaint, Order IN# 13368966	$30.00		Unbilled				
11/19/2025	LDS	Legal Document Server - EFiling - Motion for Preliminary Approval of Settlement IN# 13380709	$98.50		Unbilled				
12/03/2025	LDS	Legal Document Server - EFiling - Cm Statement IN# 13494136	$38.50		Unbilled				
12/15/2025	CRT	Court Documents - Order	$4.00		Unbilled				
01/27/2026	CRT	Court Documents- Order and Judgment	$4.00		Unbilled				
01/27/2026	CRT	Court Documents - Order granting preliminary approval	$8.00		Unbilled				
04/10/2026	FIL	Filing Fee Case Wrap Up	$100.00		Unbilled				
		Total:	$21,638.07	$0.00					
		Balance:	$21,638.07						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$21,638.07**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**

Trust Balance: - **$0.00**

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **DECLARATION OF NATHALIE HERNANDEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

I, Nathalie Hernandez, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc. (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' counsel and subsequently appointed by the Court to serve as the Administrator for the settlement in the consolidated cases of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"), and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 ("*Swoopes* Lawsuit") (the *Ugale* Lawsuit and the *Swoopes* Lawsuit sometimes collectively referred to as the "Actions"). I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering class action settlements, including direct mail services, database management, claims processing and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million settlement class members.

3. ILYM Group was engaged by the Parties' counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Agreement, in the above referenced Actions. Duties performed to-date and to be performed after Final Approval of the Agreement is granted, include: (a) printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval in both, English and Spanish (referred to as "Class Notice"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On December 16, 2025, ILYM Group received the Court approved text for the Class Notice from Plaintiffs' counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' counsel and translated into Spanish prior to mailing.

5. On December 24, 2025, ILYM Group received the Class Data file from Defendant's Counsel, which contained the name, social security number, last known mailing address, class Workweek counts and PAGA Pay Period counts for each Settlement Class Member. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class Data contained 2,846 individuals with 408,903 Workweeks during the Class Period and 2,630 PAGA Group Members with 153,053 PAGA Pay Periods during the PAGA Period.

6. As part of the preparation for mailing, all 2,846 names and addresses contained in the Class Data file were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for mailing the Class Notice.

7. On January 7, 2026, the Class Notice was mailed, via U.S First Class Mail, to all 2,846 individuals contained in the Class Data file. Attached hereto, as Exhibit A, is a true and correct copy of the mailed Class Notice.

8. As of the date of this declaration, 126 Class Notices have been returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the 126 returned mailings that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Class Notice. As a result of this skip trace 115 updated addresses were obtained and the Class Notice was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

9. As of the date of this declaration, a total of 115 Class Notices have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of 11 Class Notices were deemed undeliverable as no updated address was found, notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received four (4) Requests for Exclusion (Opt-Outs). The individuals who timely submitted a Request for Exclusion include Ann White, Marielena Paniagua, Sahar Masjouni, and Paula Flessatti. The deadline to submit a Request for Exclusion from the Settlement was February 23, 2026.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit an objection to the Settlement was February 23, 2026.

13. As of the date of this declaration, ILYM Group will report a total of 2,842 Participating Class Members who worked 408,137 Workweeks during the Class Period, representing 99.86% of the 2,846 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Amount through Individual Class Payments, based on the number of Workweeks worked by Participating Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment to ILYM Group, LWDA PAGA Payment, and the Individual PAGA Payments to PAGA Group Members, *e.g.*,

Gross Settlement Amount	$3,500,000.00
Class Counsel Fees Payment	$1,166,667.00
Class Counsel Litigation Expenses Payment	$31,866.77
Class Representative Service Payment – Maybelyn Ugale	$10,000.00
Class Representative Service Payment – Brittny Swoopes	$10,000.00
Administration Expenses Payment	$19,950.00
LWDA PAGA Payment	$112,500.00
Individual PAGA Payments to PAGA Group Members	$37,500.00
Net Settlement Amount	**$2,111,516.23**

15. To determine a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Participating Class Members during the Class Period, then that number will be multiplied by the number of Workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of $742.97, with the estimated highest gross payment being $2,048.72.

16. Pursuant to the Agreement, Individual PAGA Payments will be made to PAGA Group Members regardless of whether he or she opts outs of the Class Settlement. To determine a PAGA Group Member's Individual PAGA Payment, the PAGA Penalties allocated to PAGA Group Members ($37,500) will be divided by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period, then that number will be multiplied by the number of PAGA Pay Periods worked by that PAGA Group Member. Based on these calculations, PAGA Group Members will receive an estimated average gross payment of $14.26, with the estimated highest gross payment being $29.40.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $19,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement payments, issuance and mailing of the settlement checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 3rd day of April 2026, at Tustin, California.

Nathalie Hernandez

NATHALIE HERNANDEZ

EXHIBIT “A”

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 «Class_Workweeks» 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 $«Total_Estimated_Settlement_Amount». 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 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 «PAGA_Pay_Periods» Pay Periods during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be $«PAGA_Estimated_Settlement_Amount». 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 February 23, 2026. 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**

<u>need to take any further action</u>. 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. <u>Excluding Yourself from the Settlement as a Class Member</u>

The Court will exclude you from being a Class Member if you request this by <u>February 23, 2026</u>. 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 <u>February 23, 2026</u>. 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:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888) 845-6185
Telephone: (888) 250-6810
Email: claims@ilymgroup.com

If you do not submit a request to opt out by <u>February 23, 2026</u>, 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. <u>Objection to Settlement</u>

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 <u>cannot</u> 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. <u>EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS</u>

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 www.ilymgroup.com.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 18, 1225 Fallon St, Oakland, CA 94612 on May 6, 2026 at 1:30 p.m. 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 www.ilymgroup.com. 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 (888) 250-6810.

BY ORDER OF THE COURT
TRIBUNAL SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE ALAMEDA

MAYBELYN UGALE en nombre propio y en el de todos los demás en situación similar, Demandante, vs. STANFORD HEALTH CARE, una sociedad de California; THE HOSPITAL COMMITTEE for the LIVERMORE-PLEASANTON AREAS que opera como STANFORD HEALTH CARE-VALLEYCARE, una sociedad de California; y DOES del 1 al 50, ambos inclusive, Demandados.	Caso n.º RG21092943 AVISO APROBADO POR EL TRIBUNAL DE CONCILIACIÓN DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA SU APROBACIÓN DEFINITIVA POR EL TRIBUNAL

ATENCIÓN: Todas las personas que son o fueron empleadas por The Hospital Committee for the Livermore-Pleasanton areas, que opera como Stanford Health Care-ValleyCare y/o Stanford Health Care Tri-Valley en el estado de California, como empleados por hora no exentos en cualquier momento desde el 19 de marzo de 2017 hasta el 22 de octubre de 2024 (los "Miembros de la Demanda Colectiva").

POR FAVOR, LEA ATENTAMENTE ESTE AVISO. ESTE AVISO SE REFIERE A UNA PROPUESTA DE CONCILIACIÓN DE UN LITIGIO DE DEMANDA COLECTIVA Y AL POSIBLE DESEMBOLSO DE FONDOS DE LA CONCILIACIÓN PARA USTED. SI ES UN MIEMBRO DE LA DEMANDA COLECTIVA, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR O EXCLUIRSE DE LA CONCILIACIÓN DE ACUERDO CON LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo este aviso de conformidad con una orden del Tribunal Superior del Condado de Alameda ("Tribunal") que concede la moción de los Demandantes para la aprobación preliminar de un Acuerdo de Conciliación de Demanda Colectiva y PAGA ("Acuerdo" o "Conciliación") como justo, razonable y adecuado. La Conciliación se celebró entre las Demandantes Maybelyn Ugale y Brittny Swoopes ("Demandantes" o "Representantes de la Demanda Colectiva"), y los Demandados Stanford Health Care Tri-Valley, anteriormente conocido como y demandado bajo el nombre de The Hospital Committee for the Livermore-Pleasanton Areas que opera como Stanford Health Care-ValleyCare, e incluye, sin limitación, a las entidades nombradas como demandadas en las querellas presentadas por las Demandantes en las Demandas: Stanford Health Care, The Hospital Committee for the Livermore-Pleasanton Areas que opera como Stanford Health Care-ValleyCare, y Stanford Health Care Tri-Valley ("Demandados") en nombre de los Miembros de la Demanda Colectiva según se define anteriormente. Los términos de la Conciliación se describen en el presente. Usted está recibiendo este aviso porque los registros de los Demandados indican que usted entra dentro de la definición de "Miembro de la Demanda Colectiva". Los registros de los Demandados también indican que usted trabajó «Class_Workweeks» semanas entre el 19 de marzo de 2017 y hasta el 22 de octubre de 2024 ("Período de la Demanda Colectiva"), lo que significa que su parte total de los ingresos de la conciliación se estima que es de $«Total_Estimated_Settlement_Amount». Su parte real de los ingresos de la conciliación variará en función del número total de Miembros de la Demanda Colectivo que decidan participar y de la resolución de cualquier impugnación de semanas laborales, tal y como se describe en este aviso.

Los términos del Acuerdo y una descripción del caso se identifican en este aviso. De conformidad con la orden del Tribunal, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

II. ANTECEDENTES DEL CASO

El 19 de marzo de 2021, la Demandante Maybelyn Ugale interpuso una Querella de demanda colectiva contra los Demandados en el Tribunal Superior del Condado de Alameda, California, Caso n.º RG21092943, en nombre propio y de los Miembros de la Demanda Colectiva ("Demanda *Ugale*"). El 15 de agosto de 2023, la Demandante Brittny Swoopes también interpuso una Querella de demanda colectiva contra los Demandados en el Tribunal Superior de California para el condado de Alameda, Caso n.º 23CV040727, en nombre propio y de los Miembros de la Demanda Colectiva ("Demanda *Swoopes*"). El término "Demanda" como se usa en este aviso se referirá tanto a la Demanda *Ugale* como a la Demanda *Swoopes*.

En la Demanda, las Demandantes procuraron obtener salarios impagos, intereses, sanciones estatutarias, sanciones civiles, honorarios de abogados y costos en nombre propio, de los Miembros de la Demanda Colectiva y de los Miembros del Grupo PAGA. Las Demandantes alegaron que los Demandados violaron la ley de California al (1) no pagar los salarios legales, incluyendo los salarios por horas extraordinarias y los salarios mínimos; (2) no proporcionar los periodos de comida legales o la compensación en su lugar; (3) no proporcionar los periodos de descanso legales o la compensación en su lugar; (4) no pagar los salarios finales al terminar la relación laboral; (5) incumplir consciente e intencionadamente las disposiciones relativas a las declaraciones salariales desglosadas de los empleados; (6) no pagar los reembolsos de los gastos; (7) no mantener registros precisos; (8) no proporcionar permisos por enfermedad; (9) no pagar los salarios puntualmente; (10) participar en competencia desleal; (11) violación de la sección 558 del Código Laboral. Las Demandantes también alegaron reclamaciones en virtud de la Ley de Abogados Generales Privados ("PAGA") basada en estas alegadas violaciones. Los Demandados han negado todas las alegaciones de las Demandantes. La Demanda se ha litigado activamente. Ha habido investigaciones continuas y ha habido un intercambio de amplia documentación e información. Además, las Partes han participado en una mediación de un día completo facilitada por un tercero neutral. Basándose en las negociaciones y en todos los hechos y circunstancias conocidos, incluyendo los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a una conciliación global de las reclamaciones alegadas en la Demanda. Al conciliar, las Partes evitarán los riesgos asociados a un largo proceso de litigio. A pesar de haber aceptado y apoyado el Acuerdo, los Demandados siguen negando todos los alegatos y reclamaciones. Los Demandados han celebrado esta Conciliación para resolver completa, definitiva y permanentemente la Demanda, basándose en los términos establecidos en el Acuerdo, a fin de evitar la carga y los gastos asociados al litigio continuado.

El Acuerdo se aplica a todos y cada uno de los Miembros de la Demanda Colectiva. El Acuerdo también se aplica a los Miembros del Grupo PAGA, que se definen como todas las personas que son o fueron empleadas por The Hospital Committee for the Livermore-Pleasanton Areas que opera como Stanford Health Care-ValleyCare, y/o Stanford Health Care Tri-Valley en el estado de California como empleados por hora no exentos en cualquier momento desde el 19 de marzo de 2020 hasta el 22 de octubre de 2024. Si usted es un Miembro de la Demanda Colectiva, usted tiene la oportunidad de participar en la Conciliación, o excluirse voluntariamente ("no participar") de la Conciliación. Este aviso es para informar a los Miembros de la Demanda Colectiva sobre cómo pueden participar en la Conciliación o excluirse de la Conciliación. Tal y como se establece a continuación, los Miembros del Grupo PAGA no pueden excluirse de este Acuerdo en lo que se refiere al Pago de PAGA o a las Reclamaciones Exoneradas de PAGA, independientemente de si se excluyen de ser Miembros de la Demanda Colectiva. Los Miembros del Grupo PAGA recibirán su parte del Pago de PAGA independientemente de si se excluyen de ser Miembros de la Demanda Colectiva.

II. RESUMEN DE LA CONCILIACIÓN PROPUESTA

A. El monto de la Conciliación

Según los términos del Acuerdo, los Demandados han aceptado pagar una suma total de tres millones quinientos mil dólares ($3,500,000) ("Monto Bruto de la Conciliación"). Se deducirán de este Monto Bruto de la Conciliación las sumas aprobadas por el Tribunal en concepto de honorarios de abogados, que no excederán de un tercio (1/3) del Monto Bruto de la Conciliación, y los gastos de abogados, que no excederán de $40,000, Pago de Gastos del

Administrador que no excederá de $25,000, un Pago por Servicios de Representante de la Demanda Colectiva a cada una de las Representantes de la Demanda Colectiva que no excederá de $10,000, y $150,000 por alegadas sanciones PAGA (el "Pago de PAGA"), lo que dará como resultado un "Monto Neto de la Conciliación" para su distribución a todos los Miembros de la Demanda Colectiva. Cualquier impuesto del empleador atribuible a los pagos asignados como salarios será pagado por Demandados además del Monto Bruto de la Conciliación. Como se explica más adelante, el monto de la parte que le corresponde a cada Miembro de la Demanda Colectiva del Monto Neto de la Conciliación dependerá del número de semanas trabajadas por los Miembros Participantes de la Demanda Colectiva durante el Período de la Demanda Colectiva. De los $150,000 destinados a resolver las reclamaciones PAGA, el 75 % del Pago de PAGA se pagará a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral del Estado de California y el 25% del Pago de PAGA se dividirá entre los Miembros del Grupo PAGA.

El número de semanas que usted trabajó durante el Período de la Demanda Colectiva y su parte estimada total del Monto Neto de la Conciliación ("Pago Individual de la Demanda Colectiva") and Pago de PAGA ("Pago Individual de PAGA") se indica en la primera página de este aviso. El monto real recibido puede ser mayor o menor que el monto indicado, dependiendo del número real de semanas trabajadas por los Miembros Participantes de la Demanda Colectiva (es decir, quienes no se excluyan de la Conciliación), la resolución de cualquier impugnación relacionada con las semanas laborales y las distribuciones finalmente aprobadas y asignadas por el Tribunal. Sin embargo, el hecho de que los Miembros de la Demanda Colectiva se excluyan no tendrá ningún efecto en las asignaciones de los Miembros del Grupo PAGA para la reclamación de PAGA.

A. <u>Montos Individuales de la Conciliación y asignación entre Miembros de la Demanda Colectiva y Miembros del Grupo PAGA</u>

Los Demandados pagarán los Pagos Individuales de la Demanda Colectiva y los Pagos Individuales de PAGA a través del Administrador, según se describe a continuación, a cada Miembro Participante de la Demanda Colectiva y a los Miembros del Grupo PAGA. Todos estos pagos estarán sujetos a los impuestos correspondientes. Las Partes han acordado, basándose en las alegaciones de la Demanda, que el importe pagadero a los Miembros de la Demanda Colectiva elegibles del Monto Neto de la Conciliación se asignará y pagará en un 80% por intereses en litigio, las sanciones legales y otros daños no salariales, para los que se emitirán los formularios 1099-MISC del IRS, y el 20% para los salarios en litigio, para los que se emitirá el formulario W-2 del IRS. El Pago de PAGA a los Miembros del Grupo PAGA se pagará en un 100% para las sanciones civiles, para las que se emitirá el formulario 1099-MISC del IRS.

El pago a los Miembros Participantes de la Demanda Colectiva y a los Miembros del Grupo PAGA no requerirá la presentación de un formulario de reclamación. La parte de cada Miembro Participante de la Demanda Colectiva se determinará dividiendo el total de semanas trabajadas dentro del Período de la Demanda Colectiva entre el total de semanas trabajadas por todos los Miembros Participantes de la Demanda Colectiva dentro del Período de la Demanda Colectiva. A continuación, esa fracción se multiplicará por el Monto Neto de la Conciliación para obtener la parte individual del Miembro de la Demanda Colectiva del Monto Neto de la Conciliación. La parte de cada Miembro del Grupo PAGA del 25% del Pago de PAGA se determinará dividiendo sus Períodos de Pago de PAGA totales entre los Períodos de Pago de PAGA totales trabajados por todos los Miembros del Grupo PAGA. Esa fracción se multiplicará entonces por la parte del 25% del Pago de PAGA para obtener la parte individual que le corresponde al Miembro del Grupo PAGA. El Período de PAGA se define como el comprendido entre el 19 de marzo de 2020 y hasta el 22 de octubre de 2024. Los registros de los Demandados indican que usted trabajó <u>«PAGA_Pay_Periods»</u> Períodos de Pago durante el Período de PAGA aplicable, lo que significa que su parte del Pago de PAGA se estima e <u>$«PAGA_Estimated_Settlement_Amount».</u> Este monto está incluido en el monto estimado que figura en la primera página de este aviso, no en adición al mismo. Usted seguirá recibiendo su parte del Pago de PAGA aunque se excluya de ser Miembro de la Demanda Colectiva. La recepción del Pago Individual de la Demanda Colectiva y/o del Pago Individual de PAGA no dará derecho a ningún Miembro de la Demanda Colectiva o Miembro del Grupo PAGA a una compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación, jubilación o beneficios vigente durante el período cubierto por la Conciliación.

C. Los cálculos se basarán en los registros de los Demandados y en la resolución de las impugnaciones sobre semanas laborales y/o períodos de pago

Para cada Miembro de la Demanda Colectiva y Miembro del Grupo PAGA, el monto pagadero será calculado por el Administrador a partir de los registros de los Demandados. Se presumirá que los registros de los Demandados son correctos, a menos que se presente evidencia de lo contrario al Administrador. Los registros de los Demandados y cualquier evidencia adicional serán revisados por el Administrador en caso de una impugnación sobre el número de semanas laborales trabajadas por un Miembro de la Demanda Colectiva individual y/o los períodos de pago trabajados por un Miembro del Grupo PAGA individual. Si un Miembro de la Demanda Colectiva y/o Miembro del Grupo PAGA impugna la exactitud de los registros de los Demandados, se deberán presentar todos los documentos justificativos que demuestren las semanas laborales y/o los períodos de pago adicionales para fundamentar la impugnación. La impugnación deberá (a) indicar el nombre completo y la fecha de nacimiento del Miembro de la Demanda Colectiva y/o del Miembro del Grupo PAGA; (b) identificar la naturaleza de la impugnación; (c) proporcionar cualquier información o documentación que justifique la impugnación; (d) identificar el nombre y número del caso (es decir, *Ugale, et al. v. Stanford Health Care, et al.*, Caso n.º RG21092943); (e) estar firmada; y (f) estar franqueado a más tardar el 23 de febrero de 2026. La impugnación será resuelta por el Administrador basándose en los registros y la evidencia proporcionados.

D. Exoneración de reclamaciones

Para aquellos Miembros de la Demanda Colectiva que no se excluyan y los Miembros del Grupo PAGA, el Acuerdo contiene las siguientes exoneraciones:

Los miembros de la demanda colectiva que no se excluyan se considerará que han exonerado, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes Exoneradas de todas las reclamaciones alegadas en la Querella Operativa en cualquiera de las Demandas o en ambas, y cualquier reclamación adicional sobre salarios y horas que pudiera haberse presentado basándose en los hechos alegados en la Querella Operativa en cualquiera de las Demandas o en ambas, durante el Período de la Demanda Colectiva. Las Reclamaciones Exoneradas de la Demanda Colectiva específicamente incluyen reclamaciones por (1) no pagar los salarios legales [fuera del horario laboral, horas extraordinarias, salario mínimo]; (2) no proporcionar los periodos de comida legales; (3) no pagar las primas por períodos de comida y las horas extraordinarias a la tarifa salarial normal; (4) no proporcionar períodos de descanso oportunos; (5) no pagar todos los salarios adeudados al terminar la relación laboral; (6) no proporcionar declaraciones salariales exactas; (7) no reembolsar los gastos empresariales; (8) pago extemporáneo de salarios; y (9) la Ley de Competencia Desleal de California. Los estatutos específicos divulgados incluyen, sin limitación, las secciones 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 y siguientes, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, y 2802 del Código Laboral; las Órdenes Salariales de la IWC aplicables, incluyendo, sin limitación, la n.º 5-2001; sección 11050 y siguientes, Título 8, Código de Regulaciones de California; y la sección 17200 y siguientes del Código de Negocios y Profesiones. Esta exoneración excluye la exoneración de reclamaciones no permitidas por la ley.

Los Miembros del Grupo PAGA se considerará que han exonerado a todas las Partes Exoneradas de todas las reclamaciones por sanciones civiles interpuestas en virtud de la PAGA, secciones 2698 y siguientes del Código Laboral, que se alegaron en las cartas de Aviso PAGA de las Demandantes a la LWDA y cualquier reclamación adicional por salarios y horas trabajadas para sanciones civiles en virtud de la PAGA que se hubiera podido interponer basándose en los hechos alegados en las cartas de Aviso PAGA de las Demandantes a la LWDA que cubren el Período PAGA. Esto incluye, sin limitación, las reclamaciones de sanciones civiles por violaciones de las secciones 200, 201-203, 204, 210, 221, 225, 226, 226.3, 226.7, 246 y siguientes, 246.5, 248.5, 248.6, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, y 2802 del Código Laboral, las Órdenes Salariales de la IWC aplicables, incluyendo, sin limitación, la n.º 5-2001. Esta exoneración excluye la exoneración de reclamaciones no permitidas por la ley. Los Miembros del Grupo PAGA no pueden renunciar a esta exoneración de reclamaciones.

Las personas y entidades exoneradas ("Partes Exoneradas") incluyen a los Demandados, así como a los las filiales, matrices y cada uno de los planes de beneficios para empleados patrocinados por la empresa de los Demandados, sus respectivos sucesores y predecesores en interés, todos sus respectivos funcionarios, directores, empleados, administradores, fiduciarios, fideicomisarios y agentes, y cada uno de sus funcionarios, directores, accionistas, empleados, agentes, mandantes, herederos, representantes, abogados, contadores, auditores, consultores, aseguradoras y reaseguradoras pasados, presentes y futuros. Las "Partes Exoneradas" también incluye expresamente (pero sin limitación) a Rick Shumway, Diane Grunsky y Kyle Wichelmann, quienes fueron nombrados en la querella interpuesta por la Demandante Swoopes y en la carta enviada a la LWDA.

Los Miembros de la Demanda Colectiva y/o Miembros del Grupo PAGA pueden hablar con uno de los abogados designados como Abogados de la Demanda Colectiva (enumerados a continuación) gratuitamente o hablar con su propio abogado si tienen preguntas sobre las reclamaciones exoneradas y lo que significan.

III. CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA DEMANDA COLECTIVA

A. Participar en la Conciliación como un Miembro de la Demanda Colectiva

Si usted desea ser un Miembro Participante de la Demanda Colectiva y cree que la información sobre sus semanas laborales es correcta, **no es necesario que realice ninguna otra acción**. El pago se le realizará automáticamente de conformidad con los términos del Acuerdo y la Orden del Tribunal. Si desea impugnar el cálculo de las semanas laborales, puede seguir los procedimientos descritos en la Sección II.C anterior. La ley de California protege a los Miembros de la Demanda Colectiva contra represalias basadas en su decisión de participar en la Conciliación.

B. Excluirse voluntariamente de la Conciliación como un Miembro de la Demanda Colectiva

El Tribunal le excluirá de ser Miembro de la Demanda Colectiva si así lo solicita antes del 23 de febrero de 2026. Si no desea quedar sujeto a la Conciliación como un Miembro de la Demanda Colectiva, puede solicitar ser excluido (es decir, "no participar") enviando oportunamente una solicitud por escrito al Administrador. La solicitud de exclusión debe comunicar de manera razonable su decisión de ser excluido de la Conciliación (es decir, una declaración de que usted no quiere ser un Miembro de la Demanda Colectiva, que no desea participar en la Conciliación y/o que desea ser excluido de esta Conciliación) e incluir su nombre, dirección y dirección de correo electrónico o número de teléfono. Para que sea válida, usted debe firmar la solicitud de exclusión y devolverla a más tardar el 23 de febrero de 2026. Las respuestas enviadas por correo se considerarán oportunas si llevan un sello postal anterior a esta fecha. La solicitud de exclusión voluntaria puede enviarse por Correo de Primera Clase de EE. UU. o su equivalente, por correo electrónico o por fax a:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888) 845-6185
Telephone: (888) 250-6810
Email: claims@ilymgroup.com

Si usted no envía una solicitud para excluirse antes del 23 de febrero de 2026, su solicitud de exclusión será rechazada y usted quedará sujeto a la exoneración y a todos los demás términos del Acuerdo. No utilice una máquina de franqueo, ya que es posible que no aparezca el matasellos en el sobre con su solicitud de exclusión. Cualquier Miembro de la Demanda Colectiva que presente una solicitud completa y oportuna para excluirse, una vez recibida por el Administrador, dejará de ser Miembro de la Demanda Colectiva y no recibirá su parte del Monto Neto de la Conciliación. Los Miembros del Grupo PAGA no pueden excluirse de este Acuerdo y recibirán su parte del Pago de PAGA independientemente de si se excluyen de ser Miembros de la Demanda Colectiva.

C. Objeción a la Conciliación

Si no se excluye de la Conciliación, puede oponerse a los términos de la Conciliación. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos de la Conciliación. Puede solicitar al Tribunal que deniegue la aprobación presentando una objeción. No puede solicitar al Tribunal que ordene una conciliación mayor; el Tribunal solo puede aprobar o denegar la conciliación. Si el Tribunal deniega la aprobación, no se enviarán pagos de la conciliación y la demanda continuará. Usted puede presentar una objeción por escrito al Administrador por correo postal, correo electrónico o fax, tal y como se indica en la Sección III.B.

Adicionalmente, o como alternativa al envío de una objeción por escrito al Administrador, usted puede comparecer en la audiencia de aprobación definitiva para manifestar su objeción. Cualquier Miembro de la Demanda Colectiva que no solicite la exclusión podrá, si así lo desea el Miembro de la Demanda Colectiva, comparecer a través de un abogado. Si comparece a través de su propio abogado, usted es responsable de pagar a dicho abogado.

IV. EFECTO DE LA CONCILIACIÓN: DERECHOS Y RECLAMACIONES EXONERADAS

Si el Tribunal concede la aprobación definitiva de la Conciliación, el Tribunal dictará y registrará una sentencia acorde con la misma, resolviendo ambas Demandas. Se presentará una notificación del registro de la sentencia ante el Tribunal y estará disponible en línea en www.ilymgroup.com. La sentencia, ya sea favorable o no, será vinculante para todos los Miembros de la Demanda Colectiva que no soliciten su exclusión. Tras la aprobación definitiva, todos y cada uno de los Miembros de la Demanda Colectiva que no se excluyan de la Conciliación y sean Miembros del Grupo PAGA, exonerarán a los Demandados y a las Partes Exoneradas de las Reclamaciones Exoneradas de la Demanda Colectiva y las Reclamaciones Exoneradas de PAGA descritas anteriormente. En otras palabras, si fue empleado como Miembro de la Demanda Colectiva por The Hospital Committee for the Livermore-Pleasanton Areas que opera bajo el nombre comercial Stanford Health Care-ValleyCare y/o Stanford Health Care Tri-Valley en California durante el Período de la Demanda Colectiva, y no se excluye de la Conciliación, se considerará que ha aceptado estas exoneraciones y que ha exonerado las reclamaciones descritas anteriormente. Si la Conciliación no es aprobada por el Tribunal o no se convierte en definitiva por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN DEFINITIVA DE LA CONCILIACIÓN

El Tribunal celebrará una audiencia en el Departamento 18, 1225 Fallon St, Oakland, CA 94612 el 6 de mayo de 2026 a las 1:30 p.m. para determinar si el Acuerdo debería aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe la solicitud de los Abogados de la Demanda Colectiva relativa a los honorarios y costos de los abogados, el Pago de los Gastos del Administrador y los Pagos por Servicios de los Representantes de la Demanda Colectiva. La audiencia podrá continuar sin previo aviso. No es necesario que usted comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

Usted puede acceder a la Querella, la moción para aprobación preliminar de los Abogados de la Demanda Colectiva, el Acuerdo, y cualquier otro documento que requiera el Tribunal en www.ilymgroup.com. Además, los alegatos y otros registros de este litigio pueden consultarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como "eCourt Public Portal", en https://eportal.alameda.courts.ca.gov. Después de llegar al sitio web, haga clic en la pestaña "Buscar" en la parte superior de la página, entonces seleccione el enlace de Descargas de Documentos, introduzca el número de caso y haga clic en "Enviar". Las imágenes de todos los documentos presentados en el caso pueden consultarse por un cargo mínimo. También puede ver las imágenes de todos los documentos presentados en el caso de forma gratuita utilizando uno de los quioscos informáticos disponibles en cada sede judicial que cuente con instalaciones para la presentación de documentos civiles, como el René C. Davidson Courthouse y el Hayward Hall of Justice. Para ver el Registro de Demandas, vaya a la pestaña "Buscar" en la parte superior de la página, entonces seleccione "Buscar por número de caso", introduzca el número de caso, seleccione "Buscar" y haga clic en el enlace al nombre del caso. Usted verá el Registro de Demandas y más.

Usted también puede contactar a los Abogados de la Demanda Colectiva o a los Abogados de los Demandados de la siguiente manera:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Teléfono: (916) 525-0716
En nombre de las Demandantes

Isandra Fernandez
Lance Dacre
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Teléfono: (949) 387-7200
En nombre de las Demandantes

Michael D. Bruno
Seth Weisburst
Rachel Wintterle
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Teléfono: (415) 875-3126
En nombre de los Demandados

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN. SI TIENE ALGUNA PREGUNTA, LLAME AL (888) 250-6810

POR ORDEN DEL TRIBUNAL

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **DECLARATION OF BRITTNY SWOOPES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

I, Brittny Swoopes, declare:

1. I am a competent adult and I have personal knowledge of the facts set forth in this declaration. I am making this declaration on behalf of myself, as a named plaintiff in the case of *Swoopes v. Stanford Health Care Tri-Valey*, Alameda County Superior Court Case No. 23CV040727 ("*Swoopes* Lawsuit"), which was consolidated for pretrial purposes with *Ugale v. Stanford Health Care, et al,* Alameda County Superior Court Case No. RG21092943, and in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

2. I worked for Defendant Stanford Health Care Tri-Valley ("Defendant") from approximately October 2022 to September 2023, as a non-exempt Certified Nursing Assistant ("CNA"). I was subject to all of Defendant's policies and practices that have been alleged as unlawful in the *Swoopes* Lawsuit and the notice my attorneys' sent to the Labor and Workforce Development Agency ("LWDA") on my behalf, including the following: failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof, failure to provide accurate wage statements, failure to timely pay final wages, failure to pay reimbursement for expenses, failure to pay sick leave, untimely payment of wages, and unfair competition.

3. I have actively participated in the litigation of this case for the benefit of all Class Members. Prior to obtaining an attorney, I contacted several law offices and researched potential attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had attorneys with experience and skill in bringing those types of claims. I also researched the typical issues raised when litigating the potential claims. I wanted to make sure I could have an informed discussion with an attorney about the claims and have a better idea of what to expect moving forward in litigation and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be actively involved in the case to help ensure a positive outcome. I began working with Shimoda & Rodriguez Law, PC, to investigate the claims on July 5, 2023, discussing the facts of the case, showing and explaining the context behind the documents I had to support the claims, and discussing potential witnesses to corroborate the information I was providing.

4. My attorneys explained to me the risks and benefits of bringing a class action and a claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and PAGA action meant that it would take substantially longer than pursuing my claims individually, whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the end, but I believed it was important to make sure that Defendant followed the law for everyone. I undertook a professional and financial risk in pursuing the case as a class and PAGA action because my name would be on a publicly available document showing that I had sued a former employer and, if unsuccessful in bringing the claims, I would be obligated to pay Defendant's costs incurred over the course of this complex litigation. My understanding is that this is a substantial risk because the costs associated with litigation, in general, are very high and this cost is multiplied many times over in complex litigation like class actions.

5. During the course of this litigation, I have given detailed accounts of all the facts related to my employment. I provided my attorneys with extensive documentation that I believe supported the claims brought against Defendant. I met with and assisted my attorneys in understanding these documents and providing context for Defendant's payroll process as it applied to me and how I believed it applied to Defendant's other employees within the class. I worked there for a year and even though I worked mostly in my unit, I was floated around to other units when they needed coverage, so I was able to discuss the similarities of the wage and hour policies and practices among all Class Members.

6. The work I performed for this case included an extensive review of documents and payroll practices to show and explain to my attorneys what was happening and why I thought it was unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks and work performed in a typical day and any circumstances that would cause relevant differences to my daily work that affected the class claims. We reviewed payroll and personnel file documents to see whether and how any of the documents corroborated the validity of the claims and listed potential witnesses related to any issues raised by the documents. Additionally, I also explained the job duties of other Class Members, the type of tasks and work performed, how the wage and hour issues affected Class Members, typical schedules and staffing for the types of jobs, how Defendants' timekeeping system worked, the different types and layouts of work areas, and Defendant's employee handbook and

stand alone wage and hour policies affecting Class Members. I also reviewed and explained to my attorney's the different pay code itemizations on the paystubs, and what earnings they represented. This addressed all the claims alleged and we continued to discuss and review these items throughout the case as more information was provided by Defendant. The review became even more detailed when reviewing and discussing the payroll data that was produced as part of informal discovery for mediation. I also spent a substantial amount of time working to identify potential witnesses and speaking to others who could be interviewed by my attorneys and provide declarations.

7. I participated in the negotiations and settlement discussions in this case, including participating in mediation by phone, speaking with my attorneys to answer questions, provide any additional information needed to assist the negotiations, and discussing the potential terms of the Settlement to evaluate its adequacy. Throughout the course of this litigation I have asked questions when I needed clarification about various aspects of this case to make sure steps were continually taken to advance the interests of Class Members. I have reviewed the Class Action and PAGA Settlement Agreement, discussed the terms with my attorneys, and asked my attorneys any questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

8. To date, I estimate that I have spent approximately 85-100 hours assisting my attorneys in litigating this case. After preliminary approval, I continued to have conversations with my counsel about the deadlines and progress related to the class settlement to make sure everything remained on course for final approval. Since preliminary approval I have also had several discussions with Class Members regarding the importance of the lawsuit and the impact had on Class Members. I expect that the amount of time I spend on this case will increase if final approval is granted because Class Members will likely reach out to me about final approval and the process for receiving payment.

9. I have not received any benefits as a result of filing this lawsuit. However, I believe I have experienced several substantial burdens as a result of filing this lawsuit that other Class Members were not subject to. As noted above, I took on the professional risk of lengthening my unemployment after working for Defendant because future employers were able to see, from publicly available documents, that I sued my former employer. Additionally, I undertook the risk of having to pay Defendant's litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial

amount of time in this case, securing a monetary benefit for many individuals who have not had to do anything whatsoever to have the opportunity to receive it. The time I have spent on this case has had to occur after work hours and on my days off. Rather than spend this time with friends and family, I have spent this time for the benefit of Class Members. Also, I experienced a great amount of stress and anxiety due to the litigation in this case. The litigation has been very emotionally draining, and I worry how the litigation in this case would affect my nursing career since I am one of the Class Representatives in this case and my name is listed in the Complaint we filed. Finally, as part of the Settlement, Plaintiff Ugale and I are the only individuals providing a general release of all our individual claims and waiving the protections of California Civil Code section 1542 for unknown claims. Other than Plaintiff Ugale, no other Class Member is subject to such a broad release. I believe awarding the full Class Representative Service Payment is warranted given the time I have spent on the case, the benefit secured for Class Members and the LWDA, my general waiver of all claims beyond the more limited release Class Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

10. I understand that any Class Representative Service Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Settlement.

11. I have no interest in the designated *cy pres* beneficiary, Legal Aid At Work, whether financial, in their governance, or otherwise.

12. I am not aware of any conflicts between myself, Plaintiff Ugale, and/or Class Members in the Actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 04/07/2026 in Concord, California.

Brittny Swoopes
Brittny Swoopes (Apr 7, 2026 11:55:20 PDT)

Brittny Swoopes

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **<u>CLASS ACTION</u>** **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

A Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above referenced case came before this Court on May 6, 2026, at 1:30 p.m., in Department 18 before the Honorable Patrick McKinney, presiding. The Motion seeks final approval of a settlement resolving the consolidated cases of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case No. RG21092943 ("*Ugale* Lawsuit"), and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda County Superior Court, Case No. 23CV040727 ("*Swoopes* Lawsuit") (the *Ugale* Lawsuit and the *Swoopes* Lawsuit sometimes collectively referred to as the "Actions").

The *Ugale* Lawsuit was filed on March 19, 2021. The *Swoopes* Lawsuit was filed on August 15, 2023. The Court ordered the Actions be consolidated for pretrial purposes on December 3, 2024, requiring all new filings be filed in the earlier filed *Ugale* Lawsuit. Through their respective operative complaints filed in the Actions, Plaintiff Maybelyn Ugale ("Ugale") and Plaintiff Brittny Swoopes ("Swoopes") (Ugale and Swoopes sometimes collectively referred to as "Plaintiffs") allege that The Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care Valley Care, and Stanford Health Care Tri-Valley[1] ("Defendant") (Defendant and Plaintiffs sometimes collectively referred to as the "Parties") violated California law by (1) failing to pay lawful wages; (2) failing to pay overtime; (3) failing to pay minimum wages; (4) failing to provide lawful meal periods or compensation in lieu thereof; (5) failing to provide lawful rest periods or compensation in lieu thereof; (6) failing to timely pay wages; (7) the knowing and intentional failure to provide accurate itemized wage statements; (8) failing to pay final wages; (9) failing to pay reimbursements for expenses; (10) failing to maintain accurate records; (11) failing to provide paid sick leave; (12) violating California Labor Code sections 558 & 558.1; and (13) engaging in unfair competition. In the Actions, Plaintiffs have also alleged Defendant is liable for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations. Plaintiffs sought attorneys' fees and costs as part of the Actions. Defendant has denied and continues to deny all of Plaintiffs' claims and denied that this case was

[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 the Agreement releases and resolves claims brought against each of the defendants named in the Actions.

appropriate for class treatment other than for settlement purposes. The Agreement was preliminarily approved by this Court on December 10, 2025, with a formal Order entered to that effect on January 26, 2026.

Through the Agreement, the Parties have agreed to settle the class and PAGA claims. Defendant will provide monetary consideration in exchange for a release of claims consistent with the terms of the proposed settlement as set forth in the Class Action and PAGA Settlement Agreement ("Agreement"). Any capitalized terms herein shall have the same meaning as set forth in the Agreement. The Court, having received and considered Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL

The Court finds that certification of the following class for settlement purposes only is appropriate under the California Code of Civil Procedure and related case law:

> 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 Court recognizes that the foregoing definition is for Class Member identification purposes only and is not intended to capture the claims at issue or limit or alter the released claims under the Agreement. A Participating Class Member shall not include the four (4) individuals who timely opted out of the class settlement: Ann White, Marielena Paniagua, Sahar Masjouni, and Paula Flessatti. These individuals shall not be bound by the Agreement or any of the releases or obligations therein except for the releases and covenants regarding to the PAGA as there is no ability to opt out of a PAGA settlement.

For settlement purposes only, the Court finds that Class Members meet the ascertainability and numerosity requirements since the parties can identify with a matter of certainty, based on payroll records, individuals who fall within the definition and the number of Class Members would make joinder impractical. The commonality and predominance requirements are met for settlement purposes since there are questions of law and fact common to Class Members. The common questions of law or fact in this case all stem from Plaintiffs' contentions that Defendants caused the violations outlined above by (1) requiring Class Members to work off-the-clock, including during their meal periods, without compensation; (2) failing to provide compliant meal and rest periods due to required travel time to break areas, time spent waiting to clock in and out for breaks, required use of communication devices during breaks, and excessive work demands while being understaffed; (3) failing to pay reimbursement for personal cell phone use related to reviewing time records and work schedules; and (4) failing to properly calculate premiums wages such as overtime, meal and rest period premiums, and sick leave wages. The PAGA, waiting time penalty, wage statement violation, untimely wage payment, inadequate records, and unfair competition claims also derive from these violations. Additionally, Class Members seek the same remedies under state law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class Representatives are based on the same facts and legal theories as those applicable to the Class Members.

The Court also finds that certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will achieve economies of scale for Class Members with relatively small individual claims and conserve the resources of the judicial system.

The Court finds that Plaintiffs, 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 to be adequate representatives of the settlement class. The Court appoints them as Class Representatives and Class Counsel, respectively.

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiffs' Motion as Exhibit A to the Declaration of Justin P. Rodriguez. The Court finds that final approval is warranted as the Agreement falls within the range of reasonableness and is fair, reasonable, and adequate for the Class. The Court finds the Agreement was entered into only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and only four (4) Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the $3,500,000 Gross Settlement Amount.

The Court approves the $150,000 payment for PAGA Penalties, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Penalties will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to PAGA Group Members on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiary and distribution plan wherein any checks issued to Participating Class Members and/or PAGA Group Members that are not cashed by the deadline to do so shall be donated to Legal Aid At Work. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for any reason.

The Released Class Claims for Class Members who do not opt out of being bound by the Agreement (*i.e.* Participating Class Members), the Released PAGA Claims, and the Class Representatives' Released Claims are also approved by the Court as set forth in the Agreement.

Class Counsel sought an award of attorneys' fees in the amount of $1,166,667 (1/3 of the Gross Settlement Amount), reimbursement for litigation expenses in the amount of $31,866.77, a Class Representative Service Payment of $10,000 each to Plaintiffs, and an Administration Expenses Payment in the amount of $19,950. Defendant does not oppose these requests. The Class Notice included information regarding these amounts and that they would be requested in connection with final approval of the Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates and the amount of time expended in the litigation for the benefit of Class Members. The Court finds that the rates requested and hours expended are reasonable. The Court has also reviewed the itemized costs submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts and burdens undertaken for the benefit of the Class, and the cost information provided by the Administrator in its declaration. The Court finds that the amounts requested for attorneys' fees and costs, the Class Representative Service Payments, and the Administrator Expenses Payment are fair and reasonable, awarded as requested, and are to be deducted from the Gross Settlement Amount. This finding is further supported by the lack of objections by Class Members to these amounts. The difference between the amounts allocated for such payments in the Agreement and the actual amounts awarded herein shall be added to the Net Settlement Amount pursuant to the terms of the Agreement. Ten percent of the attorney's fee award must be held by the Administrator until completion of the distribution process and Court approval of a final accounting.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the Class Notice, attached as Exhibit A to the Declaration of Nathalie Hernandez, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of weeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to submit opposition to the settlement, and when to appear at the fairness hearing. The Court further finds that the Class Notice and the notification procedures, as outlined in the Declaration of Nathalie Hernancez, comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Administrator to calculate the final Net Settlement Amount, Individual Class Payments and/or Individual PAGA Payments to Participating Class Members and/or PAGA Group Members, any applicable taxes thereon, including employer-side payroll taxes, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date
Last day for Administrator to deliver amounts approved by the Court for the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA PAGA Payment, Individual Class Payments, and Individual PAGA Payments	Within 14 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and PAGA Group Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Group Members
Last day for Administrator to deliver value of uncashed settlement checks to *cy pres* beneficiary	Within 14 calendar days after settlement check cashing deadline
Last day for Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
Last day for Administrator to deliver remaining 10% of the Class Counsel Fees Payment	Within 7 calendar days after completion of the distribution process and Court approval of a final accounting

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

The Court sets a final accounting and compliance hearing for January 20, 2027, at 1:30 p.m. At least 5 court days prior to the hearing, Class Counsel shall file a declaration from the Administrator regarding the status of distribution of the settlement funds.

IT IS SO ORDERED.

Date: ____________________ By: ___________________________________

Judge of the Superior Court

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Email: james@jameshawkinsaplc.com
Email: isandra@jameshawkinsaplc.com
Email: lance@jameshawkinsaplc.com

Attorneys for Plaintiff Maybelyn Ugale, on behalf of herself and all others similarly situated

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com

Attorneys for Plaintiff Brittny Swoopes

SUPERIOR COURT 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; 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** Consolidated with Case No. 23CV040727 (Lead Case RG21092943) ASSIGNED FOR ALL PURPOSES TO: Judge: Hon. Patrick McKinney Dept.: 18 **CLASS ACTION** **PROOF OF SERVICE** Reservation No. A-21092943-002 Date: May 6, 2026 Time: 1:30 p.m. Dept.: 18

Ugale v. Stanford Health Care Tri-Valley
Alameda County Superior Court Case RG21092943

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On April 10, 2026, I served the following documents on the party below:

- **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF LANCE DACRE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF BRITTNY SWOOPES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF NATHALIE HERNANDEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT**

Seth Weisburst (SBN 259323) **Gordon Rees Scully Mansukhani, LLP** 315 Pacific Avenue San Francisco, CA 94111 Phone: 415-875-4313 Email: sweisburst@grsm.com mbruno@grsm.com vsantellan@grsm.com	James R. Hawkins (SBN 192925) Isandra Fernandez (SBN 220482) Lance Dacre (SBN 190305) **James Hawkins, APLC** 9880 Research Drive, Suite 200 Irvine, CA 92618 Phone: (949) 387-7200 Email: james@jameshawkinsaplc.com isandra@jameshawkinsaplc.com lance@jameshawkinsaplc.com

[ ] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:__________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 10, 2026, at Salt Lake City, Utah.

Shaniya B

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Shaniya Baird