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

MICHAEL MARTIN, individually, and on behalf)
of other members of the general public similarly)
situated and on behalf of aggrieved employees)
pursuant to the Private Attorneys General Act)
("PAGA");)

Plaintiff,

v.

SAINT AGNES MEDICAL CENTER, a)
California domestic nonprofit; and DOES 1)
through 100, inclusive;)

Defendants.)

Case No.: 24CV-03068

Assigned For All Purposes to:
Honorable Brian McCabe
Courtroom 8

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT**

Complaint Filed: June 11, 2024
Trial Date: None Set

1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 This Joint Stipulation and Settlement Agreement (“Agreement” or “Stipulation of Settlement”
3 or “Settlement”) is made and entered into by and between Plaintiff Michael Martin (“Plaintiff” and
4 “Class Representative”), individually and on behalf of other members of the general public similarly
5 situated and/or other aggrieved employees, on the one hand, and Defendant Saint Agnes Medical
6 Center (“Defendant”), on the other hand (collectively, known as the “Parties”).

7 Subject to approval of the Court pursuant to the Rules of Court, this Stipulation of Settlement
8 shall be binding on Plaintiff, Class Counsel, the Class, aggrieved employees (including the State of
9 California as their representative), and Defendant, along with the other Released Parties, subject to the
10 terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On June 2, 2021, Plaintiff, another former employee of Defendant, provided written
13 notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the
14 specific provisions of the Labor Code he contends were violated and the theories supporting his
15 contentions. Plaintiff believes that on or about August 6, 2021, the sixty-five (65) day notice period
16 expired, and the LWDA did not take any action to investigate or prosecute this matter.

17 2. On August 6, 2021, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
18 Court of California, County of Fresno (Case No. 21CECG02303), alleging violations of: (a) Labor
19 Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid
20 meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code
21 sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages
22 not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code
23 section 246 (unpaid sick leave); (h) Labor Code sections 2800 and 2802 (unreimbursed business
24 expenses); (i) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”));
25 and (j) Business & Professions Code section 17200, *et seq.*

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3. After engaging in extensive discovery, investigations, and negotiations, the Parties remotely attended mediation with the mediator Deborah C. Saxe on February 16, 2024. While the Parties did not settle at mediation, continued negotiations with the assistance of the mediator eventually resulted in a settlement via a mediator's proposal.

4. In line with the settlement, the Parties stipulated to dismiss the wage-and-hour class action lawsuit that had been filed in the Superior Court of California, County of Fresno.

5. Afterwards, on June 11, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced (Case No. 24CV-03068), alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code section 246 (unpaid sick leave); (h) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (i) Labor Code section 2698, *et seq.* (PAGA); and (j) Business & Professions Code section 17200, *et seq.*

6. Defendant denies all material allegations set forth in this action and has asserted numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Defendant desires to settle all actual or potential claims fully and finally by the Class and aggrieved employees.

7. Plaintiff's counsel in the Action, Justice Law Corporation ("Class Counsel"), diligently investigated the Class's claims against Defendant, including all applicable defenses and applicable law. The investigation included, *inter alia*, exchanging information pursuant to formal and informal discovery, reviewing numerous corporate policies and practices, and reviewing time and wage data of numerous employees within the Class.

8. The settlement discussions during and after mediation were conducted at arm's-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

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9. Based on the data produced as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and aggrieved employees considering all known facts and circumstances.

10. This Stipulation of Settlement is made and entered by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated and aggrieved employees, and Defendant and is subject to the terms and conditions hereof and to the Court's approval. The Parties expressly acknowledge this Stipulation of Settlement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

11. “Action” means the lawsuit in the matter entitled *Martin v. Saint Agnes Medical Center* (Case No. 24CV-03068) filed on June 11, 2024 in the Superior Court of California, County of Merced.

12. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to exceed \$5,250,000 (35% of the Maximum Settlement Amount). Class Counsel will also request reimbursement of Class Counsel’s litigation costs and expenses, not to exceed \$40,000. For any Attorneys’ Fees and Costs approved by the Court, the Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses as

1 set forth above. Any portion of the Attorneys' Fees and Costs that are not awarded to Class Counsel
2 will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

3 13. "Claimants" means all Class Members who submit timely and valid Claim Forms for
4 participation in the Class Action Settlement.

5 14. "Claim Form" means the document, substantially in the form attached as **Exhibit B**,
6 Class Members must complete and postmark or fax by the Response Deadline (as defined below) to
7 receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement
8 Payment.

9 15. "Claims Administrator" means CPT Group, Inc. a third-party class action settlement
10 claims administrator agreed to by the Parties and approved by the Court for purposes of administering
11 this Settlement. The Parties each represent that they do not have any financial interest in the Claims
12 Administrator or otherwise have a relationship with the Claims Administrator that could create a
13 conflict of interest.

14 16. "Claims Administration Costs" means the costs payable from the Maximum Settlement
15 Amount to the Claims Administrator for administering this Settlement, including, but not limited to:
16 (a) printing, distributing, and tracking documents for this Settlement; (b) calculating settlement
17 payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the appropriates
18 persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties
19 and responsibilities set forth herein to process this Settlement and as requested by the Parties. The
20 Claims Administration Costs are currently estimated not to exceed \$50,000. Any portion of the Claims
21 Administration Costs that are not awarded to the Claims Administrator will be a part of the Net
22 Settlement Amount, for distribution in conformity with this Agreement.

23 17. "Class Counsel" means Justice Law Corporation, which will seek to be appointed
24 counsel for the Class.

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18. “Class Lists” mean a complete list of all Class Members within the Class that Defendant will diligently and in good faith compile from its records and provide only to the Claims Administrator. Defendant will diligently and in good faith request records from third-party staffing agencies, to compile the Class List but cannot warrant the timeliness or accuracy of third-party data. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b) most recent mailing address and telephone number; (c) Social Security Number; (d) dates of employment as an hourly-paid, non-exempt employee in California, provided that employees who hold/held the title of Patient Access Representative are excluded for all Workweeks and pay periods when they held that title; and (e) other relevant information needed to calculate their settlement payments.

19. “Class Member(s)” or “Class” means all current and former hourly-paid, non-exempt workers employed by Defendant in California during the Class Period, provided that employees who hold/held the title of Patient Access Representative will be excluded for all Workweeks when they held that title. As of the date of mediation, Defendant estimated there are 11,055 Class Members who worked a total of 846,000 Workweeks.

20. “Class Period” means the period from February 8, 2017, through May 16, 2024.

21. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in recognition of the efforts and work in prosecuting the Action on behalf of the Class Members. The Parties agree Plaintiff will be paid up to \$10,000 from the Maximum Settlement Amount for his services on behalf of the Class, subject to the Court granting final approval of this Stipulation of Settlement. Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

22. "Court" means the Superior Court of California, County of Merced.

23. “Defendant” means Saint Agnes Medical Center.

24. “Defendant’s Counsel” means counsel for Defendant who are:

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Giulio A. Sanchez
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Fresno, California 93720
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25. "Effective Date" means the date when all of the following events have occurred: (a) this Settlement has been executed by the Parties; (b) Notice of the Settlement has been sent to the LWDA; (c) the Court has given approval to this Settlement; (d) the Court has entered its Final Order and Judgment; and (d) the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing approval of the judgment approving this Settlement has elapsed (*i.e.*, 60 days from entry of judgment) without any appeal, writ, or other appellate proceeding having been filed; (ii) when any appeal, writ or other appellate proceeding opposing this Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve this Settlement, the Parties will work in good faith to address the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval, the Court declines to approve this Settlement, the entire Settlement will be deemed void and unenforceable as if no settlement of any claim was ever reached.

26. "Individual Settlement Payment" means each Claimant's share of the Net Settlement Amount.

27. "Maximum Settlement Amount" means the maximum settlement amount of up to \$15,000,000 to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments, Class Representative Enhancement Payment, Claims Administration Costs, Attorneys' Fees and Costs, and PAGA Payment. The Maximum Settlement Amount has been agreed to by the Parties based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount aside from the Escalator Clause being triggered.

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28. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, and Attorneys' Fees and Costs. The Parties agree the amount distributed to the Claimants will equal at least fifty percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

29. “Notice of Class Action Settlement” means the Court approved notice to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Stipulation of Settlement.

30. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a) objector’s full name, signature, address, and telephone number, (b) written statement of all grounds for the objection accompanied by any legal support for such objection, (c) clear reference to the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

31. “Notice Packet” means the Notice of Class Action Settlement and Claim Form.

32. “PAGA Aggrieved Employee” means all current and former hourly-paid, non-exempt workers employed by Defendant in California during the PAGA Period, provided that employees who hold/held the title of Patient Access Representative will be excluded for all pay periods when they held that title. As of the date of mediation, Defendant estimated there are 7,153 PAGA Aggrieved Employees who worked a total of 274,391 pay periods.

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1 33. "PAGA Payment" means the amount of \$750,000, which the Parties have agreed to
2 allocate for penalties pursuant to PAGA. The Parties have agreed the PAGA Payment will be paid out
3 of the Maximum Settlement Amount. Pursuant to PAGA, seventy-five percent (75%) of the PAGA
4 Payment (\$562,500) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment
5 (\$187,500) will be distributed, pro rata, based on the pay periods worked to all PAGA Aggrieved
6 Employees.

7 34. "PAGA Period" means the period from June 2, 2020, through May 16, 2024.

8 35. "Parties" means Plaintiff and Defendant.

9 36. "Plaintiff" means Michael Martin.

10 37. "Preliminary Approval" means the Court order granting preliminary approval of this
11 Stipulation of Settlement.

12 38. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
13 Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.* that is established by the Claims
14 Administrator for the benefit of Claimants, Plaintiff, and Class Counsel.

15 39. "Released Claims" as it pertains to Class Members include, but are not limited to,
16 statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs,
17 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution,
18 or equitable relief, for the following categories of allegations that were alleged in the complaint or
19 could have been alleged in the complaint based on the facts alleged therein: (a) all claims for failure to
20 pay wages for hours worked, including, but not limited to, claims for failure to pay overtime wages at
21 the appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (b) all
22 claims for failure to pay the minimum wage in accordance with applicable law, including, but not
23 limited to, claims for off-the-clock work; (c) all claims for the failure to provide meal and/or rest
24 periods in accordance with applicable law, including payments for missed, short, or late meal and/or
25 rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods
26 worked and not taken; (d) all claims for failure to pay sick leave in accordance with the methods
27 outlined in Labor Code section 246(l); (e) all claims for failure to reimburse business expenses; and (f)

any and all claims for recordkeeping or pay stub violations, untimely wages, waiting time penalties, and all other statutory penalties, including those recoverable under the Unfair Competition Act, Business & Professions Code section 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 *et seq.* or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

40. “Released Claims Period” means the period from February 8, 2017, through May 16, 2024.

41. “Released Parties” means Defendant, and its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

42. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked or faxed on or before the Response Deadline. The date of the postmark or fax on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not timely request exclusion from the Settlement (“Settlement Class Members”) will be bound by all terms of the Settlement if it is granted final approval. PAGA Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement.

43. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Claims Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended

1 to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms,
2 Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement will be
3 extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice Packet by
4 the Claims Administrator, unless the fourteenth (14th) day falls on a Sunday or Federal holiday, in
5 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
6 open. The Response Deadline may also be extended by express agreement between the Parties. Under
7 no circumstances will the Claims Administrator have the authority to extend the deadline for Class
8 Members to submit a Claim Form, Request for Exclusion, Notice of Objection, or written disputes
9 regarding the Settlement.

10 44. "Workweeks" means the number of weeks of employment that a Class Member worked
11 for Defendant as an hourly-paid, non-exempt worker in California at any time during the Class Period,
12 provided that employees who hold/held the title of Patient Access Representative are excluded for all
13 workweeks when they held that title. The Claims Administrator will calculate the number of
14 Workweeks by calculating the number of days each Class Member was employed during the Class
15 Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate
16 (for example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to
17 payment for at least one (1) Workweek.

18 **CLASS CERTIFICATION**

19 45. Solely for purposes of settling the Action, and not for purposes of class certification
20 should the matter not be settled or for any other reason, the Parties stipulate and agree that the
21 requisites for establishing class certification with respect to the Class have been met and are met. The
22 Parties stipulate and agree that:

23 45(a) The Class is ascertainable and so numerous as to make it impracticable to join
24 all Class Members;

25 45(b) There are common questions of law and fact including, but not limited to:

- 26 i) Whether Defendant properly compensated Class Members;
- 27 ii) Whether Defendant failed to provide meal and rest breaks;

1 51. Funding of the Maximum Settlement Amount. Within seven (7) calendar days of the
2 Effective Date, the Claims Administrator will provide the Parties with an accounting of the amounts to
3 be paid by Defendant pursuant to the Settlement. Within twenty (20) calendar days of the Effective
4 Date, Defendant will deposit all Court-approved costs, fees, payments, and claim amounts from the
5 Maximum Settlement Amount into the QSF account.

6 52. Payment Schedule for All Settlement Payments. Within seven (7) calendar days of
7 Defendant funding the Maximum Settlement Amount, the Claims Administrator will calculate all
8 payments due under the Settlement. Within fourteen (14) calendar days of Defendant funding the
9 Maximum Settlement Amount, all payments due under the Settlement will be sent out to the
10 appropriate persons and entities.

11 53. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
12 or motion by Class Counsel for Attorneys' Fees and Costs of not more than \$5,250,000 (35% of the
13 Maximum Settlement Amount) plus the reimbursement of costs and expenses associated with Class
14 Counsel's litigation and settlement of the Action not to exceed \$40,000, both of which will be paid
15 from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court shall
16 not constitute payment to any Class Member(s). To the extent that the Court approves less than the
17 amount of attorney's fees and/or costs that Class Counsel requests, the difference will be reallocated
18 to the Net Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this Agreement,
19 the Parties agree to bear their own attorneys' fees and costs related to this Action. In consideration of
20 their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys'
21 fees and expenses in connection with the Settlement.

22 54. Class Representative Enhancement Payment. In recognition of Plaintiff's effort and
23 work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all
24 known and unknown claims, Defendant agrees not to oppose or impede any application or motion for
25 Class Representative Enhancement Payment of up to \$10,000 to Plaintiff. The Class Representative
26 Enhancement Payment will be paid from the Maximum Settlement Amount and shall not constitute
27 payment to any Claimant(s) (other than Plaintiff). To the extent that the Court approves less than the
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1 amount of the Class Representative Enhancement Payment that Class Counsel requests, the difference
2 will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that the Class
3 Representative Enhancement Payment represent payment to Plaintiff for the services to the Class
4 Members, and not wages, the Settlement Administrator will not withhold any taxes from the Class
5 Representative Enhancement Payment. The Claims Administrator will issue an IRS Form 1099 for the
6 Class Representative Enhancement Payment to Plaintiff, and Plaintiff shall be solely and legally
7 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
8 on the amounts received.

9 54(a) General Release by Class Representative. As a condition of the class action
10 settlement, Plaintiff shall separately release the Released Parties from the
11 following: any and all claims, obligations, demands, actions, rights, causes of
12 action, and liabilities against the Released Parties, of whatever kind and nature,
13 character, and description, whether in law or equity, whether sounding in tort,
14 contract, federal, state and/or local law, statute, ordinance, regulation, common
15 law, or other source of law or contract, whether known or unknown, and
16 whether anticipated or unanticipated, including all unknown claims covered by
17 Civil Code section 1542, arising at any time up to and including the date on
18 which the Court enters the Order of Final Approval, for any type of relief,
19 including, without limitation, claims for wages, premium and other forms of
20 pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and
21 wage statement penalties), general damages, compensatory damages, liquidated
22 damages, punitive damages, interest, attorneys' fees, litigation and other costs,
23 expenses, restitution, and equitable and declaratory relief. Plaintiff's releases
24 include, but are not limited to, the Released Claims as well as any other claims
25 under any provision of the Fair Labor Standards Act, Labor Code, any
26 applicable Industrial Welfare Commission Wage Orders, any city or county
27 Living Wage Ordinances, and claims under state or federal discrimination

1 statutes, including, without limitation, Government Code, Unruh Civil Rights
2 Act, Civil Code, California Constitution, Business and Professions Code,
3 including, but not limited to, section 17200 *et seq.*, United States Constitution,
4 Age Discrimination in Employment Act and Older Workers Benefit Protection
5 Act, Uniformed Services Employment and Reemployment Rights Act, Title VII
6 of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, Family and
7 Medical Leave Act, to the extent not prohibited by law, Americans with
8 Disabilities Act, 42 U.S.C. sections 12101 *et seq.*, and Employee Retirement
9 Income Security Act of 1974, 29 U.S.C. section 1001 *et seq.*, and all their
10 implementing regulations and interpretive guidelines. As a condition to this
11 Settlement, Plaintiff will provide or have provided a full and general release of
12 all known and unknown claims, including, but not limited to, all claims alleged
13 or could have been alleged in the Action.

14 55. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
15 costs of administration of the Settlement and distribution of payments from the Maximum Settlement
16 Amount, which is currently estimated not to exceed \$50,000. These costs, which will be paid from the
17 Maximum Settlement Amount, will include, *inter alia*: (a) printing, distributing, and tracking
18 documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c) distributing
19 the appropriate settlement amounts to the appropriate persons and entities; (d) providing necessary
20 reports and declarations; and (e) performing other duties and responsibilities set forth herein to
21 process this Settlement and as requested by the Parties. Any portion of the Claims Administration
22 Costs not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

23 55(a) Acknowledgement of Potential Administration Cost Increase. The Parties
24 acknowledge that Claims Administration Costs may increase over the above-
25 mentioned estimated and that any such additional Claims Administration Costs
26 will be taken out of the Maximum Settlement Amount. Any portion of the
27 estimated or designated Claims Administration Costs which are not in fact
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required to fulfill the total Claims Administration Costs will flow through to the Net Settlement Amount.

56. PAGA Payment. Subject to Court approval, the Parties agree that the amount of \$750,000 from the Maximum Settlement Amount will be designated for satisfaction of the PAGA Aggrieved Employees' PAGA claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment (\$562,500) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$187,500) will be distributed, pro rata, based on the pay periods worked to all PAGA Aggrieved Employees.

56(a) The Claims Administrator will calculate the total number of pay periods worked by each individual PAGA Aggrieved Employee to determine the total number of pay periods worked by all PAGA Aggrieved Employees ("Total PAGA Pay Periods") during the PAGA Period. Defendant shall provide the Claims Administrator such information as is necessary to calculate the individual PAGA Aggrieved Employee's pay periods and Total PAGA Pay Periods.

56(b) To determine each PAGA Aggrieved Employee's estimated portion of the PAGA Payment, the Claims Administrator will use the following formula: estimated individual PAGA Payment = (\$187,500 ÷ Total PAGA Pay Periods) x individual pay periods for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will be issued.

57. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent (50%) of the Net

1 Settlement Amount will be the exclusive property of Defendant.

2 58. Individual Settlement Payment Calculations. Individual Settlement Payments will be
3 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a
4 Class Member worked during the Class Period. Specific calculations of Individual Settlement
5 Payments will be made as follows:

6 58(a) The Claims Administrator will calculate the total number of Workweeks worked
7 by each individual Class Member ("Individual Workweeks") to determine the
8 total number of Workweeks worked by all Class Members ("Class Workweeks")
9 during the Class Period. Defendant shall provide the Claims Administrator such
10 information to calculate the Individual Workweeks and Class Workweeks.

11 58(b) To determine each Class Member's estimated Individual Settlement Payment,
12 the Claims Administrator will use the following formula: estimated Individual
13 Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x
14 Individual Workweeks for each individual Class Member.

15 58(c) If the total Individual Settlement Payments to the Claimants would equal less
16 than fifty percent (50%) of the Net Settlement Amount, the Claims
17 Administrator will proportionately increase the Individual Settlement Payment
18 for each Claimant to ensure that total Individual Settlement Payments equal fifty
19 percent (50%) of the Net Settlement Amount.

20 58(d) The Individual Settlement Payment will be reduced by any required deductions
21 for each Claimant as set forth herein, including employee-side tax and
22 withholdings with respect to wage portion of Individual Settlement Payments.

23 59. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual
24 Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in
25 the year in which such payments actually are received by the Class Members. It is expressly
26 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
27 Class Member to additional compensation or benefits under any company bonus, contest or other
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1 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
2 will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or
3 deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement
4 Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class
5 Members, and that the Class Members are not entitled to any new or additional compensation or
6 benefits as a result of having received the Individual Settlement Payments (notwithstanding any
7 contrary language or agreement in any benefit or compensation plan document that might have been in
8 effect during the period covered by this Settlement).

9 60. Claims Administration Process. The Parties agree to cooperate in the administration of
10 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
11 incurred in administration of the Settlement.

12 61. Delivery of the Class List(s). Within twenty-one (21) calendar days of Preliminary
13 Approval, Defendant will provide the Class List(s) to the Claims Administrator.

14 62. Notice by First-Class U.S. Mail. Prior to mailing, the Claims Administrator will
15 perform a National Change of Address Database ("NCOA") check, such as provided by Experian or
16 any other similar services available, for information to update and correct for any known or
17 identifiable address changes. Within fourteen (14) calendar days of receiving the Class List(s), the
18 Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S.
19 Mail, using the most current, known mailing addresses available.

20 63. Confirmation of Contact Information in the Class List. Any Notice Packets returned to
21 the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly
22 via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Claims
23 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address
24 is provided, the Claims Administrator will promptly attempt to determine the correct address using a
25 skip-trace and will then perform a single re-mailing within five (5) calendar days after return of the
26 Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or
27 by request, have an additional fourteen (14) calendar days to postmark or fax a Claim Form, Request
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1 for Exclusion, Notice of Objection, or written dispute regarding the Settlement.

2 64. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
3 will provide: (a) information regarding the nature of the Action; (b) summary of the Settlement's
4 principal terms; (c) Class definition; (d) total number of Workweeks each Class Member worked for
5 Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment
6 and formula for calculating their Individual Settlement Payments; (f) dates which comprise the Class
7 Period; (g) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of
8 Objection, or written disputes regarding Workweeks; (h) requirements relating to, and deadlines by
9 which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection,
10 and written disputes regarding Workweeks; (i) claims to be released, as set forth herein; and (j) date
11 and time of the final approval hearing.

12 65. Claim Form Procedures. To receive Individual Settlement Payments, all Class
13 Members will be required to submit a timely and valid Claim Form within the Response Deadline. All
14 Claim Forms must be signed and returned to the Claims Administrator via first class mail or fax and
15 postmarked or faxed by the Response Deadline. The date of the postmark or fax on the return mailing
16 envelope will be the exclusive means to determine whether a Claim Form has been timely submitted.
17 The Claims Administrator will compile a list of Claim Forms rejected for: (a) failure to cure an
18 unsigned Claim Form; or (b) late submission of the Claim Form. As to the Class Members on that
19 rejected claim list, any Class Member who requests, in a signed letter, to receive payment in the
20 Settlement will be treated like a Claimant if that written request is received by the Effective Date.

21 66. Disputed Information on Notice Packets. Class Members may dispute the information
22 provided in their Notice Packets and must do so in writing via first class mail or fax, and the dispute
23 must be postmarked or faxed within the Response Deadline. To the extent Class Members dispute the
24 number of Workweeks to which they have been credited or the amount of their Individual Settlement
25 Payment, Class Members must produce evidence to the Claims Administrator showing that such
26 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be
27 presumed determinative. If a Class Member produces evidence to the contrary, the Parties will
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1 evaluate the evidence submitted by the Class Member and will make the final decision as to the
2 number of eligible Workweeks that should be applied and/or Individual Settlement Payment to which
3 the Class Member may be entitled. If the Parties cannot resolve the dispute, the Claims Administrator
4 will be the final arbiter of the Workweeks for each Class Member during the Class Period.

5 67. Request for Exclusion Procedures. Any Class Member wishing to opt out from this
6 Stipulation of Settlement must sign and postmark or fax a written Request for Exclusion to the Claims
7 Administrator within the Response Deadline. The date of the postmark or fax on the return mailing
8 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
9 submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will certify
10 jointly the Requests for Exclusion that were timely submitted to the Parties' counsel. PAGA
11 Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement.

12 68. Objection Procedures. To object to this Stipulation of Settlement, a Class Member
13 must file a valid Notice of Objection with the Court and serve copies of the Notice of Objection to the
14 Parties within the Response Deadline. The Notice of Objection must be signed by the Class Member
15 and contain all information required by this Stipulation of Settlement. The postmark date of the filing
16 and service will be deemed the exclusive means for determining that the Notice of Objection is timely.
17 Class Members who fail to object in the specific and technical manner specified above will be deemed
18 to have waived all objections to the Settlement and will be foreclosed from making any objections and
19 seeking any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement.
20 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
21 Members to submit written objections to this Stipulation of Settlement or appeal from the Order and
22 Judgment. However, Class Counsel, Defendant's Counsel, and Defendant may respond to inquiries
23 from Class Members with truthful information. Class Counsel will not represent any Class Members
24 with respect to any such objections to this Settlement.

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69. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to postmark or fax a revised Claim Form or Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form or Request for Exclusion is not postmarked or faxed within that period, it will be deemed untimely.

70. Settlement Terms Bind All Class Members Who Do Not Opt Out. Settlement Class Members will be bound by all its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

71. Reminders. Not earlier than twenty (20) calendar days or later than thirty (30) calendar days after the initial mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not returned a Claim Form or Request for Exclusion. All Reminder Postcards will include the Response Deadline and contact information for Class Counsel and Claims Administrator.

72. Certification Reports Regarding Individual Settlement Payment Calculations. The Claims Administrator will provide the Parties' counsel a weekly report which certifies: (a) number of Class Members who have submitted Claim Forms; (b) number of Claimants; (c) number of Class Members who have submitted valid Requests for Exclusion; (d) then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) whether any Class Member has submitted a challenge to any information contained in their Claim Form or Notice Packet. The Claims Administrator will also provide to the Parties' counsel any updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

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1 73. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement
2 Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above
3 fifty percent (50%) shall remain the property of the Defendant.

4 74. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the
5 portion of the Individual Settlement Payments paid as wages shall be paid separate from and in
6 addition to the Maximum Settlement Amount.

7 75. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to
8 Claimants will be negotiable for at least one hundred eighty (180) calendar days. Those funds
9 represented by settlement checks returned as undeliverable and those settlement checks remaining
10 uncashed for more than one hundred eighty (180) calendar days after their issuance will be transmitted
11 to the *cy pres* recipient Legal Aid At Work.

12 76. Certification of Completion. Within five (5) calendar days after the Response Deadline,
13 the Claims Administrator will provide a written declaration under oath to certify such completion to
14 the Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing
15 addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely
16 exclusions and objections that the Claims Administrator received.

17 77. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or
18 rescinded, for any reason, any costs incurred by the Claims Administrator will be paid equally by the
19 Parties (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

20 78. Treatment of Individual Settlement Payments. For purposes of this Stipulation of
21 Settlement, all Individual Settlement Payments will be allocated as follows: twenty percent (20%) will
22 be allocated as wages and eighty percent (80%) will be allocated as interest, penalties, and other non-
23 wages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an
24 employee's wages and all other authorized and required withholdings and shall be reported by IRS
25 Form W-2. The amounts paid as interest, penalties, and other non-wages shall be subject to all
26 authorized and required withholdings other than the tax withholdings customarily made from
27 employees' wages and shall be reported by IRS Form 1099.

79. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Plaintiff, Claimants, and Class Counsel any IRS Form W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

80. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Claimants are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and Claimants understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

81. No Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. Further, none of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel without the express written consent of each other Party and their counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

82. Release of Claims by Class Members. Upon the Effective Date and Defendant funding the Maximum Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to the Released Parties all Released Claims for any period during the Released Claims Period.

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83. Waiver of Civil Code Section 1542. Upon the Effective Date and Defendant funding the Maximum Settlement Amount, pursuant to the terms of the Settlement, and solely with respect to the Released Claims, Plaintiff expressly waives and relinquishes any rights or benefits available under the provisions of section 1542 of the Civil Code, 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.

84. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Stipulation of Settlement to the Court in support of the Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of Attorneys' Fees and Costs and Class Representative Enhancement Payment, should be finally approved as a fair, reasonable, and adequate settlement. As part of the Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an order as follows:

- 84(a) Certifying the Class for the purpose of settlement;
- 84(b) Approving as to form and content the proposed Notice Packet;
- 84(c) Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Class Action Settlement;
- 84(d) Directing the mailing of the Notice Packet and Reminder Postcards to the Class Members in accordance with the Settlement;
- 84(e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

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1 84(f) Enjoining Plaintiff and any Class Member from filing or prosecuting any claims,
2 suits, or administrative proceedings (including filing claims with the California
3 Division of Labor Standards Enforcement and the LWDA) regarding the
4 Released Claims unless and until such Class Members have filed valid Requests
5 for Exclusion with the Claims Administrator.

6 85. Duties of the Parties Following Final Court Approval. Following final approval by the
7 Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a
8 proposed final order of approval and judgment as follows:

9 85(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
10 and adequate, and directing consummation of its terms and provisions;

11 85(b) Approving Class Counsel's application for an award of Attorneys' Fees and
12 Costs;

13 85(c) Approving the Class Representative Enhancement Payment to Plaintiff;

14 85(d) Setting a date when the Parties shall report to the Court the total amount that
15 was actually paid to the Class Members; and

16 85(e) Entering judgment in this Action consistent with this Agreement.

17 86. Nullification of Stipulation of Settlement. If: (a) the Court does not finally approve the
18 Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
19 this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and
20 void. Any order or judgment entered by the Court in furtherance of this Stipulation of Settlement will
21 be treated as void from the beginning.

22 87. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
23 request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary
24 Approval Order for: (a) conditional certification of the Class for settlement purposes only; (b)
25 Preliminary Approval of the proposed Stipulation of Settlement; and (c) setting a date for final
26 approval hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
27 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
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1 will submit this Stipulation of Settlement, which sets forth the terms of this Settlement, and will
2 include the Notice Packet. Class Counsel will be responsible for drafting all documents necessary to
3 obtain preliminary approval. Prior to filing the Motion for Preliminary Approval, Plaintiff will provide
4 Defendant with a draft for review and approval.

5 88. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to postmark or fax Claim Forms, Requests for Exclusion, Notices of Objections, or written
7 disputes regarding this Stipulation of Settlement, and with the Court's permission, a final approval
8 hearing will be conducted to determine the final approval of this Stipulation of Settlement along with
9 the amounts properly payable for: (a) Individual Settlement Payments; (b) Attorneys' Fees and Costs;
10 (c) Class Representative Enhancement Payment; and (d) Claims Administration Costs as well as
11 confirming the total amount to be allocated towards the PAGA Payment. Class Counsel will be
12 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
13 responsible for drafting the Attorneys' Fees and Costs application to be heard at the final approval
14 hearing and shall submit to the Court a Proposed Final Approval Order. Prior to filing the Motion for
15 Final Approval, Plaintiff will provide Defendant with a draft for review and approval.

16 89. Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual full
17 cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
18 Approval Order, Final Approval Order, or final judgment in substantially the form submitted by the
19 Parties or this Stipulation of Settlement as agreed does not become final because of appellate court
20 action. The terminating Party shall give to the other Party (through its counsel) written notice of its
21 decision to terminate no later than ten (10) calendar days after receiving notice that one of the
22 enumerated events has occurred. Termination shall have the following effects:

23 89(a) The Stipulation of Settlement shall be terminated and shall have no force or
24 effect, and no Party shall be bound by any of its terms;

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1 89(b) If the Settlement is terminated, Defendant shall have no obligation to make any
2 payments to any Party, Class Member, or attorney, except that the Terminating
3 Party shall pay the Claims Administrator for services rendered up to the date the
4 Claims Administrator is notified the Settlement has been terminated;

5 89(c) The Preliminary Approval Order, Final Approval Order, and Judgment,
6 including any order of class certification, shall be vacated;

7 89(d) The Stipulation of Settlement and all negotiations, privileged statements and
8 proceedings relating thereto shall be without prejudice to the rights of any of the
9 Parties, all of whom shall be restored to their respective positions in the Action
10 prior to this Stipulation of Settlement; and

11 89(e) Neither this Stipulation of Settlement, nor any ancillary documents, actions,
12 statements, or filings in furtherance of this Stipulation of Settlement (including
13 all matters associated with the mediation) shall be admissible or offered into
14 evidence in the Action or any other action for any purpose whatsoever.

15 90. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
16 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
17 Any exhibits to this Agreement are an integral part of this Stipulation of Settlement.

18 91. Confidentiality. The Parties and their counsel agree that they will not issue any press
19 releases, initiate any contact with the press, respond to any press inquiry, or have any communication
20 with the press about the fact, amount, or terms of the Settlement prior to the Settlement being
21 preliminarily approved by the Court. In addition, the Parties and their counsel agree that they will not
22 engage in any advertising or distribute any marketing materials relating to the Settlement of this case
23 prior to the Settlement being preliminarily approved by the Court, including, but not limited to, any
24 postings on any websites maintained by Class Counsel. Any communication about the Settlement to
25 Class Members prior to the Settlement being preliminarily approved by the Court will be limited to a
26 statement that a settlement has been reached and the details will be communicated in a forthcoming
27 Court-approved notice. Nothing set forth herein shall prohibit: (a) Defendant from providing truthful
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1 disclosure about the Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-
2 K with the United States Securities and Exchange Commission; or (b) the Parties from providing this
3 Agreement to the Court in connection with the Parties' efforts to seek the Court's approval of this
4 Settlement. Neither Plaintiff nor Class Counsel shall hold a press conference or otherwise seek to
5 affirmatively contact the media about the Settlement. If contacted by the media regarding the
6 Settlement, Class Counsel will direct any media inquiries to the public records of the Action on file
7 with the Court. Also, neither Plaintiff nor Class Counsel will disparage the Settlement.

8 92. Entire Agreement. This Stipulation of Settlement and any attached exhibits constitute
9 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
10 agreements may be deemed binding on the Parties. The Parties expressly recognize Civil Code section
11 1625 and Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
12 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
13 Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
14 contradict the terms of this Agreement.

15 93. Amendment or Modification. This Stipulation of Settlement may be amended or
16 modified only by a written instrument signed by the Parties and their counsel or their successors-in-
17 interest.

18 94. Authorization to Enter the Stipulation of Settlement. The Parties' counsel warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Stipulation of Settlement and to take all appropriate action required or permitted to be taken by such
21 Parties pursuant to this Stipulation of Settlement to effectuate its terms and to execute any other
22 documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their
23 counsel will cooperate with each other and use their best efforts to affect the implementation of the
24 Settlement. If the Parties are unable to reach an agreement on the form or content of any document
25 needed to implement the Settlement, or on any supplemental provisions that may become necessary to
26 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court.

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1 95. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each member of the Class execute this Stipulation of Settlement.
3 The Notice of Class Action Settlement will advise all Class Members of the binding nature of the
4 release, and the release shall have the same force and effect as if this Stipulation of Settlement were
5 executed by each Settlement Class Member.

6 96. Binding on Successors and Assigns. This Stipulation of Settlement will be binding
7 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 97. California Law Governs. All terms of this Stipulation of Settlement and exhibits hereto
9 will be governed by, construed, and interpreted according to the laws of the State of California,
10 irrespective of the State of California's choice of law principles.

11 98. Execution and Counterparts. This Stipulation of Settlement is subject only to the
12 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
14 will be deemed to be one and the same instrument.

15 99. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties
16 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and
17 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial
18 litigation, considering all relevant factors, present and potential. The Parties further acknowledge that
19 they are each represented by competent counsel and that they have had an opportunity to consult with
20 their counsel regarding the fairness and reasonableness of this Agreement. In addition, the mediator
21 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
22 Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the
23 Settlement is objectively fair and reasonable.

24 100. Invalidity of Any Provision. Before declaring any provision of this Stipulation of
25 Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
26 possible consistent with applicable precedents so as to define all provisions of this Stipulation of
27 Settlement valid and enforceable.

1 101. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms
3 herein. For good and valuable consideration, Plaintiff further agrees he will not request to be excluded
4 from or object to this Stipulation of Settlement. Any such Request for Exclusion or Notice of
5 Objection by Plaintiff will be void and of no force or effect.

6 102. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
8 litigation. By entering into this Agreement, Defendant does not admit it has violated any federal, state,
9 or local law, violated any regulations or guidelines promulgated pursuant to any statute or any other
10 applicable laws, regulations, or legal requirements, breached any contract, violated or breached any
11 duty, engaged in any misrepresentation or deception, or engaged in any other unlawful conduct with
12 respect to its employees or the Class Members. Neither this Agreement, nor any of its terms or
13 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
14 concession by Defendant of any such violations or failures to comply with any applicable law. Except
15 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
16 provisions shall not be offered or received as evidence in any action or proceeding to establish any
17 liability or admission on the part of Defendant or to establish the existence of any condition
18 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

19 103. Captions. The captions and section numbers in this Agreement are inserted for the
20 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
21 provisions of this Agreement.

22 104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
23 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
24 further waiver by such party of the same or any other condition, covenant, right or remedy.

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105. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defendant's Counsel shall meet and confer to resolve such disputes prior to submitting such disputes to the Court.

106. Enforcement Actions. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. The Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

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

108. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Plaintiff and Class Counsel warrant and represent that there are no liens on this Stipulation of Settlement.

109. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation of Settlement herein will be subject to final Court approval.

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1 110. Notices. Unless otherwise provided herein, all notices, demands or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as
3 of the third business day after mailing by United States registered or certified mail, return receipt
4 requested, addressed as follows:

5 To Plaintiff and the Class:

6 Douglas Han
7 Shunt Tatavos-Garajeh
8 Lizette Rodriguez
9 **JUSTICE LAW CORPORATION**
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103

10 To Defendant:

11 Michael S. Helsley
12 Giulio A. Sanchez
13 **WANGER JONES HELSLEY PC**
265 East River Park Circle, Suite 310
14 Fresno, California 93720
Telephone: (559) 233-4800
15 Facsimile: (559) 233-9330

16 111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
17 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
18 Stipulation of Settlement.

19 112. Integration Clause. This Stipulation of Settlement contains the entire agreement
20 between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
21 contemporaneous agreements, understandings, representations, and statements, whether oral or written
22 and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be
23 waived except in writing.

24 113. Binding Agreement. The Parties warrant that they understand and have full authority to
25 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding
26 on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to
27 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply

1 under federal or state law.

2 114. Escalator Clause. Defendant estimates that the Class included approximately 846,000
3 Workweeks as of the date of mediation. If it is determined the number of Workweeks within the Class
4 Period exceeds ten percent (10%) or more of 846,000 (*i.e.*, more than 930,600 Workweeks), then at
5 Defendant's option, either the: (a) Maximum Settlement Amount shall increase proportionally over
6 the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, the Maximum
7 Settlement Amount will increase by 2%); or (b) Class Period and PAGA Period shall end on the date
8 the number of Workweeks reaches 930,600.

9 115. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion
10 identified by the Claims Administrator exceeds five percent (5%) of the total of all Class Members,
11 Defendant may, but is not obligated, elect to withdraw from this Settlement. The Parties agree if
12 Defendant withdraws, this Settlement shall be void ab initio, have no force or effect whatsoever and
13 that neither Party will have any further obligation to perform under this Settlement provided
14 Defendant will remain responsible for paying all claims administration costs incurred to that point.
15 Defendant must notify Class Counsel and the Court of its selection to withdraw no later than fourteen
16 (14) calendar days after the Claims Administrator sends the final weekly report. A late election will
17 have no effect.

18 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
19 Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:
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Dated: 07/25/2024

Michael Martin

By: 

Dated: July 26, 2024

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Lizette Rodriguez, Esq.
Attorneys for Plaintiff

Dated: _____

Saint Agnes Medical Center

By: _____
On behalf of Saint Agnes Medical Center

Dated: _____

Wanger Jones Helsley PC [Approving as to Form Only]

By: _____
Michael S. Helsley, Esq.
Giulio A Sanchez, Esq.
Attorneys for Defendant

1 Dated: _____ Michael Martin

2 By: _____

3
4 Dated: _____ Justice Law Corporation [Approving as to Form Only]

5
6 By: _____
7 Douglas Han, Esq.
8 Shunt Tatavos-Gharajeh, Esq.
9 Lizette Rodriguez, Esq.
10 *Attorneys for Plaintiff*

11 Dated: 8/22/2024 Saint Agnes Medical Center

12 By: 
13 On behalf of Saint Agnes Medical Center

14 Dated: 8/22/24 Wanger Jones Helsley PC [Approving as to Form Only]

15 By: 
16 Michael S. Helsley, Esq.
17 Giulio A Sanchez, Esq.
18 *Attorneys for Defendant*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Martin v. Saint Agnes Medical Center

Superior Court of California, County of Merced (Case No. 24CV-03068)

(Complaint Filed June 11, 2024)

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid, non-exempt workers employed by Defendant Saint Agnes Medical Center (“Defendant”) in California during the period from February 8, 2017, through May 16, 2024, provided that employees who hold/held the title of Patient Access Representative will be excluded for all Workweeks when they held that title (“Class,” “Class Members,” and “Class Period”).

You are receiving this Notice of Class Action Settlement because you have been identified as a current or former hourly-paid, non-exempt worker employed by Defendant in California at any time during the period from February 8, 2017, through May 16, 2024.

On [REDACTED], the Honorable Brian McCabe of the Superior Court of California, County of Merced, granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member and are entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed on the enclosed Claim Form.

To participate in the settlement and to receive your payment, you must mail fax a Claim Form to the Claims Administrator by no later than [REDACTED]. If you fail to postmark or fax a Claim Form by this time, you may not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on [REDACTED] in Courtroom 8 of the Superior Court of California, County of Merced, located at 627 West 21st Street Merced, California 95340. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Summary of the Litigation

On June 2, 2021, Plaintiff Michael Martin (“Plaintiff”), a former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

On August 6, 2021, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Fresno (Case No. 21CECG02303), alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code section 246 (unpaid sick leave); (8) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (9) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 (“PAGA”)); and (10) Business & Professions Code section 17200, *et seq.*

After engaging in extensive discovery, investigations, and negotiations, the Parties remotely attended mediation with the mediator Deborah C. Saxe on February 16, 2024. While the Parties did not settle at mediation, continued negotiations with the assistance of the mediator eventually resulted in a settlement via a mediator's proposal.

In line with the settlement, the Parties stipulated to dismiss the wage-and-hour class action lawsuit that had been filed in the Superior Court of California, County of Fresno.

Afterwards, On June 11, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced (Case No. 24CV-03068), alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code section 246 (unpaid sick leave); (8) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (9) Labor Code section 2698, *et seq.* (PAGA); and (10) Business & Professions Code section 17200, *et seq.*

Counsel for Plaintiff and the attorneys appointed by the Court to represent the Class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has denied and continues to deny the factual and legal allegations in Plaintiff's case and maintains that the claims have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$15,000,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement ("Claimants"); (2) Class Representative Enhancement Payment of up to \$10,000 to Plaintiff; (3) Claims Administration Costs of up to \$50,000; (4) attorneys' fees of up to \$5,250,000 and attorneys' cost of up to \$40,000 to Class Counsel; and (5) PAGA Payment (civil penalties) of up to \$750,000, seventy-five percent (75%) of which (\$562,500) will be paid to the LWDA and twenty-five percent (25%) of which (\$187,500) will be distributed to PAGA Aggrieved Employees.

The Net Settlement Amount is the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, and Attorneys' Fees and Costs.

The Claims Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid, non-exempt worker in California at any time during the Class Period, provided that employees who hold/held the title of Patient Access Representative are excluded for all workweeks when they held that title.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

The Claims Administrator will issue IRS Forms W-2 and 1099 to Claimants and will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, all Individual Settlement Payments will be allocated as follows: twenty percent (20%) will be allocated as wages and eighty percent (80%) will be allocated as interest, penalties, and other non-wages.

PAGA Aggrieved Employees and PAGA Payment

Under the terms of the Settlement, \$750,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$562,500) will be paid to the LWDA. The PAGA Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$187,500) based on the number of pay periods they worked during the period from June 2, 2020, through May 16, 2024.

You are a “PAGA Aggrieved Employee” eligible to share the PAGA Payment under the settlement if you are a current or former hourly-paid, non-exempt worker employed by Defendant in California during the period from June 2, 2020, through May 16, 2024.

The Claims Administrator will calculate the total number of pay periods worked by each individual PAGA Aggrieved Employee to determine the total number of pay periods worked by all PAGA Aggrieved Employees (“Total PAGA Pay Periods”) during the period from June 2, 2020, through May 16, 2024. To determine each PAGA Aggrieved Employee’s estimated portion of the PAGA Payment, the Claims Administrator will use the following formula: estimated individual PAGA Payment = $(\$187,500 \div \text{Total PAGA Pay Periods}) \times \text{individual pay periods}$ for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will be issued.

Based on your total number of pay periods within the period from June 2, 2020, through May 16, 2024, your portion of the PAGA Payment is \$ [REDACTED]. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court grants final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you were not a current or former hourly-paid, non-exempt worker employed by Defendant in California during the period from June 2, 2020, through May 16, 2024, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Questions? Contact the Claims Administrator toll free at [REDACTED]

Option 1 – *Submit a Claim Form to Be Eligible for Payment*

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail or fax it to the Claims Administrator postmarked or faxed no later than [REDACTED].

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (1) be signed by you; (2) set forth your name, address, telephone number, and last four digits of your Social Security Number; (3) clearly state the name of this case, the case number, and that you do not wish to be included in the Settlement; (4) be returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number; and (5) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

[CONTACT INFORMATION]

The written request to be excluded must be postmarked or faxed no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked or faxed by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

Option 3 – *File an Objection with the Court*

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement and serve copies to the Parties. For the Notice of Objection to be valid, it must include: (1) your full name, signature, address, and telephone number; (2) written statement of all grounds for the objection accompanied by any legal support for such objection; (3) clear reference to the title of this case and case number; and (4) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodriguez
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Michael S. Helsley
Giulio A. Sanchez
WANGER JONES HELSLEY PC
265 East River Park Circle, Suite 310
Fresno, California 93720
Telephone: (559) 233-4800
Facsimile: (559) 233-9330
Counsel for Defendant

All objections must be filed with the Court no later than [REDACTED]. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of California, County of Merced, and discuss your objection with the Court and Parties at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing.

Questions? Contact the Claims Administrator toll free at [REDACTED]

Option 4 – *Do Nothing*

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both **Options 1 and 4** (or **3** if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

The claims released by the Class Members (“Released Claims”) include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations that were alleged in the complaint or could have been alleged in the complaint based on the facts alleged therein: (1) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay overtime wages at the appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (2) all claims for failure to pay the minimum wage in accordance with applicable law, including, but not limited to, claims for off-the-clock work; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (4) all claims for failure to pay sick leave in accordance with the methods outlined in Labor Code section 246(1); (5) all claims for failure to reimburse business expenses; and (6) any and all claims for recordkeeping or pay stub violations, untimely wages, waiting time penalties, and all other statutory penalties, including those recoverable under the Unfair Competition Act, Business & Professions Code section 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 *et seq.* or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to your share of the settlement funds, but only if you complete your Claim Form and postmark or fax it by [REDACTED]. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Claims Administrator at the telephone number listed below, toll free. Please refer to the Saint Agnes Medical Center class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. Copies of these documents may be obtained at the Superior Court of California, County of Merced, located at 627 West 21st Street Merced, California 95340.

Questions? Contact the Claims Administrator toll free at [REDACTED]

DO NOT CONTACT THE CLERK OF THE COURT; THE JUDGE; DEFENDANT; OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Martin v. Saint Agnes Medical Center
Merced County Superior Court Case Number 24CV-03068

MAIL OR FAX TO:
Claims Administrator
[CONTACT INFORMATION]

Your Claim Form must be completed and received by fax or postmarked on or before [REDACTED], or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

First Name, Last Name

c/o

Address1 Address2

City, State, Zip, Country

Name/Address Changes (if any):

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Area Code

Home Telephone Number

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Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based on the number of Workweeks he or she worked for Defendant Saint Agnes Medical Center ("Defendant") during the period from February 8, 2017, through May 16, 2024, provided that employees who hold/held the title of Patient Access Representative will be excluded for all Workweeks when they held that title.

According to records maintained by Defendant, you worked as an hourly-paid, non-exempt worker employed by Defendant in California during the period from February 8, 2017, through May 16, 2024. In particular, the available records indicate that you worked for a total of [REDACTED] Workweeks during the Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly-paid, non-exempt worker in California at any time during the Class Period, provided that employees who hold/held the title of Patient Access Representative are excluded for all workweeks when they held that title. Based on the preceding information, your estimated Individual Settlement Payment is \$[REDACTED]. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken and attach all supporting documentation:

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims ("Released Claims"):

The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations that were alleged in the complaint or could have been alleged in the complaint based on the facts alleged therein: (1) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay overtime wages at the appropriate regular rate or for all overtime hours worked and claims for off-the-clock work; (2) all claims for failure to pay the minimum wage in accordance with applicable law, including, but not limited to, claims for off-the-clock work; (3) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (4) all claims for failure to pay sick leave in accordance with the methods outlined in Labor Code section 246(l); (5) all claims for failure to reimburse business expenses; and (6) any and all claims for recordkeeping or pay stub violations, untimely wages, waiting time penalties, and all other statutory penalties, including those recoverable under the Unfair Competition Act, Business & Professions Code section 17200 *et seq.*, Code of Civil Procedure section 1021.5; and any other provision of the Labor Code, including, but not limited to, Labor Code section 2698 *et seq.* or any applicable Industrial Welfare Commission Wage Orders, in all their iterations.

To achieve a full and complete release, Defendant, Plaintiff, and Class Members acknowledge that this release is intended to include in its effect all Released Claims described above, both known and unknown. The period covered by the Released Claims extends from the period from February 8, 2017, through May 16, 2024.

By signing on the next page, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on:

_____ in _____,
Date City State

Sign your name here

Print your name here

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On August 28, 2024, I served the foregoing document described as

for the following case:	Martin v. Saint Agnes Medical Center
LWDA/Court Case No.:	LWDA-CM-833857-21
	24CV-03068
	Merced County Superior Court

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Moini Andarsen

PROOF OF SERVICE