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Individually and on behalf of all others similarly situated,

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

STEPHANIE JONES, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

RADY CHILDREN’S HOSPITAL-SAN
DIEGO, a Corporation; and DOES 1 through
50, inclusive,

Defendants,

[AND CONSOLIDATED MATTERS]

KRISTIN DIANE FLEISCHMAN,
individually and on behalf of all others
similarly situation,

Plaintiff,

vs.

Case No. 37-2023-00027035-CU-OE-CTL
[Consolidated with:
37-2023-00041000-CU-OE-CTL and
37-2024-00018852-CU-OE-CTL]

Assigned for All Purposes to:
Hon. Katerine Bacal, Dept. C-63

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

Action Filed: June 28, 2023
Trial Date: None Set

Case No. 37-2024-00027510-CU-OE-CTL

Assigned for All Purposes to:
Hon. Richard S. Whitney
Department C-68

RADY CHILDREN’S HOSPITAL – SAN
DIEGO, a California Non Profit Corporation.

Defendant

Action Filed: June 12, 2024
Trial Date: None Set

KRISTIN DIANE FLEISCHMAN, on behalf
of the general public as private attorney
general,

Plaintiff,

vs.

RADY CHILDREN’S HOSPITAL – SAN
DIEGO, a California Nonprofit Corporation.

Defendant

Case No. 24CU006762C

Assigned for All Purposes to:
Hon. Joel R. Wohlfeil
Department C-73

Action Filed: August 19, 2024
Trial Date: None Set

**JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT
AND RELEASE**

This Joint Stipulation of Class and PAGA Action Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE FLEISHCHMAN, (jointly “Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and RADY CHILDREN’S HOSPITAL-SAN DIEGO (“Defendant”) (collectively, the “Parties”). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby covenant and agree as follows:

RECITALS

1. On June 28, 2023, Plaintiff Jones initiated this putative class action by filing a Complaint in the California Superior Court for the County of San Diego, Case No. 37-2023-00027035-CU-OE-CTL (the “*Jones* Class Action”). The operative Complaint asserts Class Action Claims under the California Labor Code and based on allegations that Defendant violated certain requirements of California wage and hour law, including but not limited to: (1) violation of California Business & Profession Code §§ 17200, et seq.; (2) failure to pay minimum wages; (3) failure to pay proper overtime compensation; (4) failure to provide meal breaks; (5) failure to

1 provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to
2 reimburse employees for necessary business expenses; (8) failure to provide wages when due upon
3 termination; and (9) failure to pay sick pay wages. Plaintiff Jones also filed a Complaint in the
4 California Superior Court for the County of Riverside, Case No. CVRI2304478, alleging Private
5 Attorneys General Act of 2004 (“PAGA”), Lab. Code, § 2698, *et seq.*, claims based on the same
6 alleged underlying Labor Code violations (the “*Jones* PAGA Action”). The *Jones* PAGA Action
7 has since been transferred to the San Diego Superior Court and consolidated with the *Jones* Class
8 Action. The *Jones* Class Action and *Jones* PAGA Action are collectively referred to as the “*Jones*
9 Actions.”

10 2. On September 20, 2023, Plaintiff Barnia filed a Complaint in the California
11 Superior Court for the County of San Diego, Case No. 37-2023-00041000-CU-OE-CTL (the
12 “*Barnia* Action”). The operative Complaint asserts a claim under the California Labor Code’s
13 Private Attorneys General Act of 2004 (“PAGA”), Lab. Code, § 2698, *et seq.*, based on
14 allegations that Defendant violated certain requirements of California wage and hour law,
15 including but not limited to: (1) failure to pay minimum wages; (2) failure to pay off-the-clock
16 wages; (3) failure to pay proper overtime compensation; (4) failure to provide meal breaks; (5)
17 failure to provide rest breaks; (6) failure to reimburse employees for necessary business expenses;
18 (7) failure to provide accurate itemized wage statements; and (8) failure to pay all wages to upon
19 termination. The *Barnia* Action was consolidated with the *Jones* Actions.

20 3. On June 12, 2024, Plaintiff Fleishman initiated a putative class action by filing a
21 Complaint in the California Superior Court for the County of San Diego, Case No. 37-2024-
22 00027510-CU-OE-CTL (the “*Fleishman* Class Action”). The operative Complaint asserts Class
23 Action Claims under the California Labor Code and based on allegations that Defendant violated
24 certain requirements of California wage and hour law, including but not limited to: (1) failure to
25 pay wages, including overtime; (2) failure to provide meal breaks; (3) failure to provide rest
26 breaks; (4) failure to pay timely wages; (5) failure to provide accurate itemized wage statements;
27 (6) failure to reimburse employees for necessary business expenses; and (7) violation of the
28 Business and Professions Code §§ 17200, *et seq.* Plaintiff Fleischman also filed a Complaint in

1 the California Superior Court for the County of San Diego, Case No. 24 CU006762C, alleging
2 Private Attorneys General Act of 2004 (“PAGA”), Lab. Code, § 2698, *et seq.*, claims based on
3 the same alleged underlying Labor Code violations (the “*Fleischman* PAGA Action”). The
4 *Fleischman* Class Action and *Fleischman* PAGA Action are collectively referred to as the
5 “*Fleischman* Actions.”

6 4. The parties agree to consolidate all actions for purposes of getting Settlement
7 Approval. The *Jones* Actions, the *Barnia* Action, and the *Fleishman* Actions are collectively
8 referenced herein as the “Actions”.

9 5. Defendant denies all material allegations set forth in the operative complaints in
10 the Actions and has asserted numerous affirmative defenses.

11 6. The Parties have investigated the facts and analyzed the relevant legal issues with
12 regard to the claims and defenses in the Actions. Plaintiffs’ Counsel’s investigation included,
13 *inter alia*, the exchange of information pursuant to informal discovery methods, including:
14 comprehensive review of timekeeping and payroll records of a sampling of data from the
15 putative class; the number of pay periods and Pay Periods included in the class; and a review of
16 Defendant’s’ corporate wage and hour policies and practices. Based on their investigation and
17 analysis, Plaintiffs believe the Actions have merit, while Defendant believes the Actions have no
18 merit.

19 7. On November 13, 2024, the Parties participated in mediation before Tripper
20 Ortman, Esq. (the “Mediator”), a respected mediator for California wage and hour class actions.
21 The settlement discussions were conducted at arm’s-length, and the settlement is the result of an
22 informed and detailed analysis of Defendant’s potential liability of total exposure in relation to
23 the costs and risks associated with continued litigation. Based on the documents produced, as
24 well as Plaintiffs’ Counsel’s own independent investigation and evaluation, and the Mediator’s
25 efforts, Plaintiffs’ Counsel believe that the settlement with Defendant for the consideration and
26 on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in
27 the best interest of the putative Class Members in light of all known facts and circumstances,
28 including the risk of significant delay and uncertainty associated with litigation and various

defenses asserted by Defendant.

8. In the interest of avoiding further litigation, the Parties agree to fully and finally and forever settle and dispose of all actual or potential claims by the putative Class Members. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all others similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into 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 the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

9. The Settlement Class includes all current and former hourly non-exempt persons employed by Defendant in the State of California between September 2, 2022 through the earlier of the date of Preliminary Approval of the Settlement or March 18, 2025, subject to the "Escalator Clause" provision in paragraph 50 below.

DEFINITIONS

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

11. "Actions" means the consolidated cases, as set forth in paragraphs 1-3, above.

12. "Attorneys' Fees and Costs" means such award of attorneys' fees as may be approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred and to be incurred by Class Counsel in the Actions, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Actions, and expenses for any experts.

13. "Class Counsel" means Sullivan & Yaeckel Law Group, APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and James Hawkins APLC, which will seek to be appointed counsel for the Settlement Class.

1 14. “Class List” means a complete list of all putative Class Members that Defendant
2 will diligently and in good faith compile from its records and provide to the Settlement
3 Administrator within fifteen (15) calendar days after the Court’s Preliminary Approval of this
4 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
5 and will include each putative Class Member’s full name; last known address; Social Security
6 Number; and dates of employment.

7 15. “Class Member(s)” or “Settlement Class” means all current and former hourly
8 non-exempt persons employed by Defendant Rady Children’s Hospital-San Diego, in the State of
9 California between September 2, 2022 through the date of preliminary approval of the
10 settlement or March 18, 2025, whichever occurs first.

11 16. “Class Period” and “PAGA Period” means the period from September 2, 2022
12 through the date of preliminary approval of the settlement or March 18, 2025, whichever occurs
13 first.

14 17. “Class Representatives” means Plaintiffs STEPHANIE JONES, JULIET
15 BARNIA and KRISTIN DIANE FLEISCHMANN, who will seek to be appointed as the
16 representative for the Settlement Class.

17 18. “Plaintiffs” means STEPHANIE JONES, JULIET BARNIA and KRISTIN
18 DIANE FLEISCHMANN, who may also be referred to herein as the Class Representatives.

19 19. “Class Representative Enhancement Payment” means the amount to be paid to
20 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of the
21 putative Class Members and negotiating the Settlement, at no additional cost to Defendant and
22 subject to Court approval.

23 20. “Defendant” mean Rady Children’s Hospital-San Diego.

24 21. “Effective Date” means when all of the following events have occurred: (1) The
25 Stipulation for Settlement has been executed by all Parties, Class Counsel, and Defendant’s
26 Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a
27 Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the
28 Settlement. It is the parties’ intention that the Settlement shall be final for purposes of the

1 Effective date at the time of Final Approval, if no objections to the settlement are filed. Only in
2 the event that written objections are filed prior to the Final Settlement Approval Hearing, which
3 are not later withdrawn prior to final approval, the Effective Date shall be later of: (a) the date of
4 final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review
5 the Judgment; and, if review is granted, the date of final affirmance of the Judgment following
6 review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of
7 any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing
8 any appeal from the Judgment.

9 22. “Individual Settlement Payment” means each Participating Class Member’s share
10 of the Net Settlement Amount, to be distributed to the Participating Class Members.

11 23. “Maximum Settlement Amount” means the maximum settlement amount of One
12 Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00) to be paid by
13 Defendant in full satisfaction of all claims arising from the Actions, which includes all
14 attorneys’ fees, costs, the enhancement award, payments pursuant to PAGA, and claims
15 administration expenses. In no event will Defendant be liable for more than the Maximum
16 Settlement Amount, unless the escalator clause, described in Paragraph 45, is triggered. No
17 portion of the Maximum Settlement Amount shall revert to Defendant. Defendant’s share of
18 any employer payroll taxes to be paid in connection with the settlement (e.g. FICA, FUTA,
19 payroll taxes, and/or any similar tax or charge – collectively “Employer Taxes”) shall be paid in
20 addition to the Maximum Settlement Amount. The Settlement Administrator will then be
21 responsible for making appropriate deductions, reporting obligations, and issuing the individual
22 settlement awards.

23 24. “LWDA Payment” means the amount that the Parties have agreed to pay to the
24 California Labor and Workforce Development Agency (“LWDA”) for resolution of the claims
25 for civil penalties alleged pursuant to PAGA, and which are included in the Released Claims.

26 25. “Net Settlement Amount” means the portion of the Maximum Settlement Amount
27 remaining after deduction of all attorneys’ fees, costs, enhancement award, the amount
28

1 attributable to payments pursuant to PAGA, and claims administration expenses. The Net
2 Settlement Amount will be distributed to Participating Class Members.

3 26. “Notice of Objection” means a Participating Class Member’s valid and timely
4 written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
5 include: (a) the case name and number; (b) the objector’s full name, signature, address,
6 telephone number and the last four digits of the objector’s Social Security number; (c) a written
7 statement of all grounds for the objection accompanied by any legal support for such objection;
8 (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the
9 identity of the objector’s counsel, if the objector is represented by counsel; and (f) whether the
10 objector wishes to be heard at the Final Approval Hearing.

11 27. “Notice Packet” means the Notice of Class Action Settlement and Mailing
12 Envelope.

13 28. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either
14 Plaintiffs or Defendant.

15 29. “Participating Class Members” means all Class Members who do not submit a
16 Request for Exclusion.

17 30. “Preliminary Approval” means the Court order granting preliminary approval of
18 the Settlement Agreement.

19 31. “Qualified Settlement Account” means a qualified settlement fund account
20 established by the Settlement Administrator into which Defendant will make a one-time deposit
21 of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) within fifteen (15) days of
22 receiving the accounting of the final amounts to be paid from the Settlement Administrator, for
23 payment of all Court-approved and claimed amounts from the Maximum Settlement Amount.

24 32. “Released Claims” include all claims, debts, liabilities, demands, obligations,
25 damages, and actions or causes of action of any kind, arising under state, federal or local law,
26 whether statutory, common law, or administrative law, at any time during the Class Period, that
27 were or could have been reasonably asserted based on the factual allegations in the Operative
28 Complaints or based on any facts discovered in the course of the Actions, including (without

1 limitation), claims for failure to failure to pay minimum or overtime wages, failure to provide
2 meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary
3 business expenses, failure to pay all wages due to discharged or quitting employees, failure to
4 reimburse necessary business expenses, failure to provide accurate itemized wage statements;
5 claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
6 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the
7 Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et
8 seq.; and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA
9 civil penalties and statutory penalties), interest, fees, and costs.

10 33. "Released Claims Period" means the period from September 2, 2022 through the
11 date where the Court preliminarily approves the settlement, or March 18, 2025, whichever is
12 earlier.

13 34. "Released Parties" means Defendant Rady Children's Hospital-San Diego and its
14 past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and
15 assigns, and each of its past, present, and future shareholders, owners, officers, directors,
16 employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries,
17 subrogees, executors, partners, privies, and any other individual or entity which could be liable
18 for any of the Released Claims.

19 35. "Request for Exclusion" means a timely letter submitted by a Class Member
20 indicating a request to be excluded from the settlement. The Request for Exclusion must:
21 (a) include the case name and number; (b) contain the full name, address, telephone number, and
22 the last four digits of the Social Security Number of the Class Member requesting exclusion;
23 (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be
24 signed by the Class Member; (e) be returned by fax or mail to the Settlement Administrator at
25 the specified address and/or facsimile number; and (f) be postmarked or faxed on or before the
26 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the
27 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
28 Class Member who does not request exclusion from the settlement will be deemed a

1 Participating Class Member and will be bound by all terms of the settlement, if the settlement is
2 granted final approval by the Court.

3 36. "Response Deadline" means the deadline by which Class Members must
4 postmark to the Settlement Administrator a valid Request for Exclusion or Notice of Objection.
5 The Response Deadline will be thirty (30) calendar days from the initial mailing of the Notice
6 Packet by the Settlement Administrator, unless the 30th falls on a Sunday or Federal holiday, in
7 which case the Response Deadline will be extended to the next day on which the U.S. Postal
8 Service is open. Under no circumstances, other than circumstances described in Paragraph 57,
9 will the Settlement Administrator have the authority to extend the deadline for Class Members
10 to submit a Request for Exclusion or Notice of Objection to the Settlement.

11 37. "Settlement Administrator" means CAC Services Group, LLC or any other third-
12 party class action settlement administrator agreed to by the Parties and approved by the Court
13 for purposes of administering this Settlement pursuant to the terms of this Agreement, the Class
14 Notice, the Preliminary Approval Order, and the Judgment, including, without limitation,
15 printing, distributing, and tracking documents for this Settlement, calculating estimated amounts
16 per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing
17 necessary reports and declarations, and other duties and responsibilities set forth herein to process
18 this Settlement, and as requested by the Parties. The Settlement Administrator shall agree to
19 confidentiality terms as may be required by Defendant regarding personnel and payroll data
20 provided to the Settlement Administrator and shall work with Class Counsel and Counsel for
21 Defendant to implement and administer appropriate fraud-prevention policies. The Parties each
22 represent that they do not have any financial interest in the Settlement Administrator or
23 otherwise have a relationship with the Settlement Administrator that could create a conflict of
24 interest.

25 38. "Settlement Administration Costs" means the costs approved by the Court to be
26 paid to the Settlement Administrator for administering this Settlement. The Settlement
27 Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary,
28 any such costs in excess of the amount represented by the Settlement Administrator as being the

1 maximum costs necessary to administer the settlement. The Settlement Administration Costs are
2 currently estimated to be \$32,000.00.

3 39. "Work Weeks" means the number of payroll periods worked by Class Members
4 in California during the Class Period, which shall be calculated by the Settlement Administrator
5 based on the start and end dates of each individual's employment during the Class Period as
6 maintained by Defendant. Class Members may dispute the number of Work Weeks they worked
7 during the Class Period by submitting a written Work Week dispute to the Settlement
8 Administrator, which should include the Class Member's (a) full name, signature, address,
9 telephone number, and the last four digits of the Class Member's Social Security number; (b) the
10 number of Workweeks the Class Member contends is correct; and (c) any evidence supporting the
11 Class Member's contention.

12 40. "Work Week Value" means the value of each compensable Work Week, as
13 determined by the formula set forth herein.

14 **STIPULATION OF CLASS CERTIFICATION**

15 41. The Parties stipulate to the certification of this Settlement Class for settlement
16 purposes only.

17 42. This Agreement is contingent upon preliminary and final approval by the Court,
18 and certification of the Settlement Class is only for purposes of Settlement. If, for any reason,
19 the Settlement does not become final, any certification of any Settlement Class will be vacated and
20 the Parties will be returned to their positions with respect to the Actions as if the Agreement had
21 not been entered into. Should the Settlement not become final, for whatever reason, the fact that
22 the Parties were willing to stipulate provisionally to class certification as part of the Settlement
23 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a
24 class should be certified in a non-settlement context. Defendant expressly reserves the right to
25 oppose class certification and/or proactively move to deny certification should this Settlement be
26 reversed on appeal or otherwise not become final. Defendant does not consent to certification of
27 the Settlement Class or any class for any purpose other than to effectuate the Settlement of the
28 Actions.

43. NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

45. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees up to 33 and 1/3% of the Maximum Settlement Amount, or Six Hundred Thirty Three Thousand, Three Hundred and Thirty Three Dollars and Thirty-Three cents (\$633,333.33), in addition to reasonable Costs and expenses of litigation not to exceed \$85,000.00, subject to Court approval. The Attorneys' Fees and Costs Award shall represent payment for all claims for Class Counsel's attorneys' fees and costs, past and future, incurred in the Actions. The Attorneys' Fees and Costs Award shall be paid from the Maximum Settlement Amount, and Defendant shall not otherwise be required to pay for any portion of Plaintiffs' or the Class Members' attorneys' fees, costs, or expenses. The Attorneys' Fees and Costs Award shall be paid to Class Counsel following the Effective Date. Any amounts of attorneys' fees and costs applied for but not awarded by the Court to Class Counsel shall revert back into the Net Settlement Amount. An award by the Court of attorneys' fees or costs

that is less than the amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement. The payment of the Attorneys' Fees shall be allocated as follows: 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 42.5% to Sullivan & Yaeckel Law Group, APC, and 15% James Hawkins APLC. The Attorneys' Costs payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

46. Class Representative Enhancement Payments. In exchange for a general release of all claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion by each Plaintiff for a Class Representative Enhancement Payment up to Ten Thousand Dollars (\$10,000.00) each, subject to Court approval. The Class Representative Enhancement Payments will be in addition to Plaintiffs' Individual Settlement Payments as a Participating Class Member paid pursuant to the Settlement.

a. **Class Members' General Release.** The Settlement Class hereby fully and finally releases and discharges the Released Parties from any and all of the Released Claims that were or could be asserted in the lawsuit based upon the facts alleged in the complaint (collectively with Released Claims, "Plaintiffs' Released Claims"), arising or accruing through the Released Claims Period. The Settlement Class's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code § 17200, et seq.

b. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Enhancements Payment to the Plaintiffs, and Plaintiffs shall be solely and legally responsible for correctly characterizing this

1 compensation for tax purposes and for paying any taxes on the amounts
2 received. The Plaintiffs agree to indemnify and hold Defendant harmless
3 from any claim or liability for taxes, penalties, or interest arising as a
4 result of the Class Representative Enhancement Payments. No benefit,
5 including but not limited to 401K benefits, shall increase or accrue as a
6 result of any payment as a result of this Settlement. Any portion of the
7 Class Representative Enhancement Payments applied for but not awarded
8 by the Court to Plaintiffs shall be added to the Net Settlement Amount for
9 the benefit of Participating Class Members. An award by the Court of a
10 Class Representative Enhancement Payments that are less than the amount
11 applied for will not be grounds for Plaintiffs or Class Counsel to challenge
12 or withdraw from the Settlement.

13 47. Settlement Administration Costs. The Settlement Administrator will be paid for
14 the reasonable costs of administration of the Settlement and distribution of payments from the
15 Maximum Settlement Amount, which is currently estimated to be \$32,000.00. These costs,
16 which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required
17 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
18 distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount
19 and Attorneys' Fees and Costs, and providing necessary reports and declarations.

20 48. Labor and Workforce Development Agency Payment. Subject to Court approval,
21 the Parties agree that the amount of Sixty Thousand Dollars (\$60,000.00) from the Maximum
22 Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA
23 claims. Pursuant to PAGA, 75%, *i.e.*, Forty Five Thousand Dollars (\$45,000.00) of this sum
24 will be paid to the LWDA and 25%, *i.e.*, Fifteen Thousand Dollars (\$15,000.00), will be
25 distributed to Participating Class Members as part of the Net Settlement Amount. For purposes
26 of this Settlement Agreement only, and not as an admission of liability otherwise, the Parties
27 stipulate that all Participating Class Members are "aggrieved employees" for purposes of
28 distributing the \$15,000.00.

1 49. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
2 Individual Settlement Payments to Participating Class Members from the Settlement Class in
3 accordance with the terms of this Agreement.

4 50. Escalator Clause. As of December 11, 2024, there were approximately 6,758
5 Class Members. If, as of the end date of the Class Period, the number of Class Members
6 increases by more than ten percent of the 6,758, Defendant shall increase the Total Settlement
7 Amount proportionally (*i.e.*, for an increase of eleven percent in employees, Defendant shall add
8 an extra 1% to the settlement Amount, for a fifteen percent increase in employees Defendant
9 shall add an extra 5% to the Settlement Amount). In the alternative to adding additional
10 compensation to the settlement, Defendant shall also have the option to cutoff the Class Period
11 as of the date that Defendant reported there were 6, 758 Class Members, or December 11, 2024.

12 51. Non-reversionary Settlement. No portion of the Maximum Settlement Amount
13 will revert to Defendant.

14 52. Individual Settlement Payment Calculations. Individual Settlement Payments
15 will be calculated and apportioned from the Net Settlement Amount based on the number of
16 Work Weeks a Participating Class Member worked during the Class Period. Specific
17 calculations of Individual Settlement Payments will be made as follows:

18 a. The Settlement Administrator will calculate the number of Work Week
19 worked by each Participating Class Member (“Individual Pay Periods”) during the Class Period,
20 the amount to be paid per Work Week, and the individual settlement awards to eligible
21 Participating Class Members.

22 b. Defendant’s employee data will be presumed to be correct, unless a
23 particular Class Member proves otherwise to the Settlement Administrator by credible evidence.
24 All Work Week disputes will be resolved and decided by the Settlement Administrator. If the
25 dispute cannot be settled by the parties and the Administrator, the Court will have the power to
26 render a decision on all Work Week disputes which will be final and non-appealable.

27 c. The individual settlement awards will be determined by dividing the Net
28 Settlement Amount by the total number of Work Weeks for all Participating Class Members,

1 resulting in the Work Week Value, and then multiplying the Work Week Value by the number
2 of Work Week Periods worked by each Participating Class Member.

3 53. Settlement Awards Do Not Trigger Additional Benefits. Defendant shall fully
4 discharge its obligations to Plaintiffs and the Participating Class Members through the
5 remittance of the Maximum Settlement Amount to the Settlement Administrator, regardless of
6 whether the checks representing individual settlement awards are actually received and/or
7 negotiated by Participating Class Members. Once Defendant has remitted the Maximum
8 Settlement Amount in accordance with this Settlement Agreement, it will be deemed to have
9 satisfied all terms and conditions under this Agreement, shall be entitled to all protections
10 afforded to it under this Settlement Agreement, and shall have no further obligations under the
11 terms of the Agreement, regardless of what occurs with respect to the further administration of
12 the Settlement. It is expressly understood and agreed that the receipt of such individual
13 settlement awards will not entitle any Participating Class Member to additional compensation or
14 benefits under any company bonus, contest or other compensation or benefit plan or agreement
15 in place during the period covered by the Settlement, nor will it entitle any Participating Class
16 Member to any increased retirement, 401K benefits or matching benefits, or deferred
17 compensation benefits. It is the intent of this Settlement that the individual settlement awards
18 provided for in this Settlement are the sole payments to be made by Defendant to the
19 Participating Class Members, and that the Participating Class Members are not entitled to any
20 new or additional compensation or benefits as a result of having received the individual
21 settlement awards (notwithstanding any contrary language or agreement in any benefit or
22 compensation plan document that might have been in effect during the period covered by this
23 Settlement).

24 54. Settlement Administration Process. The Parties agree to cooperate in the
25 administration of the settlement and to make all reasonable efforts to control and minimize the
26 costs and expenses incurred in administration of the Settlement. Without prejudice to any other
27 remedies, the Settlement Administrator shall hold Defendant harmless from and against all
28 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses)

1 arising out of any failure to timely or properly compensate Participating Class Members as
2 provided for in this Agreement. No person shall have any claim against any of the Released
3 Parties, Counsel for Defendant, Plaintiffs, the Class Members, Class Counsel, or the Settlement
4 Administrator based on mailings, distributions, and payments made in accordance with or
5 pursuant to this Agreement.

6 55. Delivery of the Class List. Within fifteen (15) calendar days of Preliminary
7 Approval, Defendant will provide the Class List to the Settlement Administrator. The
8 information Defendant provides to the Settlement Administrator shall be used solely to
9 administer the terms of the Agreement as described herein, shall remain confidential, and shall
10 not be disclosed to anyone, except pursuant to the express written authorization of Defendant or
11 the individual in question, by order of the Court, or to the extent necessary to fulfill the
12 Settlement Administrator's reporting obligations hereunder.

13 56. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving the
14 Class List, the Settlement Administrator will perform an NCOA check and shall mail a Notice
15 Packet in Spanish and English to all Class Members via regular First-Class U.S. Mail, using the
16 most current, known mailing addresses identified in the Class List. There will not be a claim
17 process requirement and, as such, Class Members will not receive nor will they be required to
18 submit a claim form to receive their individual settlements.

19 57. Confirmation of Contact Information in the Class List. Prior to mailing, the
20 Settlement Administrator will perform a search based on the National Change of Address
21 Database or any other similar services available, such as provided by Experian, for information
22 to update and correct for any known or identifiable address changes.

23 58. Time for Objections. The Class Members will then have thirty (30) days in which
24 they must postmark and send written notice to the Settlement Administrator of their decision to
25 object in writing to the Settlement.

26 59. Notice Packets. All Class Members will be mailed a Notice Packet in English by
27 the Settlement Administrator. Each Notice Packet will provide: (a) information regarding the
28 nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Settlement

1 Class definition; (d) the total number of Work Weeks each respective Class Member worked for
2 Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement
3 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
4 comprise the Class Period; (g) information regarding disputing Work Weeks, Requests for
5 Exclusion, or Notice of Objections; (h) the deadlines by which the Class Member must fax or
6 postmark dispute of Work Weeks, Requests for Exclusions, or Notice of Objections to the
7 Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final
8 Approval Hearing. For every Class Member where the Notice Packet is returned after mailing
9 with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the
10 forwarding address. For every Class Members where the Notice Packet is returned after mailing
11 without a forwarding address, the Settlement Administrator shall perform one "skip trace"
12 search in a consumer information database comparable to Accurint in an effort to locate a
13 current address. It shall be presumed that each Class Member whose Notice Packet is not
14 returned to the Settlement Administrator as undeliverable within the 30-day notice period has
15 actually received the Notice Packet. The Response Deadline for any Settlement Class Member
16 who is re-mailed a Notice Packet shall be extended fifteen (15) calendar days from the date of the
17 re-mailing or the original thirty (30) calendar day deadline, whichever is later. If the Response
18 Deadline for any Class Member is later than the original 30-day notice period, the Settlement
19 Administrator shall include a letter with the Notice Packet advising the Class Member of the
20 adjustment to the Response Deadline.

21 60. Disputed Information on Notice Packets. Class Members will have an
22 opportunity to dispute the information provided in their Notice Packets. To the extent Class
23 Members dispute the number of Work Weeks to which they have been credited or the amount of
24 their Individual Settlement Payment, Class Members may produce evidence to the Settlement
25 Administrator showing that such information is inaccurate. Absent evidence rebutting
26 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
27 Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by
28 the Class Member and the Settlement Administrator will make the final decision as to the

1 number of eligible Work Weeks that should be applied and/or the Individual Settlement
2 Payment to which the Class Member may be entitled. Class Members shall have until the
3 Response Deadline to provide evidence to the Settlement Administrator demonstrating that the
4 number of Pay Periods to which they have been credited is incorrect.

5 61. Settlement Checks. The expiration date on the settlement checks will be one
6 hundred and eighty (180) calendar days from the date the settlement checks are issued. If a
7 Participating Class Member does not cash his or her checks within 180 days, the check will be
8 cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds associated with
9 such cancelled checks will be transmitted to Children's Legal Services of San Diego. The Parties
10 each represent that they do not have any significant affiliation or involvement with the proposed
11 cy pres recipient. The Settlement Administrator may, as necessary, undertake amended and/or
12 supplemental tax filings and reporting, required under applicable local, state, and federal tax laws,
13 that are necessitated due to the cancellation of any Individual Settlement Payment checks. To the
14 extent that the Settlement Administrator is able to obtain or receive the return or refund of the
15 amounts that were transmitted to taxing authorities for the employer's and employees' share of
16 taxes, contributions, and/or withholding associated with cancelled Individual Settlement
17 Payments, all such amounts shall also be transmitted to Children's Legal Services of San Diego.
18 Settlement Class Members whose Individual Settlement Payment checks are cancelled shall,
19 nevertheless, be bound by this Settlement Agreement.

20 62. Request for Exclusion Procedures. Any Class Member wishing to be excluded
21 from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion
22 to the Settlement Administrator within the Response Deadline. The date of fax or the postmark
23 on the return mailing envelope will be the exclusive means to determine whether a Request for
24 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
25 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
26 Requests for Exclusion that were timely submitted. Any Class Member who submits a Request
27 for Exclusion is prohibited from making any objection to the Settlement Agreement.

1 63. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
2 Class Member who does not affirmatively Request Exclusion of the Settlement Agreement by
3 submitting a timely and valid Request for Exclusion will be bound by all of its terms, including
4 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
5 Court if it grants final approval to the Settlement. The entry of a final order approving
6 settlement of the Actions and Judgment which discharges Defendant and Released Parties from
7 liability for any and all of the Released Claims shall have a *res judicata* effect and bar Plaintiffs
8 and Class Members who did not submit a timely and valid Request for Exclusion from bringing
9 any actions or claims asserting the Released Claims.

10 64. Individuals who fall within the definition of the Class may choose to opt-out of
11 the Class under such procedures specified in Section III, Paragraph 11(c)(iv) of this Agreement.
12 Any such persons who opt-out of the Class (“Opt-Outs”) will not receive an Individual Class
13 Payment. However, Class Members may not opt-out of the portion of the Settlement relating to
14 the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive
15 an Individual PAGA Payment as the PAGA Period is concurrent with the Class Period. Class
16 Members will be bound by the PAGA portion of the release whether or not they cash the
17 separate PAGA penalty check before it becomes void. Class Members who opt-out will only be
18 bound by the release of the PAGA claims.

19 65. Written Objection Procedures. To object to the Settlement Agreement in writing,
20 a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on
21 or before the Response Deadline. The Notice of Objection must be signed by the Class Member
22 and contain all information required by this Settlement Agreement. The postmark date will be
23 deemed the exclusive means for determining that the Notice of Objection is timely. Absent
24 good cause found by the Court, Class Members who fail to object in writing will be deemed to
25 have waived all written objections to the Settlement, and will be foreclosed from making written
26 objections and seeking any adjudication or review of such written objections, whether by appeal
27 or otherwise, to the Settlement Agreement. Aside from these procedures governing written
28 objections, the Court will otherwise control the acceptance of any objections prior to, or made at

1 the final approval hearing. Moreover, Class Members are not required to make written
2 objections, and can also make any other objections directly to the Court, at the Final Approval
3 Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to submit written objections to the Settlement Agreement or appeal
5 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
6 to any such objections to this Settlement.

7 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
8 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
9 which certifies: (a) the number of Participating Class Members from the Settlement Class who
10 have submitted a dispute of Pay Periods; (b) the number of Class Members who have submitted
11 valid Requests for Exclusion or Notice of Objections; and (c) whether any Class Member has
12 submitted a challenge to any information contained in their Notice Packet. Additionally, the
13 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
14 the administration of the Settlement Agreement as needed or requested.

15 67. Payroll Taxes. In accordance with this Settlement, the transfer of the Gross
16 Settlement approved by the Court shall, to the fullest extent possible, resolve, satisfy and
17 completely extinguish all of Defendant's liability with respect to the Settlement Class except
18 that Defendant shall solely be responsible for the employer portion of the payroll taxes. Upon
19 the transfer of funds to the Settlement Administrator, Defendant shall have no further payment
20 or defense obligation whatsoever with respect to any claims covered by this Settlement made or
21 asserted by any person or entity anywhere in the world in connection with the Settlement Class.

22 68. Certification of Completion. Upon completion of administration of the
23 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
24 such completion to the Court and counsel for all Parties. Plaintiffs and Class Counsel will file a
25 Satisfaction of Judgment within ten (10) calendar days of the submission of said declaration.

26 69. Treatment of Individual Settlement Payments. All Individual Settlement
27 Payments will be allocated as follows: 33.33% of each Individual Settlement Payment will be
28 allocated as alleged unpaid wages, and 66.67% will be allocated as alleged unpaid interest and

1 penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions
2 allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement
3 Administrator.

4 70. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and
6 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
7 pursuant to this Agreement. The Settlement Administrator will also be responsible for
8 forwarding all payroll taxes and penalties to the appropriate government authorities.

9 71. Tax Liability. Defendant makes no representation as to the tax treatment or legal
10 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
11 not relying on any statement, representation, or calculation by Defendant or by the
12 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
13 that except for Defendant's payment of the employer's portion of any payroll taxes, they will be
14 solely responsible for the payment of any taxes and penalties assessed on the payments
15 described herein.

16 72. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
18 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
19 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
21 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
22 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
23 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
24 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
25 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
26 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
27 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
28 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE

1 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
3 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
4 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
5 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
6 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
7 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
8 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
9 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
10 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
11 AGREEMENT.

12 73. No Prior Assignments. The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
14 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
15 demand, action, cause of action or right herein released and discharged.

16 74. Release of Claims by Class Members. Upon the date upon which Defendant
17 transfers the Maximum Settlement Amount to the Settlement Administrator, Plaintiffs and all
18 Class Members who do not Request Exclusion will be deemed to have fully, finally and forever
19 released, settled, compromised, relinquished, and discharged with respect to all of the Released
20 Parties for any and all Released Claims that accrued during the Released Claims Period. The
21 release of Released Claims will have a *res judicata* effect against any Class Members who make
22 a claim against any of the Released Parties for any of the Released claims, file any actions,
23 claims, complaints or proceedings regarding the Released Claims with the California Division of
24 Labor Standards Enforcement, initiate any other proceedings against any of the Released Parties
25 regarding any of the Released Claims, or seek to participate in any judgment or settlement of
26 claims that are the subject of the Released Claims in any other class, collective, or representative
27 action against any of the Released Parties.

28

75. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory right for any Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

76. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

- a. Scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, and the Class Representative's enhancement payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;
- b. Conditionally certifying the Settlement Class for settlement purposes only;
- c. Approving, as to form and content, the proposed Notice of Pendency of Class Action and Proposed Settlement;
- d. Approving as to form and content the proposed Notice Packet;
- e. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Pendency of Class Action and Proposed Settlement;
- f. Directing the mailing of the Notice of Pendency of Class Action and Proposed Settlement and Class Action Settlement, by first class mail to the Class Members; and
- g. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

77. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed final order of approval and judgment:

- 1 a. Approving the Settlement, adjudging the terms thereof to be fair,
- 2 reasonable and adequate, and directing consummation of its terms and provisions;
- 3 b. Approving Class Counsel's application for an award of attorneys' fees and
- 4 costs;
- 5 c. Approving the Class Representative Enhancement Payments to the Class
- 6 Representatives;
- 7 d. Setting a date when the Parties shall report to the court the total amount
- 8 that was actually paid to the Class Members; and
- 9 e. Entering judgment in the Actions encompassing Defendant and all
- 10 members of the Settlement Class, with a reservation of continuing jurisdiction by the Court over
- 11 the Settlement Agreement and its implementation.
- 12 f. Posting the judgment on the Settlement Administrator's website for at
- 13 least 90 days after entry by the Court.

14 78. Nullification of Settlement Agreement. In the event that the Settlement is barred
 15 by operation of law, or invalidated, or ordered not to be carried out by a court of competent
 16 jurisdiction, this Settlement Agreement, and any documents generated to bring it into effect, will
 17 be null and void. Any order of judgment entered by the Court in furtherance of this Settlement
 18 Agreement will likewise be treated as void from the beginning, and all Parties to this Agreement
 19 shall stand in the same position, without prejudice, as if the Agreement had been neither entered
 20 into nor filed with the Court. Defendant will cease to have any obligation to pay any portion of
 21 the Maximum Settlement Amount to the Qualified Settlement Account, or any other party under
 22 the terms of this Agreement and all previous disbursements made from Defendant to the
 23 Qualified Settlement Account will immediately revert back to Defendant. Any Settlement
 24 Administration Costs incurred will be split equally between the Parties.

25 79. Rescission of Settlement Agreement (by Defendant). If more than fifteen percent
 26 (15%) of the Class Members opt out of the Settlement, Defendant may, at its election, rescind the
 27 Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must
 28 exercise this right of rescission, in writing, to Class Counsel and with a copy to the Settlement

1 Administrator within ten (10) business days after the Settlement Administrator notifies the Parties
2 of a greater than fifteen percent (15%) opt-out rate. If the option to rescind is exercised, then
3 Defendant shall be solely responsible for all costs of the claims administration accrued to that
4 point, not to exceed the amount approved by the Court in the Preliminary Approval Order. If
5 Defendant exercises this option, the Parties shall return to their respective positions that existed
6 before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the
7 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
8 have any effect or be admissible as evidence for any purpose in the Actions, or in any other
9 proceeding.

10 80. Termination of Settlement. Either Party may terminate this Settlement only if the
11 Court declines to enter the Preliminary Approval Order, the Final Approval Order or final
12 judgment in substantially the form submitted by the Parties, or the Settlement Agreement as
13 agreed does not become final because of appellate court action. However, before terminating
14 the Settlement, the parties agree to meet and confer in good faith to bring the Settlement into
15 compliance with any Court Order. Should a party thereafter still wish to terminate the
16 settlement, the terminating Party shall give to the other Party (through its counsel) written notice
17 of its decision to terminate no later than ten (10) calendar days after receiving notice that one of
18 the enumerated events has occurred. Termination shall have the following effects:

- 19 a. The Settlement Agreement shall be terminated and shall have no force or
20 effect, and no Party shall be bound by any of its terms;
- 21 b. In the event the Settlement is terminated, Defendant shall have no
22 obligation to make any payments to any party, Class Member or attorney,
23 except that the terminating Party shall pay the Settlement Administrator for
24 services rendered up to the date the Settlement Administrator is notified that
25 the settlement has been terminated;
- 26 c. The Preliminary Approval Order, Final Approval Order and Judgment,
27 including any order of class certification, shall be vacated;
- 28

- d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the settlement;
- e. Neither this Stipulated Settlement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever.

81. Public Statements. Plaintiffs and Class Counsel shall not hold any press conferences or issue any press releases with respect to this Settlement at any time. Until the Parties submit a request for preliminary approval from the Court, Plaintiffs and Class Counsel will keep the terms of this Agreement confidential. Prior to final approval of this Settlement, Plaintiffs and Class Counsel will not discuss the Actions or the Settlement or otherwise disclose the terms of this Agreement with third parties other than Class Members and the Settlement Administrator, except (1) as required by the PAGA statute, (2) as necessary to effectuate this Agreement, and (3) to the Parties' tax advisors. After final approval of this Settlement, Plaintiffs, Defendant, and their respective counsel shall not issue any public statements with respect to the Actions or Settlement, except as required by law. The Parties and their counsel shall not engage in any publicity, including website or social media postings, of any type related to the Actions, Settlement, or litigation against Defendant. Notwithstanding the specific limitations to public disclosure identified herein, Class Counsel shall not be precluded from disclosing the Parties to the lawsuit and the fact that the matter settled to a Court or other tribunal. Furthermore, nothing herein limits Plaintiffs' or any Class Member's ability to communicate with any government agency or otherwise cooperate in any investigation or proceeding that may be conducted by any government agency.

82. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.

After entry of the Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure section 664.6.

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

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

85. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties and counsel for all Parties or their successors-in-interest.

86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

87. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement

1 Agreement. The Notice of Pendency of Class Action and Proposed Settlement, attached hereto
2 as Exhibit "A," will advise all Class Members of the binding nature of the release, and the
3 release shall have the same force and effect as if this Settlement Agreement were executed by
4 each member of the Class.

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

8 89. California Law Governs. All terms of this Settlement Agreement and Exhibits
9 hereto will be governed by and interpreted according to the laws of the State of California.

10 90. Execution and Counterparts. This Settlement Agreement is subject only to the
11 execution of all Parties. However, the Agreement may be executed in one or more counterparts.
12 All executed counterparts and each of them, including facsimile and scanned copies of the
13 signature page, will be deemed to be one and the same instrument provided that counsel for the
14 Parties will exchange among themselves original signed counterparts.

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

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

1 93. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign
2 this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the
3 terms herein.

4 94. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
5 class certification for purposes of this Settlement only; and either party may appeal any court
6 order that materially alters the Settlement Agreement's terms.

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

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

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

1 98. Enforcement Actions. In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party or Parties to enforce the provisions of
3 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
4 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
5 fees and costs, including expert witness fees incurred in connection with any enforcement
6 actions.

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

13 100. Representation By Counsel. The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this
15 Agreement, and that this Agreement has been executed with the consent and advice of counsel,
16 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
17 no liens on the Settlement Agreement.

18 101. All Terms Subject to Final Court Approval. All amounts and procedures
19 described in this Settlement Agreement herein will be subject to final Court approval.

20 102. Cooperation and Execution of Necessary Documents. All Parties will cooperate
21 in good faith and execute all documents to the extent reasonably necessary to effectuate the
22 terms of this Settlement Agreement.

23 103. Integration Clause. This Settlement Agreement contains the entire agreement
24 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
25 or contemporaneous agreements, understandings, representations, and statements, whether oral
26 or written and whether by a party or such party's legal counsel, are merged herein. No rights
27 hereunder may be waived except in writing.

28

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

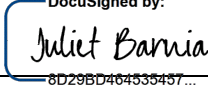
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JULIET BARNIA

4/2/2025

Dated: _____

DocuSigned by:

 8D29BD464535457...
 Plaintiff JULIET BARNIA

PLAINTIFF STEPHANIE JONES

Dated: _____

 Plaintiff STEPHANIE JONES

PLAINTIFF KRISTINE DIANE FLEISHCHMAN

Dated: _____

 Plaintiff KRISTIN DIANE FLEISHCHMAN

**DEFENDANT
 RADY CHILDREN'S HOSPITAL-SAN DIEGO**

Dated: _____

 Chief Financial Officer

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

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

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JULIET BARNIA

Dated: _____

Plaintiff JULIET BARNIA

PLAINTIFF STEPHANIE JONES

Dated: 04/02/2025


Stephanie Jones (Apr 2, 2025 07:06 PDT)

Plaintiff STEPHANIE JONES

**PLAINTIFF KRISTINE DIANE
FLEISHCHMAN**

Dated: _____

Plaintiff KRISTIN DIANE FLEISHCHMAN

**DEFENDANT
RADY CHILDREN'S HOSPITAL-SAN DIEGO**

Dated: _____

Chief Financial Officer

6 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
7 Joint Stipulation of Class Settlement and Release between Plaintiffs and Defendant as of the
8 date(s) set forth below:

PLAINTIFF JULIET BARNIA

Plaintiff JULIET BARNIA

Plaintiff STEPHANIE JONES

**PLAINTIFF KRISTINE DIANE
FLEISHCHMAN**

Signed by: Kristin Diane Fleischman
9A581A14B7204C8

Plaintiff KRISTIN DIANE FLEISHCHMAN

Chief Financial Officer

1 **APPROVED AS TO FORM**

2 **4/3/2025**

3 Dated: _____

SULLIVAN & YAECKEL LAW GROUP, APC

4

5

BY: *Eric Yaeckel*

6

Eric K. Yaeckel, Esq.

7

Attorneys for Plaintiff

8

JULIET BARNIA, individually, and on
behalf of other members of the general public
similarly situated,

9

Dated: 4/2/25

**BLUMENTHAL NORDEHAUG BHOWMIK
DE BLOUW LLP**

10

11

BY: *Steph Nordrehaug*

Kyle Nordrehaug

12

Attorneys for Plaintiff

13

STEPHANIE JONES, individually, and on
behalf of other members of the general public
similarly situated,

14

Dated: _____

JAMES HAWKINS APLC

15

16

BY: _____

17

James Hawkins, Esq.

18

Attorneys for Plaintiff

19

KRISTIN DIANE FLEISHCHMAN,
individually, and on behalf of other members
of the general public similarly situated,

20

21 Dated: April 9, 2025

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

22

23

BY: *dmj*

24

Marilyn Moriarty, Esq.

25

Amanda M. Wintz, Esq.

26

Attorneys for Defendant,

27

RADY CHILDREN'S HOSPITAL-SAN
DIEGO

28

1 **APPROVED AS TO FORM**

2
3 Dated: _____

SULLIVAN & YAECKEL LAW GROUP, APC

4
5 BY: _____

Eric K. Yaeckel, Esq.
Attorneys for Plaintiff
JULIET BARNIA, individually, and on
behalf of other members of the general public
similarly situated,

6
7
8 Dated: _____

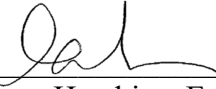
**BLUMENTHAL NORDEHAUG BHOWMIK
DE BLOUW LLP**

9
10
11 BY: _____

Kyle Nordrehaug, Esq.
Attorneys for Plaintiff
STEPHANIE JONES, individually, and on
behalf of other members of the general public
similarly situated,

12
13
14 Dated: 04/01/2025

JAMES HAWKINS APLC

15
16 BY:  _____

James Hawkins, Esq.
Attorneys for Plaintiff
KRISTIN DIANE FLEISHCHMAN,
individually, and on behalf of other members
of the general public similarly situated,

17
18
19
20
21 Dated: _____

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

22
23 BY: _____

Marilyn Moriarty, Esq.
Amanda M. Wintz, Esq.
Attorneys for Defendant,
RADY CHILDREN'S HOSPITAL-SAN
DIEGO

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

STEPHANIE JONES, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. RADY CHILDREN'S HOSPITAL-SAN DIEGO, a California Corporation and DOES 1-50, inclusive, Defendants. [AND CONSOLIDATED MATTERS]	Case No. 37-2023-00027035-CU-OE-CTL [Consolidated with: 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL] JUDGE: Honorable Katherine Bacal DEPARTMENT: C-63 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Stephanie Jones v. Rady Children's Hospital- San Diego, et al.*, Case No. 37-2023-00027035-CU-OE-CTL (the "Action"). The settlement also includes claims brought by additional Plaintiffs against Rady's in the related cases with case numbers 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Rady Children's Hospital-San Diego, (hereinafter "Rady"), indicate that you are a current or former Rady employee who worked in California during the time period of September 22, 2022 to March 18, 2025 (the "Class"). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will **not** affect your employment with Rady in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In September 20, 2023, a Rady employee in California filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class action and representative basis as to all of Rady's current and former employees in California.

The Class Action alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not reimbursed for all business-related expenses; and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges

violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims and the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. The lawsuit also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq.

The individuals who are suing Rady are referred to in this document as "Plaintiffs." Plaintiff's attorneys, [identified below], have been litigating the Action in State Court prior to this settlement.

Rady claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with California's wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Rady have negotiated a settlement whereby Rady has agreed to pay up to **\$1,900,000.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by Rady of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for Rady in California at any time during the time period of September 22, 2022 to March 18, 2025 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Rady will pay up to One Million Nine Hundred Thousand Dollars and No Cents (\$1,900,000.00) to settle the claims of all Class Members.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay from the \$1,900,000.00: (1) Plaintiff's counsel's attorneys' fees, up to one-third of the settlement value (or \$630,00.00); (2) Plaintiff's costs of litigation, up to the amount of \$85,000.00; (3) The expenses of administering the settlement, up to the amount of \$32,000.00; (4) Enhancement Awards of up to \$ \$30,000 (\$10,000 in total) for each Plaintiffs' role in pursuing the litigation; and (5) A payment of \$45,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$60,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Rady in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by and worked for Rady in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Rady during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. Corresponding to Rady's records, you worked for Rady in the State of California for approximately [INSERT NUMBER OF workweeks] during the Class Period, which runs from September 22, 2022 through March 18, 2025.

Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Settlement Administrator via U.S. Mail, at _____. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>>. Your settlement amount will be calculated by multiplying this amount by your number of weeks you worked for Rady during the Class Period. Your estimated settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Rady and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs). for the time period from February 12, 2019 up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt-out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$1,900,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; ***or***

B. ***You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.*** If you choose to be excluded, by no later than _____ (30 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the Settlement Administrator, _____, located at _____. In order to be considered valid, your request for exclusion ***must*** include your name, your address, a request for exclusion, and your signature.

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. Thirty-three percent (33.33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (66.67%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on [REDACTED], 2025, at [REDACTED] a.m., in Department C-63 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at:

<https://www.sdcourt.ca.gov/virtualhearings>.

You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Stephanie Jones, et al. v. Rady Children's Hospital- San Diego., et al.*, Case No. 37-2023-00027035-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Rady employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at [REDACTED] or fax to [REDACTED] on or before [REDACTED], 2025 (30 calendar days after mailing of this Notice). A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2023-00041000-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you have any questions, you can call the Settlement Administrator at [REDACTED] or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

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**BLUMENTHAL NORDREHAUG BHOWMIK
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Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com

ATTORNEYS REPRESENTING RADY

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Marilyn R. Moriarty
550 West C. Street, Suite 1700
San Diego, California 92101

**PLEASE DO NOT CALL THE COURT, RADY'S, RADY'S CORPORATE
OFFICE AND MANAGERS, OR RADY'S ATTORNEYS REGARDING THIS
SETTLEMENT.**
