

1 *[Counsel listed on following page]*
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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **SUPERIOR COURT OF FRESNO**

10 DEIRDRE DUNN, on behalf of herself and
11 others similarly situated

12 Plaintiff,

13 v.

14 SHC SERVICES, INC., and DOES 1-20,
inclusive

15 Defendants.

Case No: 21CECG00896

[Assigned for all purposes to Hon. Kristi
Culver Kapetan, Dept. 403]

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

Complaint Filed: March 30, 2021

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SHC SERVICES, INC.

1 **I. INTRODUCTION**

2 This Joint Stipulation of Class and Representative Action Settlement and Release
3 ("Settlement Agreement" or "Settlement" or "Agreement") is made and entered into by and
4 between Plaintiff Deirdre Dunn ("Plaintiff") and Defendant SHC Services, Inc. ("Defendant")
5 ("Defendant" or "SHC"). Plaintiff and SHC may be collectively referred to herein as the "Parties"
6 and each may be individually referred to herein as a "Party". This Agreement sets forth the Parties'
7 class and representative action settlement to resolve all of the claims that are or could have been
8 asserted in the: (1) above-captioned action, and (2) the action entitled *Deirdre Dunn v. SHC*
9 *Services, Inc.*, Case No. 21CECG01945 pending in the Superior Court of California for the County
10 of Fresno (collectively, the "Actions"). This Agreement is subject to Court approval.

11 **II. DEFINITIONS**

12 The following definitions are applicable to the Settlement Agreement. Definitions contained
13 elsewhere in the Settlement Agreement also shall be applicable.

14 1. "Actions" means *Deirdre Dunn v. SHC Services, Inc.*, Fresno County Superior
15 Court Case No. 21CECG00896 ("*Dunn* Class Action") and *Deirdre Dunn v. SHC Services, Inc.*,
16 Fresno County Superior Court Case No. 21CECG01945 ("*Dunn* PAGA Action").

17 2. "Class Counsel" means Ashkan Shakouri and Sharon W. Lin of the Shakouri Law
18 Firm.

19 3. "Class Counsel Award" means the total amount to be paid to Class Counsel,
20 including Class Counsel Fees and Class Counsel Expenses, subject to the Court's final approval of
21 the Settlement. Any amount of the Class Counsel Award not awarded to Class Counsel shall be
22 added to the Net Class Settlement Amount.

23 4. "Class Counsel Expenses" means the amount of actual litigation expenses Class
24 Counsel incurred in connection with the Actions, including without limitation, their pre-filing
25 investigation, their filings of the Actions and all related litigation activities, the costs associated
26 with mediation and resolution of the Actions, this Settlement and filing for Court approval, and all
27 post-Settlement compliance procedures. Defendant agrees not to object to a request that the Court
28 approve Class Counsel Expenses of up to Twenty Thousand Dollars (\$20,000.00).

1 5. “Class Counsel Fees” means the amount of attorneys’ fees paid to compensate Class
2 Counsel for their services rendered, and to be rendered, to Plaintiff and the Settlement Class in
3 connection with the Actions. Defendant agrees not to oppose Class Counsel Fees of up to one-third
4 (1/3) of the Gross Settlement Amount (\$2,100,000.00), i.e. the sum of Seven Hundred Thousand
5 Dollars (\$700,000.00), subject to the Court’s final approval of the Settlement.

6 6. “Class List” means a list of Settlement Class Members and PAGA Representative
7 Action Members that Defendant will compile from its records, which shall include, to the extent
8 available in Defendant’s business records: each Settlement Class Member’s and each PAGA
9 Representative Action Member’s full name; number of Class Workweeks worked; number of
10 PAGA Workweeks worked; last known address and phone number; employee ID number; and
11 Social Security number. The Class List shall be formatted as a Microsoft Excel spreadsheet or
12 equivalent format and shall be provided to the Settlement Administrator after Preliminary Approval
13 of this Settlement.

14 7. “Class Period” means March 30, 2017 through February 7, 2022 or the date of
15 Preliminary Approval, whichever occurs earlier.

16 8. “Class Workweeks” means the weeks a Settlement Class Member worked as a
17 Settlement Class Member during the Class Period excluding all workweeks where a Settlement
18 Class Member took forty (40) hours of vacation or was on a leave of absence for the entire
19 workweek (if any). All Settlement Class Members will be credited with at least one Class
20 Workweek during the Class Period.

21 9. “Complaint(s)” means the *Dunn* Class Action Complaint filed in Fresno County
22 Superior Court on March 30, 2021 (Case No. 21CECG00896) (subsequently removed to the
23 Eastern District of California on May 6, 2021 as Case No. 1:21-cv-00744-NONE-SAB and
24 subsequent to removal, remanded to Fresno County Superior Court on November 18, 2021 as Case
25 No. 21CECG00896 pursuant to the joint stipulation of the Parties) and any amendments thereto;
26 and the *Dunn* PAGA Action Complaint filed in Fresno County Superior Court on July 6, 2021
27 (Case No. 21CECG01945) and any amendments thereto.

28 10. “Counsel for the Parties” means Class Counsel and Defense Counsel.

1 11. “Court” means the Superior Court of California for the County of Fresno.

2 12. “Defendant” and “SHC” mean SHC Services, Inc., a Delaware corporation.

3 13. “Defense Counsel” means Michael P. Roche, Benjamin M. Ostrander, and Tristan

4 R. Kirk of Winston & Strawn LLP.

5 14. “Effective Date” means the date on which the Court’s order approving the

6 Settlement and its entry of judgment become Final.

7 15. “Final” means the latest of: (i) if there is an appeal of the Court’s judgment, the date

8 the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of

9 such appeal, or the expiration of the time to file a petition for writ of certiorari to the California

10 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for

11 writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant

12 to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any

13 appeal of the order approving the Settlement and/or entry of judgment.

14 16. “Final Approval” means the Court order granting final approval of the Settlement

15 Agreement.

16 17. “Gross Settlement Amount” means the total amount of Two Million One Hundred

17 Thousand Dollars (\$2,100,000.00) that Defendant is required to pay under this Settlement

18 Agreement for full and complete settlement of the Actions, which will satisfy: the Individual Class

19 Settlement Payments to Participating Settlement Class Members, the Individual PAGA Payments to

20 PAGA Representative Action Members, the Representative Service Award to Plaintiff, the portion

21 of the PAGA Amount to be paid to the LWDA, the Settlement Administration Costs to the

22 Settlement Administrator, and the Class Counsel Award. In no event will Defendant ever be

23 required to pay more than the Gross Settlement Amount of \$2,100,000.00, except that Defendant

24 shall pay the employer’s share of the applicable payroll taxes separately from and in addition to the

25 Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendant.

26 18. “Individual PAGA Payment” means each PAGA Representative Action Member’s

27 share of the PAGA Amount calculated in accordance with the calculations described in Paragraph

28 56b. of this Settlement.

1 19. “Individual Class Settlement Payment” means each Participating Settlement Class
2 Member’s share of the Net Class Settlement Amount calculated in accordance with the calculations
3 described in Paragraph 56a. of this Settlement.

4 20. “LWDA” means the California Labor and Workforce Development Agency.

5 21. “Net Class Settlement Amount” means the portion of the Gross Settlement Amount
6 remaining after deduction of the Representative Service Award, the Settlement Administration
7 Costs, the Class Counsel Award, and the PAGA Amount. The entire Net Class Settlement Amount
8 will be distributed to Participating Settlement Class Members.

9 22. “Notice of Settlement” means the notice (substantially in the form attached hereto as
10 Exhibit A) that the Court approves and orders to be sent to all Settlement Class Members and
11 PAGA Representative Action Members advising them of the terms of the Settlement and their
12 rights under the Settlement Agreement.

13 23. “PAGA Amount” means an amount not to exceed One Hundred Thousand Dollars
14 (\$100,000.00) attributable to Plaintiff’s claims pursuant to the California Private Attorneys General
15 Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”), which shall be allocated
16 between the LWDA and the PAGA Representative Action Members as described in Paragraph 44
17 of this Agreement.

18 24. “PAGA Period” means March 30, 2020 through February 7, 2022 or the date of
19 Preliminary Approval, whichever occurs earlier.

20 25. “PAGA Representative Action Members” means all of Defendant’s non-exempt
21 employees who worked at any facility within the State of California during the PAGA Period.

22 26. “PAGA Workweeks” means the weeks a PAGA Representative Action Member
23 worked as a PAGA Representative Action Member during the PAGA Period excluding all
24 workweeks where a PAGA Representative Action Member took forty (40) hours of vacation or was
25 on a leave of absence for the entire workweek (if any). All PAGA Representative Action Members
26 will be credited with at least one PAGA Workweek during the PAGA Period.

1 27. “Participating Settlement Class Members” means all Settlement Class Members who
2 do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms
3 set forth in this Settlement Agreement.

4 28. “Parties” means Plaintiff and Defendant, collectively.

5 29. “Plaintiff” means Plaintiff Deirdre Dunn.

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

8 31. “Qualified Settlement Account” means the account established by the Settlement
9 Administrator, into which the Gross Settlement Amount shall be deposited. In addition, and as an
10 amount separate from the Gross Settlement Amount, Defendant shall also transmit the employer-
11 side taxes on the wage portion of the Individual Class Settlement Payments to the Settlement
12 Administrator for deposit into the Qualified Settlement Account.

13 32. “Released Class Claims” means any and all claims which were or could have been
14 asserted against the Released Parties based upon, arising out of, or relating to the facts or
15 allegations set forth in any complaint in the Actions (including any subsequently amended
16 complaints), including but not limited to claims for rest periods; meal periods, including alleged
17 rounding violations and/or automatic deductions related thereto; minimum wages; overtime wages;
18 pay for all hours worked, including but not limited to alleged off-the-clock work and alleged
19 rounding violations; calculation of the regular rate and/or overtime/double time pay, including
20 alleged non-inclusion of all forms of compensation required to be included in such calculation;
21 improper deductions from wages; improper deductions of wages; forfeiture of wages; timeliness of
22 wages; payment of wages at separation of employment; waiting time penalties; itemized wage
23 statements and/or accuracy of wage statements; reimbursement of expenses; payment of meal and
24 lodging allowance payments; improper deductions from meal and lodging allowance payments;
25 recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the
26 foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of
27 the foregoing; any penalties, including statutory and civil penalties, related to any or all of the
28 foregoing; attorneys’ fees or costs related to any or all of the foregoing; interest related to any or all

1 of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The
2 release includes, but is not limited to, claims pursuant to California Labor Code sections 98, 98.3,
3 200-203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 223, 226, 226.3, 226.7, 500, 510,
4 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199,
5 2800, 2802, and 2804, the applicable California Industrial Welfare Commission Wage Order(s), the
6 California Business & Professions Code, and the Fair Labor Standards Act.

7 33. "Released PAGA Claims" means any and all claims for civil penalties alleged under
8 California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint in the
9 Actions and/or Plaintiff's letter(s) and communications with the LWDA (including any
10 subsequently amended complaints or letters); and/or that could have been asserted in any complaint
11 in the Actions or Plaintiff's letter(s) and communications with the LWDA based on the facts and/or
12 allegations alleged in any complaint in the Actions and/or Plaintiff's letter(s) and communications
13 with the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties
14 premised on: rest periods; meal periods, including alleged rounding violations and/or automatic
15 deductions related thereto; minimum wages; overtime wages; pay for all hours worked, including
16 but not limited to alleged off-the-clock work and alleged rounding violations; calculation of the
17 regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of
18 compensation required to be included in such calculation; improper deductions from wages;
19 improper deductions of wages; forfeiture of wages; timeliness of wages; payment of wages at
20 separation of employment; waiting time penalties; itemized wage statements and/or accuracy of
21 wage statements; reimbursement of expenses; payment of meal and lodging allowance payments;
22 improper deductions from meal and lodging allowance payments; recordkeeping; any unpaid wages
23 or compensation related to any or all of the foregoing; any premium payments related to any or all
24 of the foregoing; and attorneys' fees or costs related to any or all of the foregoing. The release
25 includes, but is not limited to, claims for civil penalties pursuant to California Labor Code sections
26 subdivision (k) of Section 96, Sections 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5,
27 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 218.5, subdivision (d) of
28 Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections

226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 500, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

34. “Released Parties” means Defendant and all of its former, present or future parents, subsidiaries, and/or affiliates; each of the foregoing’s present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; and any entities alleged to be joint employers with Defendant.

35. “Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Class Settlement Payment and Individual PAGA Payment, in recognition of her efforts and work in prosecuting the Actions on behalf of Settlement Class Members and PAGA Representative Action Members.

36. “Response Deadline” means the deadline by which Settlement Class Members must postmark their request to be excluded from the Settlement or dispute information in the Notice of Settlement, via mail, to the Settlement Administrator. The Response Deadline is also the deadline by which Settlement Class Members must mail any objections to Counsel for the Parties and the Settlement Administrator. The Response Deadline shall be forty-five (45) calendar days from the

1 initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th day falls
2 on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next
3 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
4 express agreement between Class Counsel and Defense Counsel.

5 37. “Settlement” means the Parties’ agreement to compromise the Actions, the material
6 terms of which are set forth in the Settlement Agreement.

7 38. “Settlement Administration Costs” means the expenses payable from the Gross
8 Settlement Amount to the Settlement Administrator for administering the Settlement, including, but
9 not limited to: printing, distributing, and tracking forms and notices for the Settlement; tax
10 calculations and reporting; establishing a Qualified Settlement Amount; calculating, administering,
11 and distributing payments from the Gross Settlement Amount pursuant to the terms of the
12 Settlement Agreement; and providing necessary reports and declarations, as requested by the
13 Parties. Any portion of the Settlement Administration Costs not approved by the Court shall be
14 added to the Net Class Settlement Amount.

15 39. “Settlement Administrator” means Phoenix Settlement Administrators, the third-
16 party class action settlement administrator mutually agreed to by the Parties to handle the
17 administration of the Settlement, subject to approval by the Court.

18 40. “Settlement Agreement” or “Agreement” means this Joint Stipulation of Class and
19 Representative Action Settlement and Release.

20 41. “Settlement Class” and “Settlement Class Member(s)” means all of Defendant’s
21 non-exempt employees who worked at any facility within the State of California during the Class
22 Period.

23 **III. TERMS OF AGREEMENT**

24 42. Terms of Agreement Subject to Court Approval. All terms set forth in the Settlement
25 Agreement are subject to Court approval. The Parties stipulate to class certification only for
26 purposes of the Settlement. Plaintiff shall apply to the Court for approval of the Settlement
27 Agreement and for class certification solely for purposes of effectuating the Settlement. Defendant
28 shall not oppose this application. If, for any reason, the Settlement is not approved, the stipulation

1 to certification will be void. The Parties further agree that certification for purposes of the
2 Settlement is not an admission that class certification is proper under the standard applied to
3 contested certification motions and that the Settlement will not be admissible in this, or any other,
4 legal process as evidence that (i) a class should be certified, (ii) representative treatment is
5 appropriate, or (iii) Defendant is liable to Plaintiff or any of the Settlement Class Members and/or
6 PAGA Representative Action Members.

7 43. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit
8 of the Gross Settlement Amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00)
9 by wire or electronic transfer into a Qualified Settlement Account to be established by the
10 Settlement Administrator. In no event will Defendant ever be required to pay more than the Gross
11 Settlement Amount of \$2,100,000.00, except that Defendant will pay the employer's share of
12 applicable payroll taxes separately from and in addition to the Gross Settlement Amount. No
13 portion of the Gross Settlement Amount shall revert to Defendant. After the Effective Date, the
14 Gross Settlement Amount will be used for: (i) Individual Class Settlement Payments to
15 Participating Class Members; (ii) Individual PAGA Payments to PAGA Representative Action
16 Members; (iii) the LWDA's portion of the PAGA Amount; (iv) the Class Counsel Award; (v) the
17 Representative Service Award; and (vi) the Settlement Administration Costs. Defendant will
18 deposit the Gross Settlement Amount and the employer's share of applicable payroll taxes within
19 fifteen (15) calendar days of the Effective Date ("Funding Date").

20 44. PAGA Amount. Subject to Court approval, One Hundred Thousand Dollars
21 (\$100,000.00) from the Gross Settlement Amount shall be designated for satisfaction of the
22 Released PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%), or \$75,000.00, of the
23 PAGA Amount shall be paid to the LWDA and Twenty-Five Percent (25%), or \$25,000.00 (the
24 "Individual PAGA Fund"), shall be distributed proportionally among the PAGA Representative
25 Action Members based on the number of PAGA Workweeks worked during the PAGA Period. If
26 the PAGA Amount is adjusted by the Court, it shall be adjusted by using funds from the Gross
27 Settlement Amount and in no event shall increase the Gross Settlement Amount.

1 45. Representative Service Award. In exchange for a general release, and in recognition
2 of the Plaintiff's efforts and work in prosecuting the Actions on behalf of Settlement Class
3 Members and PAGA Representative Action Members, Defendant agrees not to oppose any
4 application or motion for the Representative Service Award. Subject to the Court's final approval,
5 the following Representative Service Award will be paid to Plaintiff from the Gross Settlement
6 Amount: Ten Thousand Dollars (\$10,000.00). The Representative Service Award shall be in
7 addition to Plaintiff's Individual Class Settlement Payment and Individual PAGA Payment paid
8 pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 for the
9 Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all
10 applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendant
11 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
12 payments. Any reduction in the amount of the Representative Service Award by the Court shall be
13 added to the Net Class Settlement Amount to be distributed to Participating Settlement Class
14 Members. If the Representative Service Award is adjusted by the Court, it shall be adjusted by
15 using funds from the Gross Settlement Amount and in no event shall increase the Gross Settlement
16 Amount.

17 46. Settlement Administration Costs. The Settlement Administrator shall be paid for the
18 costs of administration of the Settlement and distribution of all payments from the Gross Settlement
19 Amount. The estimate of the Settlement Administration Costs is Fifteen Thousand Dollars
20 (\$15,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall be used to
21 administer the Settlement, including, *inter alia*, preparing the required tax reporting on the
22 Individual Class Settlement Payments, issuing 1099 and W-2 IRS Forms, distributing the Notices
23 of Settlement, establishing a Qualified Settlement Account, calculating Individual Class Settlement
24 Payments and Individual PAGA Payments, processing exclusion requests, distributing the Net
25 Class Settlement Amount as directed by the Court and as set forth herein, and providing necessary
26 reports and declarations. No fewer than ten (10) calendar days before the Final Approval hearing,
27 the Settlement Administrator shall provide the Court and all Counsel for the Parties with a
28 statement detailing the Settlement Administration Costs. The Parties agree to cooperate in the

1 settlement administration process and to make all reasonable efforts to control and minimize the
2 costs and expenses incurred in the administration of the Settlement. An IRS Form 1099 shall be
3 issued to the Settlement Administrator. Any portion of the Settlement Administration Costs that are
4 not used or which are not awarded by the Court will not revert to Defendant, but instead shall be
5 added to the Net Class Settlement Amount for distribution to Participating Settlement Class
6 Members. If the Settlement Administration Costs exceed \$15,000.00, such cost will be deducted
7 from the Net Class Settlement Amount and in no event shall increase the Gross Settlement Amount.

8 47. Payment of Class Counsel Award. Defendant agrees not to oppose any application
9 or motion by Class Counsel for Class Counsel Fees not to exceed Seven Hundred Thousand Dollars
10 (\$700,000.00), and Class Counsel Costs not to exceed Twenty Thousand Dollars (\$20,000.00). The
11 Class Counsel Award shall be paid out of the Gross Settlement Amount. Any portion of the Class
12 Counsel Award not awarded to Class Counsel shall be added to the Net Class Settlement Amount
13 for distribution to Participating Settlement Class Members. Class Counsel shall be solely and
14 legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. An
15 IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this
16 Paragraph.

17 48. Notice Procedure. The Settlement Administrator shall be responsible for the
18 following notice procedure:

19 a. Delivery of the Class List. Within twenty-one (21) calendar days after
20 Preliminary Approval, Defendant shall provide the Class List to the Settlement Administrator. The
21 Settlement Administrator shall keep the Class List confidential and shall not disclose it to anyone,
22 except: (i) to carry out reasonable efforts for administration of the Settlement, as described below;
23 (ii) if a Settlement Class Member seeks information from Class Counsel regarding the Settlement,
24 the Settlement Administrator may share information with Class Counsel that is contained in the
25 Class List regarding that particular Settlement Class Member to the extent necessary to respond to
26 the question or issue, except that the Settlement Administrator will not share Social Security
27 numbers with Class Counsel; or (iii) pursuant to Defendant's express written authorization.
28

1 b. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving
2 the Class List, the Settlement Administrator shall send the Notice of Settlement to all Settlement
3 Class Members and PAGA Representative Action Members via First Class U.S. Mail using the
4 most current mailing addresses identified. The Settlement Administrator shall conduct reasonable
5 verification measures relating to the addresses before the mailing.

6 c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement
7 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
8 shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the
9 Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace,
10 or other search using the name, address and/or Social Security number of the Settlement Class
11 Member and/or PAGA Representative Action Member involved, and shall re-mail the Notice of
12 Settlement. If after performing a skip-trace search the Settlement Class Member's Notice of
13 Settlement is again returned to the Settlement Administrator as non-deliverable, that Settlement
14 Class Member will be deemed a Participating Settlement Class Member, and the Settlement
15 Administrator will have no further obligation to undertake efforts to obtain an alternative address.
16 If after performing a skip-trace search, a PAGA Representative Action Member's Notice of
17 Settlement is again returned to the Settlement Administrator as non-deliverable, the Settlement
18 Administrator will have no further obligation to undertake efforts to obtain an alternative address.
19 The Response Deadline for any Settlement Class Member who is re-mailed a Notice of Settlement
20 shall be extended fifteen (15) calendar days from the original Response Deadline, unless the 15th
21 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
22 the next day on which the U.S. Postal Service is open. If the Response Deadline for any Settlement
23 Class Member is later than the original 45 calendar day deadline, the Settlement Administrator
24 shall include a letter with the Notice of Settlement advising the Settlement Class Member of the
25 adjustment to the Response Deadline.

26 49. Disputed Information on Notice of Settlement. Each Settlement Class Member may
27 dispute the number of Class Workweeks attributed to him or her in the Notice of Settlement and
28 must submit such a dispute to the Settlement Administrator on or before the Response Deadline. If

1 a Settlement Class Member disputes the number of Class Workweeks listed in the Notice of
2 Settlement, the Settlement Class Member may produce evidence to the Settlement Administrator
3 demonstrating that such information is inaccurate. Absent evidence rebutting Defendant's records,
4 Defendant's records will be determinative.

5 50. Request for Exclusion Procedure. The Notice of Settlement shall give Settlement
6 Class Members instructions on how to exclude themselves, or "opt out," from the Settlement.

7 a. Settlement Class Members who wish to opt out of the Settlement shall notify
8 the Settlement Administrator in writing by mail that they want to exclude themselves (*i.e.*, opt out)
9 from the Settlement. The request to opt out sent to the Settlement Administrator must be
10 postmarked no later than the Response Deadline.

11 b. The proposed order granting Preliminary Approval of the Settlement will
12 provide, and the Notice of Settlement will instruct Settlement Class Members, that, to be valid, a
13 written request to opt out of the Settlement Agreement must include the Settlement Class Member's
14 name, address, telephone number, last four digits of his/her Social Security number, and signature
15 and state the following (or words to a similar effect): "I wish to opt-out of the settlement of the
16 lawsuit titled *Dunn v. SHC Services, Inc.*, pending in the Fresno County Superior Court."

17 c. A Settlement Class Member who properly and timely submits a request to
18 opt out of the Settlement Agreement will not become a Participating Settlement Class Member, will
19 not be allowed to object to this Settlement Agreement, and will not be bound by the Settlement
20 Agreement except as otherwise provided in Paragraph 53.

21 d. Settlement Class Members may rescind their Requests for Exclusion in
22 writing by submitting a rescission statement to the Settlement Administrator not later than ten (10)
23 business days before the Final Approval hearing, orally at the Final Approval hearing, or as
24 otherwise ordered by the Court.

25 e. Counsel for the Parties shall not encourage or discourage any Settlement
26 Class Member from participating in, objecting to, or opting out of the Settlement.

27 f. If five percent (5%) or more of the Settlement Class Members opt out, then
28 Defendant shall have the right, in its sole discretion, to void and revoke the Settlement Agreement

1 and its stipulation to class certification. After the Settlement Administrator sends its report of the
2 final number of Settlement Class Members who have opted out, Defendant shall have ten (10)
3 calendar days from the receipt of the Settlement Administrator's report to notify Class Counsel in
4 writing of its intent to revoke the Settlement Agreement and the conditional class certification. In
5 the event that Defendant exercises its option to revoke the Settlement Agreement, Defendant agrees
6 to pay the Settlement Administration Costs incurred by the Settlement Administrator up to the date
7 of Defendant's notice to revoke.

8 51. Objections. Any Settlement Class Member who has not timely and properly opted
9 out (i.e., any Participating Settlement Class Member) may object to the proposed Settlement in
10 writing. To object, a Participating Settlement Class Member may mail his/her written objection by
11 the Response Deadline. A Participating Settlement Class may also appear at the Final Approval
12 hearing to have his/her objections heard by the Court, even if he or she has not submitted a written
13 objection. All written objections must include: (a) the objector's full name, current address, and
14 telephone number; (b) at least one case name and number (*Dunn v. SHC Services, Inc.*, Case No.
15 21CECG00896 or *Dunn v. SHC Services, Inc.*, Case No. 21CECG01945); (c) the basis of the
16 objection, including the reasons why the objector believes that the Court should find that the
17 Settlement is not in the best interests of the Settlement Class and why the Settlement should not be
18 approved; (d) any and all supporting papers (including, without limitation, all briefs, written
19 evidence, and declarations) for which the objection is based; and (e) whether the Participating Class
20 Member intends to appear at the Final Approval hearing. The written objection must be mailed to
21 the Settlement Administrator, who will forward the objection to the Parties for submission to the
22 Court, and be postmarked on or before the Response Deadline. The postmark date of the mailing
23 shall be deemed the exclusive means for determining whether a written objection is timely.
24 Settlement Class Members who fail to make written objections in the manner specified above and
25 by the deadline specified in this Paragraph and do not object at the Final Approval Hearing shall be
26 deemed to have waived any objections and shall be foreclosed from making any objections
27 (whether by appeal or otherwise) to the Settlement. Settlement Class Members shall be permitted to
28

1 withdraw their objections in writing by submitting a withdrawal statement to the Settlement
2 Administrator, orally at the Final Approval hearing, or as otherwise ordered by the Court.

3 52. The Settlement Terms Bind All Settlement Class Members Who Do Not Opt-Out.
4 Any Settlement Class Member who does not affirmatively opt-out of the Settlement Agreement by
5 submitting a timely and valid letter requesting exclusion from the Settlement, consistent with the
6 terms of the Settlement Agreement, shall be bound by all of its terms, including those pertaining to
7 the Released Class Claims and the Released PAGA Claims as well as any judgment that may be
8 entered by the Court after it grants Final Approval of the Settlement.

9 53. No PAGA Opt-Out. No PAGA Representative Action Member may opt out of or be
10 excluded from participating in the settlement of the Released PAGA Claims. All PAGA
11 Representative Action Members shall be bound by the judgment entered herein and will have
12 released the Released PAGA Claims if/when the Court grants Final Approval of this Settlement. If
13 the Court grants Final Approval of the Settlement, the occurrence of the Funding Date shall forever
14 bar Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not
15 limited to, any and all PAGA Representative Action Members, from pursuing any action pursuant
16 to PAGA against the Released Parties for the Released PAGA Claims.

17 54. Certification Reports Regarding Requests for Exclusion and Disputes. The
18 Settlement Administrator shall provide Class Counsel and Defense Counsel a weekly report which
19 certifies: (a) the number of Settlement Class Members who have submitted a letter requesting
20 exclusion from the Settlement, including a statement as to whether the letter is valid or defective;
21 (b) whether any Settlement Class Member has submitted a challenge to any information contained
22 in their Notice of Settlement; and (c) the number of returned, undeliverable and/or re-mailed
23 Notices of Settlement. Additionally, the Settlement Administrator will provide to counsel for both
24 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
25 requested.

26 55. Effect of Increase of Total Class Workweeks. If the number of total Class
27 Workweeks exceeds 37,775 (which is 10% more than 34,341 Class Workweeks) by the date
28 Defendant provides the Class List to the Settlement Administrator, Plaintiff shall retain the right, in

1 the exercise of her sole discretion, to terminate the Settlement. In the event that Plaintiff chooses to
2 terminate the Settlement, Plaintiff agrees to pay the Settlement Administration Costs incurred by
3 the Settlement Administrator up to the date of Plaintiff's notice to terminate.

4 56. Settlement Payment Calculations. The Settlement Administrator shall determine the
5 amounts of all Individual Class Settlement Payments and Individual PAGA Payments. Individual
6 Class Settlement Payments shall be based on the number of Class Workweeks attributed to a
7 Settlement Class Member during the Class Period. Individual PAGA Payments shall be based on
8 the number of PAGA Workweeks attributed to a PAGA Representative Action Member during the
9 PAGA Period. No claim form will need to be submitted to receive either an Individual Class
10 Settlement Payment or an Individual PAGA Payment. Specific calculations of Individual Class
11 Settlement Payments and Individual PAGA Payments will be made as follows:

12 a. Individual Class Settlement Payment Calculations. To determine each
13 Settlement Class Member's estimated Individual Class Settlement Payment from the Net Class
14 Settlement Amount, the Settlement Administrator will use the following formula: The Net Class
15 Settlement Amount will be divided by the aggregate total number of Class Workweeks, resulting
16 in the "Class Workweek Value". Each Settlement Class Member's Individual Class Settlement
17 Payment will be calculated by multiplying each Settlement Class Member's total number of Class
18 Workweeks by the Class Workweek Value. The Individual Class Settlement Payments will be
19 reduced by any required deductions for each Participating Settlement Class Member as
20 specifically set forth herein, including by employee-side tax withholdings or deductions. The
21 entire Net Class Settlement Amount will be disbursed to Settlement Class Members who do not
22 submit timely and valid requests to be excluded from the Settlement. If there are timely and valid
23 requests to be excluded from the Settlement, the Settlement Administrator shall proportionately
24 increase the Individual Class Settlement Payment for each Participating Settlement Class Member
25 according to the number of Class Workweeks worked so that the entire amount of the Net Class
26 Settlement Amount is actually disbursed to Participating Settlement Class Members.

27 b. Individual PAGA Payment Calculations. To determine each PAGA
28 Representative Action Member's Individual PAGA Payment from the Individual PAGA Fund, the

1 Settlement Administrator will use the following formula: The Individual PAGA Fund will be
2 divided by the aggregate total number of PAGA Workweeks, resulting in the “PAGA Workweek
3 Value”. Each PAGA Representative Action Member’s Individual PAGA Payment will be
4 calculated by multiplying each PAGA Representative Action Member’s total number of PAGA
5 Workweeks by the PAGA Workweek Value. The entire Individual PAGA Fund will be disbursed
6 to PAGA Representative Action Members.

7 57. Tax Allocation of Individual Class Settlement Payments and Individual PAGA
8 Payments.

9 a. The Individual Class Settlement Payments shall be allocated twenty percent
10 (20%) as W-2 wages and eighty percent (80%) as 1099 payments for penalties, interest, and other
11 non-wage amounts. The Individual Class Settlement Payments will be paid to Participating
12 Settlement Class Members subject to reduction for all employees’ share of typical withholdings and
13 taxes associated with the wage-portion of the Individual Class Settlement Payments.

14 b. The Individual PAGA Payments made to PAGA Representative Action
15 Members shall be allocated 100 percent (100%) as 1099 payments for penalties.

16 58. Payment of Settlement Amounts. The Settlement Administrator shall have the
17 authority and obligation to make all payments, credits, and disbursements, calculated in accordance
18 with the methodology set out in the Settlement Agreement and orders of the Court.

19 a. The Settlement Administrator’s duties include, and are not limited to,
20 reporting payments under the Settlement to all required taxing and other authorities, taking and
21 transmitting the appropriate employee’s and employer’s share of withholdings and taxes with
22 respect to the wage-portion of the Individual Class Settlement Payments, and issuing IRS Forms
23 W-2 and 1099. No person shall have any claim against Defendant, Defense Counsel, Plaintiff,
24 Settlement Class Members, PAGA Representative Action Members, Class Counsel, or the
25 Settlement Administrator based on distributions and payments made in accordance with the
26 Settlement Agreement.

27 b. With respect to Participating Settlement Class Members and PAGA
28 Representative Action Members whose Notice of Settlement are undeliverable, settlement checks

1 shall be sent to the last address obtained by the Settlement Administrator with respect to the
2 Participating Settlement Class Member and/or PAGA Representative Action Member.

3 59. Distribution Timing. Within fourteen (14) calendar days after Defendant deposits
4 the Gross Settlement Amount into the Qualified Settlement Account, the Settlement Administrator
5 shall distribute the Gross Settlement Amount and associated tax payments, including Individual
6 Class Settlement Payments to Participating Settlement Class Members, Individual PAGA Payments
7 to PAGA Representative Action Members, the portion of the PAGA Amount to be paid to the
8 LWDA, the Representative Service Award to Plaintiff, and the Class Counsel Award to Class
9 Counsel. The Settlement Administrator shall also issue a payment to itself for the services
10 performed in connection with the Settlement.

11 60. Non-Negotiated Settlement Checks. Any checks issued by the Settlement
12 Administrator to Participating Settlement Class Members and PAGA Representative Action
13 Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds
14 represented by settlement checks returned as undeliverable and the funds which correspond with
15 the settlement checks that are not negotiated within one hundred and eighty (180) calendar days
16 after issuance shall be tendered to the State of California's State Controller's Unclaimed Property
17 Fund in the Participating Settlement Class Member's and/or PAGA Representative Action
18 Member's name.

19 61. Settlement Administrator's Final Report(s). Not less than ten (10) calendar days
20 after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense
21 Counsel a report showing: (i) the number of Notices of Settlement mailed; (ii) the number of
22 returned and undelivered Notices of Settlement; (iii) the number of re-mailed Notices of
23 Settlement; (iv) the number of total undeliverable Notices of Settlement after re-mailing; (iv) the
24 number of address traces performed for undeliverable Notices of Settlement after re-mailing; (v)
25 the number of Notices of Settlement undeliverable from traced addresses; (vi) the final number of
26 Settlement Class Members who have submitted objections; (vii) the final number of Settlement
27 Class Members who disputed their number of Class Workweeks listed in the Notice of Settlement;
28 and (viii) the final number of Settlement Class Members who have submitted valid letters

1 requesting exclusion from the Settlement. Upon completion of administration of the Settlement, the
2 Settlement Administrator shall provide written certification/declaration of such completion to
3 Counsel for the Parties and the Court, if requested by the Parties.

4 62. Amended Complaint. In connection with this Settlement, Plaintiff shall file a First
5 Amended Complaint in the *Dunn* Class Action in the form attached to a joint stipulation to be filed
6 and approved by the Parties as soon as reasonably practicable and in no event will the First
7 Amended Complaint be filed later than fifteen (15) calendar days prior to the filing of any motion
8 for preliminary approval. The First Amended Complaint shall include all the factual allegations and
9 claims currently alleged in the *Dunn* PAGA Action Complaint. The Parties agree that Defendant
10 shall maintain any and all affirmative defenses but shall not be required to file an Answer or other
11 responsive pleading to the First Amended Complaint and that such agreement precludes Plaintiff
12 from any right to: (a) obtain a default judgment against Defendant on the basis that Defendant did
13 not respond to the First Amended Complaint; (b) argue that Defendant waived any right to a
14 demurrer or other challenge to the pleadings; and (c) argue that Defendant waived any affirmative
15 defense.

16 63. Dismissal of the *Dunn* PAGA Action. Upon the Court preliminarily approving this
17 Settlement and the filing of the First Amended Complaint as described in Paragraph 62, subject to
18 Court approval Plaintiff shall move to dismiss the *Dunn* PAGA Action without prejudice on the
19 basis that a settlement of the claims at issue in that matter is being processed in another court. For
20 the avoidance of doubt, the *Dunn* PAGA Action (and all claims and allegations contained therein)
21 will be deemed dismissed with prejudice as to the Released Parties upon the Funding Date.

22 64. Release of Claims By Participating Settlement Class Members. Upon the Funding
23 Date, and except as to such rights or claims as may be created by the Settlement Agreement, each
24 and every Participating Settlement Class Member, on behalf of themselves and their heirs and
25 assigns, shall release the Released Parties from the Released Class Claims.

26 65. Release of Claims By PAGA Representative Action Members. Upon the Funding
27 Date, and except as to such rights or claims as may be created by the Settlement Agreement, each
28

1 and every PAGA Representative Action Member, on behalf of themselves and their heirs and
2 assigns, shall release the Released Parties from the Released PAGA Claims.

3 66. General Release by Plaintiff Only. Upon the Funding Date, Plaintiff shall release the
4 Released Parties from the Released Class Claims and the Released PAGA Claims and, in addition,
5 Plaintiff makes the additional following General Release in favor of the Released Parties:

6 a. Plaintiff individually hereby unconditionally waives and forever releases the
7 Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action and
8 claims of every kind and nature whatsoever, whether now known or unknown, suspected or
9 unsuspected, contingent or non-contingent, whether or not concealed or hidden, arising or accruing
10 at any time prior to the Funding Date, which now exist, or heretofore have existed, upon any theory
11 of law or equity, including, without limitation, all claims under the Fair Employment and Housing
12 Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the
13 Civil Rights Act of 1964. Plaintiff is deemed by operation of the order granting Final Approval to
14 have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim.

15 b. Plaintiff acknowledges that she has had the opportunity to review, and has
16 reviewed, California Civil Code section 1542, which provides:

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

23 Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff
24 agrees to waive any rights under that section (or any statute or common law principle of similar
25 effect), and acknowledges that the Settlement Agreement and the release contained herein extends
26 to all claims that she has or might have against the Released Parties, including those which are
27 presently unknown to her.

28 67. Plaintiff's Release of Age Discrimination in Employment Act Claims. Plaintiff
understands and acknowledges that:

1 a. She is voluntarily waiving any and all rights and claims she has against the
2 Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623,
3 et seq. (“ADEA”) as of the date she signs the Settlement Agreement;

4 b. She is waiving these substantive rights or claims pursuant to the Settlement
5 Agreement in exchange for consideration, the value of which exceeds the payment or remuneration
6 to which she was already entitled;

7 c. She has been advised in writing to consult with an attorney of her choosing
8 concerning the Settlement Agreement prior to executing it. She further acknowledges that she
9 sought such advice, that her counsel advised her to sign the Settlement Agreement, and that her
10 execution of the Settlement Agreement is voluntary and without coercion;

11 d. She has been given at least twenty-one (21) days to consider the terms of the
12 Settlement Agreement, and in the event she decides to sign the Settlement Agreement in fewer than
13 twenty-one (21) days, she has done so with the express understanding that she had been given and
14 declined the opportunity to consider it for a full twenty-one (21) days;

15 e. She may revoke her waiver of claims arising pursuant to the ADEA at any
16 time during the seven (7) days following the date she signs the Settlement Agreement. Plaintiff
17 understands and agrees that should she revoke her waiver of claims arising pursuant to the ADEA
18 at any time during the seven (7) days following the date she signs the Settlement Agreement, she
19 will receive ten percent (10%) of her Court-approved Representative Service Award and such
20 amount will be the consideration for the general release of all her rights and claims addressed in the
21 Settlement Agreement except any claims she may have pursuant to the ADEA. Plaintiff further
22 understands and agrees that should she not revoke her waiver of claims arising pursuant to the
23 ADEA during the seven (7) days following the date she signs the Settlement Agreement, she will
24 receive one hundred percent (100%) of her Representative Service Award and such amount will be
25 consideration for the general release of all rights and claims addressed in the Settlement
26 Agreement, including any claims she may have pursuant to the ADEA;

27 f. Any revocation must be in writing and delivered by hand or certified mail to
28 Michael P. Roche, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601; and

1 g. Any changes to the Settlement Agreement, whether material or immaterial,
2 do not restart the twenty-one-day (21-day) consideration period.

3 68. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
4 postmark a letter requesting exclusion from the Settlement, or objections to the Settlement
5 Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to finally
6 determine the fairness of the Settlement, along with the amounts properly payable for (a) Individual
7 Class Settlement Payments, (b) the Class Counsel Award, (c) the Representative Service Award, (c)
8 Individual PAGA Payments, (d) payment to the LWDA, and (e) all Settlement Administration
9 Costs. Plaintiff's Counsel will be responsible for drafting the attorneys' fees and costs application
10 to be heard at the Final Approval hearing.

11 69. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
12 Court or after the Final Approval hearing, the Parties shall present a proposed judgment to the
13 Court for its approval. After entry of the judgment, the Court shall have continuing jurisdiction
14 under Code of Civil Procedure section 664.6 solely for purposes of addressing: (a) the
15 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
16 matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth
17 in this Agreement.

18 70. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
19 their best efforts to carry out the terms of the Settlement Agreement. At no time shall any of the
20 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
21 either a letter requesting exclusion from the Settlement or written objections to the Settlement
22 Agreement or to appeal from the Court's final judgment.

23 71. Extension of Time to Bring Action to Trial. The Parties agree that the time within
24 which to bring the Actions to trial shall be extended from the date of the signing of this Agreement
25 by all Parties until the entry of the Final Approval order and judgment, or, if not entered, the date
26 this Agreement shall no longer be of any force or effect.

27 72. Nullification of Settlement Agreement. The Settlement Agreement shall be null and
28 void and any order or judgment entered by the Court in furtherance of the Settlement shall be

1 treated as void from the beginning if: (i) Defendant exercises its option to rescind the Settlement
2 Agreement under the terms and conditions as set forth in Paragraph 50f.; (ii) Plaintiff exercises her
3 option to rescind the Settlement Agreement under the terms and conditions as set forth in Paragraph
4 55; (iii) the Court does not finally approve the Settlement as provided herein; (iv) the Court does
5 not enter a final judgment as provided herein; or (v) the Settlement does not become final for any
6 other reason. In such a case, the Parties shall be returned to their respective statuses as of the date
7 and time immediately prior to the execution of the Settlement Agreement and the Parties shall
8 proceed in all respects as if the Settlement Agreement had not been executed. In the event an appeal
9 is filed from the Court's final judgment, or any other appellate review is sought prior to the
10 Effective Date, administration of the Settlement shall be stayed pending final resolution of the
11 appeal or other appellate review (unless otherwise agreed to by the Parties).

12 **IV. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND**
13 **BETWEEN PRELIMINARY APPROVAL AND FINAL APPROVAL**

14 73. Promptly after execution of the Settlement Agreement, Plaintiff shall move the
15 Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the
16 following:

- 17 a. Preliminarily approving the Settlement;
 - 18 b. Approving as to form and content the proposed Notice of Settlement;
 - 19 c. Directing the mailing of the Notice of Settlement;
 - 20 d. Preliminarily appointing Plaintiff and Class Counsel as representatives of the
21 Settlement Class Members and PAGA Representative Action Members;
 - 22 e. Preliminarily approving the application for the Class Counsel Award;
 - 23 f. Preliminarily setting the Representative Service Award;
 - 24 g. Preliminarily approving settlement administration services to be provided by
25 the Settlement Administrator and Settlement Administration Costs;
 - 26 h. Preliminarily approving the PAGA Amount; and
- 27
28

1 i. Scheduling the Final Approval hearing, which is a fairness hearing on the
2 question of whether the proposed Settlement Agreement should be finally approved as fair,
3 reasonable, and adequate.

4 74. The Parties shall submit the Settlement Agreement in support of Plaintiff's
5 unopposed motion for Preliminary Approval of the Settlement. Plaintiff shall provide Defendant no
6 fewer than seven (7) calendar days to review the motion for Preliminary Approval, and shall not
7 file the motion for Preliminary Approval or any other documents until Defendant has approved
8 their contents. Defendant will review and edit as necessary the motion for Preliminary Approval
9 and any other documents in conjunction with Plaintiff prior to filing.

10 75. Class Counsel will file a motion for Final Approval of the Settlement and supporting
11 documents with the Court at least sixteen (16) court days before the Final Approval hearing or such
12 other date as the Court directs. Supporting documents include: (a) a declaration by the Settlement
13 Administrator of due diligence and proof of mailing of the Notice of Settlement, and of the delivery
14 results of the Settlement Administrator's mailings including tracing and re-mailing efforts; (b) a
15 proposed order granting Final Approval; and (c) a proposed final judgment. Class Counsel will
16 send Defense Counsel the motion for Final Approval of the Settlement for review, comments, and
17 changes no less than seven (7) calendar days prior to filing the motion. Defendant shall have three
18 (3) calendar days in which to provide its comments. The Parties will meet and confer and agree
19 upon the proposed order granting Final Approval and the proposed final judgment. Defendant will
20 not oppose Final Approval of the Settlement.

21 76. Class Counsel will submit a proposed order and judgment for Final Approval. The
22 proposed order and judgment shall include the following findings and orders:

- 23 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
24 and adequate, and directing that its terms and provisions be carried out;
- 25 b. Approving the payment of the Representative Service Award to Plaintiff;
- 26 c. Approving Class Counsel's application for the Class Counsel Award;
- 27 d. Approving the PAGA Amount; and
- 28

e. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

V. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

77. Following entry of the Court's Final Approval order and judgment, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Final Approval order on appeal;

b. Class Counsel and Defense Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Settlement Class Members and/or PAGA Representative Action Members;

c. Class Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by the Settlement Agreement.

VI. OTHER PROVISIONS

78. No Admission. Nothing contained herein, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. The Parties have entered into the Settlement Agreement with the intention of avoiding further disputes and litigation with their attendant inconvenience and expenses. The Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement and/or interpret or enforce the Settlement.

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

To Plaintiff's Counsel:

SHAKOURI LAW FIRM
Ashkan Shakouri
Sharon W. Lin
11601 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90025

To Defendant's Counsel:

WINSTON & STRAWN LLP
Michael P. Roche
Benjamin M. Ostrander
35 West Wacker Drive
Chicago, IL 60601

WINSTON & STRAWN LLP
Tristan R. Kirk
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071-1543

80. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members and PAGA Representative Action Members understand and agree that each will be solely responsible for the payment of any taxes and penalties assessed on the payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties and their counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

81. Exhibits and Headings. 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 are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of the Settlement Agreement are inserted for convenience of reference only and do not constitute a part of the Settlement Agreement.

82. Amendment or Modification. Unless otherwise provided herein, the Settlement Agreement may be amended or modified only by a written instrument signed by Counsel for the Parties or their successors-in-interest.

1 83. Entire Agreement. The Settlement Agreement, any supplemental written agreement
2 subsequently incorporated, and any attached Exhibits constitute the entire Settlement Agreement
3 among these Parties, and no oral or written representations, warranties or inducements have been
4 made to any Party concerning the Settlement Agreement or its Exhibits other than the
5 representations, warranties and covenants contained and memorialized in such documents.

6 84. Authorization to Enter Into Settlement Agreement. The signatories hereto represent
7 that they are fully authorized to enter into the Settlement Agreement and bind the Parties hereto to
8 the terms and conditions hereof.

9 85. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
10 other and use their best efforts to effect the implementation of the Settlement. Any disputes arising
11 out of or relating to this Settlement Agreement will be submitted to mediator the Hon. Carl J. West
12 (Ret.) for resolution. The Parties will split the costs of the mediator for any such time incurred by
13 the mediator in reaching such resolution, and all Parties will bear their own attorneys' fees and
14 other costs and expenses incurred.

15 86. Binding on Successors and Assigns. The Settlement Agreement shall be binding
16 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
17 administrators and successors. The Parties hereto represent, covenant, and warrant that they have
18 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
20 or rights herein released and discharged except as set forth herein.

21 87. Participating Settlement Class Member and PAGA Representative Action Member
22 Signatories. It is agreed that because the Participating Settlement Class Members and PAGA
23 Representative Action Members are numerous, it is impossible or impractical to have each
24 Participating Settlement Class Member and PAGA Representative Action Member execute the
25 Settlement Agreement. The Notice of Settlement will advise all Settlement Class Members and
26 PAGA Representative Action Members of the binding nature of the release and, upon Final
27 Approval, such shall have the same force and effect as if the Settlement Agreement were executed
28 by each Participating Settlement Class Member and PAGA Representative Action Member.

1 88. California Law Governs. All terms of the Settlement Agreement and the exhibits
2 hereto shall be governed by and interpreted according to the laws of the State of California, without
3 regard to conflict of law principles.

4 89. Counterparts. The Settlement Agreement may be executed in one or more
5 counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall
6 be accepted as an original. All executed counterparts and each of them, including electronic, pdf,
7 DocuSign, and scanned copies of the signature page, shall be deemed to be one and the same
8 instrument provided that Counsel for the Parties to the Settlement Agreement shall exchange
9 among themselves original signed counterparts.

10 90. Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by signing the
11 Settlement Agreement, she is bound by the terms herein stated and further agrees not to request to
12 be excluded from the Settlement Class.

13 91. Confidentiality Preceding Preliminary Approval. Plaintiff and Class Counsel agree
14 that the terms of the Settlement (including, but not limited to, the Gross Settlement Amount), the
15 negotiations leading to the Settlement, and all documents related to the Settlement shall not be
16 discussed with, publicized or promoted to the public, except as necessary to seek approval of the
17 Settlement Agreement and/or effectuate or enforce the terms of the Settlement Agreement.
18 Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that
19 certain claims "have been resolved by the Parties." Plaintiff and Class Counsel will not publish or
20 publicize the Settlement Amount and will not issue any press releases, except that Plaintiff and
21 Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement and
22 Class Counsel may state that it has settled a class claim against a company for the Settlement
23 Amount so long as Defendant, nor the Plaintiff are identified. For the limited purpose of allowing
24 Class Counsel to prove adequacy as class counsel in other actions, Class Counsel is allowed to
25 disclose the names of the Parties in the Actions and the venues/case numbers of these Actions (but
26 not any other details regarding the Settlement) for such limited purposes.

27 **SIGNATURES ON THE FOLLOWING PAGE**
28

1 Dated: _____, 2022

Plaintiff Deirdre Dunn

2
3
4 Dated: 1/26, 2022

SHC. Services, Inc.

5
6 

By: Klaus Geiser
Its: Chief Financial Officer

7
8
9 **APPROVED AS TO FORM:**

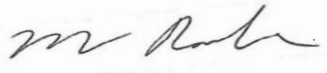
10
11 Dated: _____, 2022

SHAKOURI LAW FIRM

12
13 _____
By: Ashkan Shakouri
Sharon W. Lin
Attorneys for Plaintiff

14
15
16 Dated: 1/27/2022, 2022

WINSTON & STRAWN LLP

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18 _____
By: Michael P. Roche
Benjamin M. Ostrander
Tristan R. Kirk
Attorneys for Defendant

1 Dated: 1/28/2022, 2022

DocuSigned by:
Deirdre Dunn
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Plaintiff Deirdre Dunn

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3
4 Dated: _____, 2022

SHC Services, Inc.

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7 By: Klaus Geiser
Its: Chief Financial Officer

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9 **APPROVED AS TO FORM:**

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11 Dated: Jan. 26, 2022

SHAKOURI LAW FIRM

12 *Ashkan Shakouri*
13 By: Ashkan Shakouri
14 Sharon W. Lin
15 Attorneys for Plaintiff

16 Dated: _____, 2022

WINSTON & STRAWN LLP

17
18 By: Michael P. Roche
19 Benjamin M. Ostrander
20 Tristan R. Kirk
21 Attorneys for Defendant
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EXHIBIT A

Authorized by the Superior Court of California for the County of Fresno

- Legal Notice -

- This is not a solicitation from a lawyer -

TO: **SETTLEMENT CLASS MEMBERS** – ALL OF DEFENDANT SHC SERVICES, INC.’S (“DEFENDANT” OR “SHC”) NON-EXEMPT EMPLOYEES WHO WORKED AT ANY FACILITY WITHIN THE STATE OF CALIFORNIA DURING THE TIME PERIOD FROM MARCH 30, 2017 THROUGH **FEBRUARY 7, 2022** (THE “CLASS PERIOD”); and

PAGA REPRESENTATIVE ACTION MEMBERS – ALL OF DEFENDANT’S NON-EXEMPT EMPLOYEES WHO WORKED AT ANY FACILITY WITHIN THE STATE OF CALIFORNIA DURING THE TIME PERIOD FROM MARCH 30, 2020 THROUGH **FEBRUARY 7, 2022** (THE “PAGA PERIOD”).

You have been identified as a Settlement Class Member and/or PAGA Representative Action Member in a lawsuit, and you could get a money payment from a proposed Settlement of the lawsuit. This Notice tells you about the proposed Settlement and explains your options in this case. You are entitled to participate in this Settlement and SHC will not retaliate or take any adverse action against you no matter which option you choose.

Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

Your Legal Rights and Options in This Settlement

1	Do nothing	If the Court approves the Settlement, you will receive a settlement payment as described below and you will release your claims against SHC as described below.	<i>See page 6</i>
2	Object	You may write to the Settlement Administrator to say why you do not agree with the proposed Settlement. You will still be a Participating Settlement Class Member and, if the Court approves the Settlement, you will receive a settlement payment and release your claims against SHC as described below.	<i>See page 6</i>
3	Opt out	You will not be a Participating Settlement Class Member anymore, so you will not be eligible for a class action settlement payment and will not release the class action your class claims. You will still be a PAGA Representative Action Member and will still receive a PAGA settlement payment and release your PAGA claims as described below.	<i>See pages 6-7</i>

Please do not call or write the Court with questions about this lawsuit.

If you have more questions after reading this Notice, see page 7.

What This Case is About

This Settlement involves two cases brought by former SHC employee Deirdre Dunn against SHC Services, Inc.: *Deirdre Dunn v. SHC Services, Inc.* (Superior Court of California, County of Fresno, Case No. 21CECG00896) and *Deirdre Dunn v. SHC Services, Inc.* (Superior Court of California, County of Fresno, Case No. 21CECG01945). Plaintiff Deirdre Dunn

(“Plaintiff”) contends that SHC: failed to pay for all hours worked, including but not limited to alleged off-the-clock work and alleged rounding violations; failed to pay minimum wages; failed to pay overtime wages; failed to properly calculate the regular rate of pay and/or overtime/double time pay, including by not including all forms of compensation required to be included in such calculation; made improper deductions from wages and/or improperly deducted wages and/or otherwise caused a forfeiture of wages; failed to provide compliant rest periods; failed to provide compliant meal periods, including alleged rounding violations and/or automatic deductions related thereto; failed to pay all wages upon termination; failed to reimburse for all necessary business expenses; failed to pay meal and lodging allowance payments and/or improperly deducted amounts from meal and lodging allowance payments; and failed to provide accurate wage statements. Plaintiff also contends that SHC violated California’s unfair competition law and the California Private Attorneys General Act (“PAGA”).

SHC denies all liability for these claims and contends that its employment practices have always complied with applicable laws. SHC has asserted factual and legal defenses to Plaintiff’s claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Plaintiff and SHC have agreed to the Settlement described below.

The Court has made no ruling on the merits of Plaintiff’s claims or SHC’s defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [MONTH DAY, YEAR], at [TIME] in Department 403 of the Fresno County Superior Court, located at 1130 “O” Street, Fresno, California 93721. This date and time may be subject to change without notice to you. You may verify the hearing date on the court’s website, <http://www.fresno.courts.ca.gov>. Additional details about the hearing are below.

About the Settlement – What You May Get

Under the terms of the Settlement, SHC has agreed to fund a Gross Settlement Amount of \$2,100,000. The following amounts are also provided under the Settlement and will be paid out of the Gross Settlement Amount if the Court grants final approval of the Settlement:

- **Class Counsel Award:** The Shakouri Law Firm will submit a request to the Court for up to \$700,000 in attorneys’ fees and up to \$20,000 to reimburse its costs spent in pursuit of this lawsuit;
- **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, will seek a payment of up to \$15,000 to cover all costs and fees to administer the Settlement.
- **Representative Service Award:** Plaintiff Deirdre Dunn will request a Representative Service Award of up to \$10,000 for her time and effort in assisting in the litigation and Settlement and for releasing all claims against SHC.
- **PAGA Payment:** \$100,000 of the settlement amount shall be designated for satisfaction of Plaintiff’s and PAGA Representative Action Members’ claims brought under the PAGA. PAGA requires that 75% (\$75,000) of this amount shall be paid to the California Labor and Workforce Development Agency (the “LWDA”), and 25% (\$25,000) shall be distributed to PAGA Representative Action Members on a per workweek basis (the “Individual PAGA Fund”). The Individual PAGA Payments to be made to PAGA Representative Action Members is described below.
- **Net Class Settlement Amount:** The amount remaining after deducting the Class Counsel Award, the Settlement Administration Costs, the Representative Service Award, and the PAGA Payment will be distributed to Participating Settlement Class Members as described below.

Individual Settlement Shares

You will be issued a share of the Net Class Settlement Amount unless you opt out of the Settlement before the deadline. This amount is your “Individual Class Settlement Payment.” Individual Class Settlement Payments will be determined based on “Class Workweeks,” which is all weeks in which an individual worked for SHC as a Settlement Class Member at any time during the Class Period, excluding weeks when the Settlement Class Member took forty (40) hours of vacation and/or was on leave for the entire week. This is how the calculation will work:

1. SHC will give the Settlement Administrator the total aggregate number of workweeks that all Participating Settlement Class Members worked for SHC as a Settlement Class Member during the Class Period, as well as the number of workweeks that each Participating Settlement Class Member worked for SHC as a Settlement Class Member during the Class Period.
2. The Settlement Administrator will calculate the value of each individual workweek by dividing the amount of the Net Class Settlement Amount by the total Class Workweeks for all Participating Settlement Class Members, resulting in the “Class Workweek Value.”
3. The Settlement Administrator will then multiply the Class Workweek Value by the individual Participating Settlement Class Member’s number of Class Workweeks, resulting in the Individual Class Settlement Payment.

Individual Class Settlement Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The wage portion of Individual Class Settlement Payments are subject to legally mandated withholdings or deductions.

Your Estimated Individual Class Settlement Payment: According to SHC’s records, you were employed as a non-exempt employee who worked at any facility within the State of California for an estimated total of [Number] Class Workweeks from March 30, 2017 through February 7, 2022. Based on this number, your estimated Individual Class Settlement Payment (before tax and other payroll withholdings and deductions) is \$[]. This amount is subject to change based on the final ruling of the Court.

Your Class Workweeks listed above are presumed correct unless you submit documentation demonstrating otherwise. If you disagree with the information listed above, you may submit an explanation and supporting documents showing the correct information to the Settlement Administrator via email or mail postmarked no later than [45 calendar days after mailing of Notice]. The Settlement Administrator’s contact information is at the end of this Notice.

Individual PAGA Payments

Regardless of whether you timely request to opt-out, you will remain a PAGA Representative Action Member and will be issued a share of the PAGA Payment (“Individual PAGA Payment”) in the amount of \$[]. PAGA Representative Action Members means all SHC non-exempt employees employed who worked at any facility within the State of California at any time from March 30, 2020 to February 7, 2022. For purposes of taxes, Individual PAGA Payments will be allocated one hundred percent (100%) as penalties. Individual PAGA Payments will be determined based on “PAGA Workweeks,” which is all weeks in which an individual worked for SHC as a PAGA Representative Action Member at any time during the PAGA Period, excluding weeks when the PAGA Representative Action Member took forty (40) hours of vacation and/or was on leave for the entire week. This is how the calculation will work:

1. SHC will give the Settlement Administrator the total aggregate number of workweeks that all PAGA Representative Action Members worked for SHC as a PAGA Representative Action Member during the PAGA Period, as well as the number of workweeks that each PAGA Representative Action Member worked for SHC as a PAGA Representative Action Member during the PAGA Period.
2. The Settlement Administrator will calculate the value of each individual workweek by dividing the amount of the Individual PAGA Fund by the total PAGA Workweeks for all PAGA Representative Action Members, resulting in the “PAGA Workweek Value.”

3. The Settlement Administrator will then multiply the PAGA Workweek Value by the individual PAGA Representative Action Member's number of PAGA Workweeks, resulting in the Individual PAGA Payment.

To ensure receipt of your payment, it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address. You may do so by contacting the Settlement Administrator by telephone, email, or mail as listed at the end of this Notice.

What You Release as Part of this Settlement

Released Parties

"Released Parties" means SHC and all of its former, present or future parents, subsidiaries, and/or affiliates; each of the foregoing's present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; and any entities alleged to be joint employers with SHC.

Class Release

Upon the date SHC funds the Settlement, Participating Settlement Class Members shall release the Released Parties from all Released Class Claims. "Released Class Claims" means any and all claims which were or could have been asserted against the Released Parties based upon, arising out of, or relating to the facts or allegations set forth in any complaint in the Actions (including any subsequently amended complaints), including but not limited to claims for rest periods; meal periods, including alleged rounding violations and/or automatic deductions related thereto; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work and alleged rounding violations; calculation of the regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of compensation required to be included in such calculation; improper deductions from wages; improper deductions of wages; forfeiture of wages; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of expenses; payment of meal and lodging allowance payments; improper deductions from meal and lodging allowance payments; recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The release includes, but is not limited to, claims pursuant to California Labor Code sections 98, 98.3, 200-203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 223, 226, 226.3, 226.7, 500, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2800, 2802, and 2804, the applicable California Industrial Welfare Commission Wage Order(s), the California Business & Professions Code, and the Fair Labor Standards Act.

PAGA Release

Upon the date SHC funds the Settlement, all PAGA Representative Action Members shall release the Released Parties from all Released PAGA Claims. “Released PAGA Claims” means any and all claims for civil penalties alleged under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint in the Actions and/or Plaintiff’s letter(s) and communications with the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint in the Actions or Plaintiff’s letter(s) and communications with the LWDA based on the facts and/or allegations alleged in any complaint in the Actions and/or Plaintiff’s letter(s) and communications with the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: rest periods; meal periods, including alleged rounding violations and/or automatic deductions related thereto; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work and alleged rounding violations; calculation of the regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of compensation required to be included in such calculation; improper deductions from wages; improper deductions of wages; forfeiture of wages; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of expenses; payment of meal and lodging allowance payments; improper deductions from meal and lodging allowance payments; recordkeeping; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing. The release includes, but is not limited to, claims for civil penalties pursuant to California Labor Code sections subdivision (k) of Section 96, Sections 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 218.5, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 500, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Notice of Hearing in this Case

The Court has preliminarily decided to allow Plaintiff to represent the Class Members and has given preliminary approval to a proposed Settlement. A final hearing to consider the fairness of the proposed Settlement is scheduled for [DATE], at [TIME] at the following location:

Fresno County Superior Court, B.F. Sisk Courthouse
Department 403
1130 “O” Street
Fresno, CA 93721

You may but are not required to attend the final hearing. The hearing may be continued or adjourned without further notice to the Class Members.

Due to the COVID-19 pandemic the Court may not be open to the public for the final approval hearing. If you wish to appear remotely to object, you should go to www.fresno.courts.ca.gov/general-information/covid-19 for more information.

More Information About Your Options and Legal Rights

1 Do Nothing.

If you do nothing, you will be deemed part of the Class and you will be issued a money payment from the proposed Settlement. This means that you accept the Court's decisions in this case relating to the Class, and that you cannot bring a separate lawsuit against SHC for the claims released as part of the Settlement, even if you do not cash, deposit, or otherwise negotiate your settlement check. You do not have to pay for the lawyers who have represented the Class in this case so far. If you want to participate in the proposed Settlement but prefer to have your own attorney, you are free to do so. You will, however, have to pay your lawyer's fees and costs. If you also qualify as a PAGA Representative Action Member, you will also receive your Individual PAGA Payment.

2 Object.

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement in writing or by appearing at the final approval hearing. Any written objections must be signed by you, mailed or emailed to the Settlement Administrator, and state: (1) your full name, current address, and telephone numbers; (2) at least one case name and number (*Dunn v. SHC Services, Inc.*, Case No. 21CECG00896 or *Dunn v. SHC Services, Inc.*, Case No. 21CECG01945); (3) the basis for the objection; (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations) for which the objection is based; and (5) whether you intend to appear at the final approval hearing.

Any written objection must be mailed to the Settlement Administrator by [DATE].

Class Members who fail to object in writing or at the final approval hearing shall be deemed to have waived any objections.

3 Opt out of the class.

If you do not want to be a Class Member, you can request to be excluded (*i.e.*, opt out) from the class portion of the Settlement. You can opt out by emailing or mailing a written and signed Request for Exclusion to the Settlement Administrator no later than [DATE]. To be valid, a Request for Exclusion must include your name, signature, address, telephone number, and the last four digits of your Social Security number and shall state the following: "I wish to opt-out of the settlement of the lawsuit titled *Dunn v. SHC Services, Inc.*, pending in the Fresno County Superior Court." The Request for Exclusion will be rejected if it does not contain your telephone number and/or the last four digits of your Social Security number. The date of email or postmark on the Request for Exclusion will be the exclusive means to determine whether a Request for Exclusion was submitted on time. Class Members may rescind their Requests for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than ten (10) business days before the final approval hearing, orally at the final approval hearing, or as otherwise ordered by the Court.

If you opt out, you will not be part of the class portion of the Settlement – meaning you will not be entitled to any recovery under the class portion of the Settlement, will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or comment on the Settlement.

If you are also a PAGA Representative Action Member, you will still be part of the PAGA portion of the Settlement even if you opt out of the class portion of the Settlement. In other words, PAGA Representative Action Members may not opt

out of or be excluded from participating in the PAGA portion of the Settlement and will release the Released PAGA Claims if and when the Court grants final approval and SHC pays the settlement amount.

Contact Information

The Settlement Administrator	Dunn Settlement Administration c/o Phoenix Settlement Administrators [Address 1] [Address 2] [Phone] [Email]
Class Counsel	Ashkan Shakouri, Esq. (SBN 242072) Sharon W. Lin, Esq. (SBN 260443) SHAKOURI LAW FIRM 11601 Wilshire Boulevard Los Angeles, California 90025 Telephone: (310) 575-1827 Facsimile: (310) 575-1872
Defense Counsel	Michael P. Roche (<i>pro hac vice</i> forthcoming) Benjamin M. Ostrander (<i>pro hac vice</i> forthcoming) WINSTON & STRAWN LLP 35 West Wacker Drive Chicago, IL 60601 Telephone: (312) 558-5600 Facsimile: (312) 558-5700 Tristan R. Kirk (SBN: 313262) WINSTON & STRAWN LLP 333 South Grand Avenue, Suite 3800 Los Angeles, CA 90071 Telephone: (213) 615-1700 Facsimile: (213) 615-1750

This Notice is only a summary. Settlement Class Members and PAGA Representative Action Members should contact the Settlement Administrator, Class Counsel, or Defense Counsel at the addresses and telephone numbers listed above with any questions regarding the Settlement.

For a nominal fee, the pleadings, and other records in this litigation, including the Stipulation of Class and Representative Action Settlement Agreement, may be examined online at the Fresno County Superior Court website at:
<https://www.fresno.courts.ca.gov/>

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, OR
THE JUDGE WITH QUESTIONS.**