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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 JACQUELYN CRANTON and KATRENA
16 ARNOLD, individuals, on behalf of
17 themselves and on behalf of all persons
18 similarly situated,

19 Plaintiffs,

20 vs.

21 GROSSMONT HOSPITAL
22 CORPORATION, a California Corporation;
23 and DOES 1 through 50, inclusive,

24 Defendants.

CASE NO.: **37-2022-00001574-CU-OE-CTL**
[Consolidated with Case No.
37-2022-00024671-CU-OE-CTL]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: March 29, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept.: 71

Action Filed: January 13, 2022
Trial Date: Not set

25 I, Kyle Nordrehaug, declare as follows:

26 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
27
28

1 counsel for Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) in this matter. As such,
2 I am fully familiar with the facts, pleadings and history of this matter. The following facts are
3 within my own personal knowledge, and if called as a witness, I could testify competently to the
4 matters stated herein.

5 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
6 preliminary approval of the proposed class action settlement with Grossmont Hospital Corporation
7 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
8 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
9 certifying the Class, which is comprised of “all non-exempt employees who are or previously were
10 employed by Defendant Grossmont Hospital Corporation in the State of California from January 13,
11 2018 to March 20, 2024 (the “Class Period”)”; (3) provisionally appointing Plaintiffs as the
12 representatives of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
13 Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and
14 Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP; Craig J Ackermann of
15 Ackermann & Tilajef, P.C.; and Amire H. Seyedfarshi of Employment Rights Lawyers, APC as
16 Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing
17 that notice of the proposed settlement be given to the class; (7) appointing ILYM Group as
18 Administrator, and (8) scheduling a final approval hearing date, proposed for August 9, 2024 which
19 is at least 120 days from preliminary approval, to consider Plaintiffs’ motion for final approval of
20 the settlement and for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a
21 copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along
22 with exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior
23 Court model form for a class and PAGA settlement. This Declaration incorporates by reference the
24 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
25 in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount

1 of Five Million Nine Hundred Fifty Thousand Dollars (\$5,950,000) (the “Gross Settlement
2 Amount”) is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount
3 will settle all issues pending in the Action between the Parties and will be made in full and final
4 settlement of the Released Class Claims in exchange for the payments to Participating Class
5 Members from the Net Settlement Amount, and includes (a) the costs of administration of the
6 settlement, (b) all attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the
7 PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved Employees.
8 (Agreement at ¶ 1.22.)

9 4. The relief provided in the Settlement will benefit all members of the Class. The
10 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
11 Payments to the Class Members are all determined under a neutral methodology. Each
12 Participating Class Member will receive the same opportunity to participate in and receive payment
13 through a neutral formula that is based upon the Pay Periods for that individual.

14 5. On December 20, 2023, the Parties participated in an all-day mediation session
15 presided over Jeffrey Ross, a respected jurist and experienced mediator of wage and hour class
16 actions. In preparation for the mediation, Defendant provided Class Counsel with payroll, time and
17 employment data, along with and other information regarding the Class Members, various internal
18 documents, and other compensation and employment-related materials. Class Counsel analyzed the
19 data with the assistance of damages expert Berger Consulting and prepared and submitted a
20 mediation brief to the mediator. The final settlement terms were negotiated and set forth in the
21 Agreement now presented for this Court’s approval. Importantly, Plaintiffs and Class Counsel
22 believe that this Settlement is fair, reasonable and adequate.

23 6. Based upon 7,494 Class Members who worked an estimated 550,000 pay periods
24 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$793 per Class
25 Member and \$10 per pay period and after deductions the Net Settlement Amount provides an
26 average recovery of \$493.28 per Class Member and a recovery of \$6.72 per pay period. The
27 calculations to compensate for the amount due for the Class at the time of the mediation were
28 calculated by Berger Consulting, Plaintiffs’ damage expert. As to the Class whose claims are at

1 issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
2 wages for the employees. The maximum potential damages were calculated to be \$3,455,986 for
3 the alleged unpaid wages for off-the-clock work due to rounding, \$628,445 for the alleged unpaid
4 wages due to miscalculation of the regular rate when paying wages, \$1,203,483 for alleged unpaid
5 wages for meal premiums and sick pay, \$8,241,116 for alleged meal period damages based upon a
6 9.5% potential violation rate for shifts worked and after deducting the meal premiums (\$4,213,796)
7 actually paid by Defendant, \$12,454,912 for alleged rest period damages based upon the same 9.5%
8 potential violation rate for shifts worked observed for meal periods, \$1,248,635 for alleged
9 unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the
10 total damage valuation was calculated that Defendant was subject to a maximum damage claim in
11 the amount of \$27,232,577. As to potential penalties, Plaintiffs calculated that potential waiting
12 time penalties were a maximum of between \$17,705,579 and \$33,800,350, and potential maximum
13 wage statement penalties were \$24,264,000.¹ Defendant vigorously disputed Plaintiffs' calculations
14 and exposure theories. Consequently, the Gross Settlement Amount of \$5,950,000 represents more
15 than 21% of the maximum value of the alleged damages at issue in this case at the time this
16 Settlement was negotiated.² The above maximum calculations should then be adjusted in
17 consideration for both the risk of class certification and the risk of establishing class-wide liability
18 on all claims. Given the amount of the settlement as compared to the potential value of claims in
19 this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
23 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
25 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
26 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 Procedural History of the Litigation

2 7. On September 23, 2021, Plaintiff Cranton filed with the LWDA and served on
3 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
4 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.
5 The PAGA Notice by Plaintiff Cranton is attached hereto as Exhibit #3 for the Court's reference.

6 8. On January 13, 2022, Plaintiff Cranton filed a class action Complaint against
7 Defendant in the Superior Court of the State of California, County of San Diego. This class action
8 Complaint asserted class claims against Defendants for: (1) unfair competition in violation of Cal.
9 Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California
10 Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California
11 Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal.
12 Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
13 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of
14 California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation
15 of California Labor Code § 2802; and, (8) failure to provide wages when due in violation of
16 California Labor Code §§ 201, 202 and 203.³ On June 23, 2022, Plaintiff Cranton filed a separate
17 Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's
18 Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties
19 Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq.,
20 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
21 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
22 Order(s). On February 1, 2023, the Parties filed a Stipulation to Consolidated the Class Action and
23 the PAGA Action, with the first-filed Class Action as the lead case, and on February 2, 2023, the
24 Court granted the Parties' Stipulation, deeming the Class Action and PAGA Action consolidated as
25 of that date.

26
27
28 ³ The complaint also alleged an individual claim for retaliation in violation of Labor Code
§1102.5.

1 9. On February 16, 2024, Plaintiff filed a First Amended Consolidated Class and
2 Representative Action Complaint that contains all claims originally filed in the Class Action and
3 PAGA Action, adds Plaintiff Katrena Arnold as a named Plaintiff and Class Representative. The
4 First Amended Consolidated Class and Representative Action Complaint is the operative complaint
5 in the Action (the “Operative Complaint”).

6 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
7 including formal discovery, depositions, and the production of documents, class data, and other
8 information, allowing for the full and complete analysis of liabilities and defenses to the claims in
9 the Action. The information for mediation obtained by Plaintiff included: (1) data concerning the
10 class; (2) payroll data and time punch data for the Class; (3) Defendants’ wage and hour policies;
11 (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by
12 Defendant. As such, Class Counsel received the data and information for the Class, which was
13 sufficient for Plaintiff’s expert to prepare the valuations of the claims for the Class.

14 11. Class Counsel has extensive experience in litigating wage and hour class actions in
15 California. The Parties have vigorously litigated the Action since inception. During the course of
16 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
17 Defendant have engaged in significant discovery, research and investigation in connection with the
18 Action. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of
19 this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

20 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
21 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
22 documents and information in connection with the Action. On December 20, 2023, the Parties
23 participated in an all-day mediation presided over by Jeffrey Ross, a respected and experienced
24 mediator of wage and hour class actions. Following the mediation, each side, represented by its
25 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
26 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
27 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
28 contentious.

1 13. Although a settlement has been reached, Defendant denies any liability or
2 wrongdoing of any kind associated with the claims alleged in the Actions and further denies that,
3 for any purpose other than settlement, the Action is appropriate for class and/or representative
4 treatment. Defendant contends, among other things, that it has complied at all times with the
5 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
6 Defendant contends that class certification is inappropriate for any reason other than for settlement.
7 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
8 that the Action is appropriate for class certification on the basis that the claims meet the requisites
9 for class certification. Without admitting that class certification is proper, Defendant has stipulated
10 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.13.) The
11 Parties agree that certification for settlement purposes is not an admission that class certification is
12 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
13 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
14 Parties stipulate and agree that the requisites for establishing class certification with respect to the
15 Class are satisfied.

16 14. Class Counsel has conducted an investigation into the facts of the class action.
17 Both formal and informal discovery was obtained, which included depositions and the production of
18 thousands of pages of relevant documents. Class Counsel engaged in a thorough review and
19 analysis of the relevant documents and data with the assistance of an expert. Accordingly, the
20 agreement to settle did not occur until Class Counsel possessed sufficient information to make an
21 informed judgment regarding the likelihood of success on the merits and the results that could be
22 obtained through further litigation. In addition, Class Counsel previously negotiated settlements
23 with other employers in actions involving nearly identical issues and analogous defenses. Based on
24 the foregoing data and their own independent investigation, evaluation and experience, Class
25 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
26 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
27 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
28 appellate issues.

1
2 Settlement Terms and Plan of Allocation

3 15. The Gross Settlement Amount is Five Million Nine Hundred Fifty Thousand Dollars
4 (\$5,950,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
5 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
6 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
7 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
8 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
9 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
10 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

11 16. Within thirty (30) business days of the Effective Date, Defendants shall deposit the
12 Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of
13 Individual Class Payments to Participating Class Members along with the other Court-approved
14 distributions shall be made by the Administrator within fourteen (14) days after Defendants fund the
15 Gross Settlement Amount. (Agreement at ¶ 5.1.)

16 17. The amount remaining in the Gross Settlement Amount after the deduction of
17 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
18 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
19 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
20 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
21 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
22 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
23 total number of Pay Periods worked by all Participating Class Members during the Class Period and
24 (b) multiplying the result by each Participating Class Member's Pay Periods. (Agreement at ¶
25 3.2(e).) Pay Periods will be based on Defendant's records, however, Class Members will have the
26 right to challenge the number of Pay Periods.

27 18. Class Members may choose to opt-out of the Settlement by following the directions
28

1 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
2 shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response
3 Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43,
4 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
5 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
6 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request,
7 will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the
8 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).)
9 Finally, the Class Notice advises the Class Members of their right to object to the Settlement and/or
10 dispute their Pay Periods. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

11 19. A Participating Class Member must cash his or her Individual Class Payment check
12 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
13 180 days will be voided and any funds represented by such checks sent to the California
14 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
15 residue" subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

16 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
17 settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator will be paid
18 for settlement administration in an amount not to exceed \$55,000. (Agreement at ¶ 3.2(c).) ILYM
19 Group provided an estimate of \$49,450 for administration expenses.

20 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
21 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
22 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
23 Class Counsel Litigation Expenses Payment in an amount not to exceed \$70,000. (Agreement at ¶
24 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$12,500
25 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

26 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
27 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
28 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$120,000. (Agreement at ¶

1 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
2 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
3 ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
4 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
5 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
6 been served with this motion and the Agreement.

7
8 Risks of Continued Litigation and Standards for Approval

9 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
10 litigate and trying this Action against Defendant through possible appeals which could take several
11 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
12 especially in complex class actions such as this Action. Class Counsel is also mindful of and
13 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
14 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
15 Settlement set forth in the Agreement is in the best interest of the Class Members.

16 24. Here, a number of defenses asserted by Defendant present serious threats to the
17 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
18 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
19 time worked and that all work time was properly recorded. Defendant maintained there was no
20 miscalculation of the regular rate when paying wages to the Plaintiffs and the Class. Defendant also
21 maintains that as to Class Members in the union, they are not covered by Labor Code §510
22 (overtime) under California law. Defendant contends that its meal and rest period policies fully
23 complied with California law and Defendant did not fail to provide the opportunity for legally
24 required meal and rest breaks. Defendant could argue that its payment of significant meal period
25 premiums is evidence of its lawful practices, and as to rest periods, there was a pay code to claims
26 rest period premiums that was used frequently by the Class. Defendant contend that there was no
27 failure to pay for business expenses and any cell phone usage was merely convenient and voluntary
28 such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme

1 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,
2 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
3 argues that based on its facially lawful practices, Defendant acted in good faith and without
4 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
5 wage statements. If successful, Defendant's defenses could eliminate or substantially reduce any
6 recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
7 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

8 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
9 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
10 recover on behalf of any employees other than herself. At the time of the mediation, Defendant
11 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
12 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
13 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
14 wide recovery even where the class has been certified. While other cases have approved class
15 certification in wage and hour claims, class certification in this action was hotly disputed and the
16 maintenance of a certified class through trial was by no means a foregone conclusion.

17 26. This settlement is therefore certainly entitled to preliminary approval. Were this
18 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
19 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

20 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
21 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
22 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
23 of litigation. The Declaration of the Plaintiffs are submitted herewith in support. At this stage, the
24 requested service award of \$12,500 is within the accepted range of awards for purposes of
25 preliminary approval. See e.g. *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
26 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
27 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
28 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.

1 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
2 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
3 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
4 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
5 overtime class action and a pool of \$100,000 in enhancements).

6 28. The stage of the proceedings at which this Settlement was reached also militates in
7 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
8 conducted a thorough investigation into the facts of the class action. Class Counsel began
9 investigating the Class Members' claims before the Action were filed, and during the course of
10 litigation, depositions were taken and Class Counsel and engaged in both formal and informal
11 discovery to obtain necessary information. Class Counsel conducted a review and analysis of the
12 relevant documents and data. Class Counsel was also experienced with these claims, as Class
13 Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement
14 to settle did not occur until Class Counsel possessed sufficient information to make an informed
15 judgment regarding the likelihood of success on the merits and the results that could be obtained
16 through further litigation.

17 29. Based on the foregoing data and their own independent investigation and evaluation,
18 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
19 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
21 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
22 Counsel for both parties possessed sufficient information to make an informed judgment regarding
23 the likelihood of success on the merits and the results that could be obtained through further
24 litigation.

25
26 Class Certification Issues

27 30. Plaintiffs contends that the proposed settlement meet all of the requirements for class
28

1 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
2 the Court may appropriately approve the Class as defined in the Agreement. This Court should
3 conditionally certify the Class for settlement purposes only, defined as follows:

4 All non-exempt employees who are or previously were employed by Defendant
5 Grossmont Hospital Corporation in the State of California from January 13, 2018 to
March 20, 2024 (the "Class Period").

6 (Agreement at ¶ 1.5.)

7 a. **Numerosity** - Here, Plaintiffs assert that the 7,494 current and former
8 employees that comprise the Class can be identified based on Defendant's records and are
9 sufficiently numerous for class certification.

10 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
11 questions of law and fact are present, specifically the common questions of whether Defendant's
12 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
13 Class Members, whether Class members were lawfully compensated for all hours worked, whether
14 Defendant failed to provide required expense reimbursement, and whether Class Members are
15 entitled to damages and penalties as a result of these practices. Plaintiffs contend that certification
16 of this Class is appropriate because Defendant allegedly engaged in uniform practices with respect
17 to the Class Members. As a result, these common questions of liability could be answered on a
18 class wide basis.

19 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
20 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
21 non-exempt employees, and, like every other member of the Class, were subject to the same
22 employment practices. Plaintiffs, like every other member of the Class, also claim owed
23 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
24 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
25 Defendant, involve the same issues, and are based on the same legal theories.

26 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
27 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
28 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This

1 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
2 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
3 communicated with Class Counsel, provided documents and information to Class Counsel, and
4 participated in the investigation and resolution of the Action. The personal involvement of the
5 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
6 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
7 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
8 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
9 set of facts and legal theories.

10 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
12 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
13 experience. We have handled a number of class actions and complex cases and have acted both as
14 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
15 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
16 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
17 employment law class actions, including claims for misclassification, overtime, expense
18 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
20 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
21 adequate counsel by the courts throughout California. We have been approved as experienced class
22 counsel by both state and federal courts in California in contested class certification proceedings. A
23 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
24 settlement is defined as "all non-exempt employees who are or previously were employed by
25 Defendant Grossmont Hospital Corporation in the State of California from January 13, 2018 to
26 March 20, 2024." I have reviewed my firm's cases and representation of other plaintiffs and there
27 is no conflict or representation which would prevent my firm from representing the interests of the
28 Class this case. My firm only represents employees, and not employers. My firm has never

1 represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject
2 matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally,
3 our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to
4 pursue the claims on behalf of other employees and classes as the claims are all against different
5 and distinct employers. I can think of no conflict that would arise in our representation of the Class
6 and our adequate representation of the Class is evidenced by the successful prosecution of the class
7 claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class
8 Counsel have any affiliation with the proposed Administrator for this settlement. Thus, the
9 adequacy requirement for my firm is satisfied.

10 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
11 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
12 "A" to the Agreement.) In accordance with the Agreement, Defendant will provide to the
13 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶
14 4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to
15 all Class Members via first-class U.S. Mail using the most current mailing address information
16 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)
17 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
18 opt out, including a description of the applicable release; (iii) information to the Class Members
19 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
20 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
21 sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of
22 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
23 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
24 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class
25 Members shall be given the opportunity to object to the Settlement and the request for attorneys'
26 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
27 Members who do not submit a timely and proper request to opt-out will automatically receive a
28 payment of their Individual Class Payment. This notice program was designed to meaningfully

1 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

2
3 33. The PAGA Claim -

4 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
5 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
6 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
7 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
8 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
9 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
10 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
11 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
12 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
13 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
14 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
15 class members." (LWDA Response at p.4).

16 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
17 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
18 \$14,284,200 and \$28,568,400 for a single violation in every one of the 285,684 pay periods at issue
19 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
20 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
21 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
22 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
23 \$120,000. This allocation is justified by several important considerations. First, the PAGA claim
24 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional

25
26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$14,284,200 and \$1,116,300 is the civil penalty amount without stacking.
28 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
2 Importantly, Defendant argued that as a non-profit hospital, significant PAGA penalties would be
3 unlikely and would be reduced under such particular “circumstances” under Cal. Labor Code
4 §2699(e)(2) and/or “would result in an award that is unjust, arbitrary and oppressive, or
5 confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties
6 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
7 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
8 PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App.
9 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per
10 violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than
11 Plaintiff’s calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that
12 violations for all 285,684 pay periods were established, using the valuation from *Carrington* results
13 in a potential recovery of only \$1,428,420 under PAGA. This means that the PAGA allocation in
14 the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
15 PAGA are also served by the Class recovery under the reasoning of the LWDA in *O’Connor v.*
16 *Uber*.

17 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
18 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
19 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
20 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
21 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
22 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
23 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
24 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
25 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
26 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
27 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
28 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA

1 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
2 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
3 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
4 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
5 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
6 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
7 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
8 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
9 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
10 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
11 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
12 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
13 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
14 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
15 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
16 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
17 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
18 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
19 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
20 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
21 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
22 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
23 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
24 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
25 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
26 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
27 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
28 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement

1 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
2 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
3 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
4 0.34% of \$1,450,000 settlement amount).

5
6 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
7 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
8 reasonable, and at the time of final approval, my firm will present lodestar to further support the
9 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
10 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
11 of the class action awards obtained by Class Counsel in similar employment actions throughout the
12 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
13 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
14 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
15 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
16 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
17 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
18 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
20 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
21 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
22 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
23 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
24 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
25 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
26 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
27 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
28 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On

1 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
2 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
3 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
4 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
5 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
6 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
7 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
8 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
9 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
10 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
11 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
12 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
13 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
14 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
15 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
16 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
17 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
18 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
19 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
20 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
21 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
22 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
23 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior
24 Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and
25 hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
26 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee
27 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
28 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a

1 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
2 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
3 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
4 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
5 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
6 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
7 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
8 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
9 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
10 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
11 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
12 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
13 (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a
14 one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v.*
15 *Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge
16 Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On
17 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case
18 no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
19 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of
20 the fees that have been awarded in other similar cases.

21
22 35. Class Representative Service Payments - The reasonableness of the requested service
23 award is also established by reference to the amounts that other California courts have found to be
24 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
25 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
26 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
27 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
28 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);

1 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
2 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
3 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
4 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
5 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
6 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
7 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
8 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
9 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
10 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
11 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
12 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
13 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
14 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
15 2011)(awarding \$10,000 service award together with additional compensation for their general
16 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
17 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
18 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
19 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
20 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
21 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
22 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
23 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
24 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
25 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
26 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
27 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
28 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS

1 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
2 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
3 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
4 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
5 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
6 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
7 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
8 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
9 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
10 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
11 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
12 2018) (awarding \$10,000 service award).

13
14 36. Potentially Related Other Actions - Besides this Action, I am aware of no other
15 related cases pending against Defendant which would be impacted by this settlement. (Agreement
16 at ¶ 2.14.) I have searched the PAGA database maintained by the LWDA, and a search of the
17 Defendant evidences no other pending PAGA claims.

18
19 37. Administration - After seeking bids from qualified administrators, the estimate from
20 ILYM Group is was selected, as it provided for an estimate of \$49,450 to perform the settlement
21 administration for a Class of up 8,370, with any difference between the actual expenses and the
22 budget of \$55,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
23 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
24 couple years and know them to be competent and experienced. My firm has no relationship or
25 connection with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4
26 is a true and correct copy of the Declaration of Anthony Rogers from ILYM Group which includes
27 the estimate for administration from ILYM Group for this matter.

1 Service on the LWDA:

2 38. At the same time as the filing and service of this declaration, I am also serving the
3 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
4 Settlement Agreement. This service is verified by the accompanying proof of service.
5

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 4th day of March, 2024, at La Jolla, California.
8

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug, Esq.
11 Attorney for Plaintiffs
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) and defendant Grossmont Hospital Corporation (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the consolidated class and representative action lawsuit alleging wage and hour violations against Defendant captioned *Jacquelyn Cranton v. Grossmont Hospital Corporation*, Case No. 37-2022-00001574-CU-OE-CTL, initiated on January 13, 2022 and pending in Superior Court of the State of California, County of San Diego, which was consolidated with *Jacquelyn Cranton v. Grossmont Hospital Corporation*, Case No. 37-2022-00024671-CU-OE-CTL by Court Order dated February 2, 2023.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant in the state of California during the PAGA Period.
- 1.5. “Class” all non-exempt employees who are or previously were employed by Defendant Grossmont Hospital Corporation (“Defendant”) in the State of California from January 13, 2018 to the earlier of preliminary approval or March 20, 2024 (the “Class Period”).
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”); Craig J Ackermann of Ackermann & Tilajef, P.C. (“A&T”); and Amire H. Seyedfarshi of Employment Rights Lawyers, APC (“ERL”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved

by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, personal email address (if known and available to Defendant), and number of Pay Periods and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 13, 2018 through the earlier of preliminary approval or March 20, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendant” means Grossmont Hospital Corporation.

- 1.18. “Defense Counsel means Jody Landry and Krystal Weaver of Littler Mendelson, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, 61 days after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, and actually files an appeal, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Million Nine Hundred Fifty Thousand Dollars (\$5,950,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments (including employee owed taxes on the Wage Portion of the Individual Class Payments), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period and for which a wage statement was actually issued.
- 1.31. “PAGA Period” means the period of time from September 23, 2020 through the earlier of preliminary approval or March 20, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Cranton’s September 23, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a),
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$30,000) and the 75% to LWDA (\$90,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Pay Period” means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for which a wage statement was issued.
- 1.37. “Plaintiffs” means Jacqueline Cranton and Katrena Arnold, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all of the following claims for violations of the Labor Code that were actually alleged or that could have been alleged based upon the facts

alleged in the Operative Complaint in the Action on behalf of the Class Members for the entire Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based upon the facts alleged in the Operative Complaint in the Action, arising at any time during the Class Period, including: (a) failure to pay wages including overtime and minimum wage for all hours worked, as well as sick pay at the regular rate of pay; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to timely pay wages at termination/end of employment and during employment; (e) failure to provide accurate wage statements; (f) failure to indemnify for necessary business expenses; (h) unfair business practices (Business and Professions Code section 17200 et seq.); (i) claims for violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (j) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Members; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Operative Complaint filed in the Action; and (l) all claims that Plaintiffs, the Class Members may have against the Released Parties that were based on the facts alleged in the Operative Complaint for: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Agreement entered into by the parties; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment pursuant to this Agreement entered into by the Parties. The release of the Released Claims shall be effective as to the entire Class Period, defined above; and expressly exclude all other claims, including claims regarding Defendant's obligation to separately pay for Defendant's share of payroll taxes due as a result of this settlement, for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period, and Cranton's individual wrongful termination/retaliation claim.

1.40. "Released PAGA Claims" means all claims for civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by Plaintiffs based on the facts in the PAGA Letters and Operative Complaint, on behalf of the State of California, and the PAGA Employees for the entire PAGA Period, as well as any and all claims for PAGA Penalties that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's PAGA Letters and Operative Complaint in each case that makes up the Action, arising at any time during the PAGA Period, including: (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, *et. seq.*, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et. seq.*, 2802, (b) penalties under PAGA for violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (c) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period.

1.41. "Released Parties" means Defendant as well as its parent and sole member, and all of

its affiliated entities.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

The Class Action

2.1. On January 13, 2022, Plaintiff Cranton filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Cranton Class Action”). Plaintiff Cranton’s Class Action complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; .
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;; and,
- (h) Retaliated against Plaintiff Cranton in violation of Labor Code §§ 1102.5, *et seq.*¹

2.2. On April 1, 2022, Defendant filed an Answer to Plaintiff Cranton’s Class Action Complaint, asserting thirty-nine (39) affirmative defenses;

2.3. On April 4, 2022, Defendant removed Plaintiff Cranton’s Class Action Complaint to the United States District Court for the Southern District of California pursuant to 28 U.S.C.

¹ Plaintiff Cranton’s cause of action for retaliation was brought by Plaintiff individually, whereas the remaining causes of action were brought on a classwide basis.

sections 1331 and 1441(a).

- 2.4. On May 4, 2022, Plaintiff Cranton filed a Motion to Remand the matter to state court, which the United States District Court for the Southern District of California granted on November 1, 2022.

The PAGA Action

- 2.5. On June 23, 2022, Plaintiff Cranton filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
- 2.6. On September 1, 2022, Defendant filed an answer to Plaintiff Cranton’s Representative Action Complaint, asserting twenty-six (26) affirmative defenses.

Consolidation and Pleading Amendments

- 2.7. On February 1, 2023, the Parties filed a Stipulation to Consolidated the Class Action and the PAGA Action, with the first-filed Class Action as the lead case.
- 2.8. On February 2, 2023, the Court granted the Parties’ Stipulation, deeming the Class Action and PAGA Action consolidated as of that date.
- 2.9. As part of this Agreement, the Parties stipulated to the filing of a First Amended Consolidated Class and Representative Action Complaint that contains all claims originally filed in the Class Action and PAGA Action, adds Plaintiff Katrena Arnold as a named Plaintiff and Class Representative, and adds A&T and ERL as Class Counsel. The First Amended Consolidated Class and Representative Action Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on February 16, 2024.
- 2.10. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.11. On December 20, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Ross, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces

and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.12. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.13. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.14. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$5,950,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$12,500 each (in addition to any individual, non-wage and hour settlements, Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not each exceed this amount. As part of the motion for Class Counsel Fees Payment

and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiffs agree not to appeal the Court's final ruling regarding the amount of the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,983,333, and a Class Counsel Litigation Expenses Payment of not more than \$70,000. Class Counsel Fees Payment will be allocated among Class Counsel as follows: 50% to BNBD; 25% to A&T; and 25% to ERL. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Plaintiffs agree not to appeal the Court's final ruling regarding the amount of attorney's fees and costs.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$55,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$55,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Plaintiffs agree that they will not appeal any such award of a lesser amount of the Administration Expenses Payment.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$120,000 to be paid from the Gross Settlement Amount, with 75% (\$90,000) allocated to the LWDA PAGA Payment and 25% (\$30,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$30,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees

during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Defendant will provide the number of PAGA Pay Periods.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. Defendant will provide the number of Pay Periods.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Pay Periods. Based on its records and as of the end of September 2023, Defendant represented that the Class consists of 7,494 (4,629 non BU employees and 2,865 BU employees) Class Members who collectively worked a total of 526,471 Pay Periods through that same date. At the mediation the Parties estimated that there would be 550,000 pay periods through December of 2023.
- 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class

Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 120 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator

shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, and (c) all claims Plaintiffs may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to this Agreement; and (ii) the payment, taxation and allocation of Plaintiffs' Class Representative Service Payments, Individual Class Payments, and Individual PAGA Payments pursuant to this Agreement ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. However, Plaintiffs' release includes any and all other claims, known or unknown, against Defendant through the end of the Class Period. However, expressly excluded from Plaintiffs' Release are any of Plaintiff Cranton's individual non-wage and hour claims that are subject to a separate confidential settlement agreement (see below).

(a) Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- (b) Plaintiff Cranton's Other Claims. Plaintiff Cranton represents that she has additional individual, non-wage and hour claims against Defendant. Plaintiff Cranton is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff Cranton will also separately be paid for resolution of her individual claims as set forth in her separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff Cranton is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the Settlement.

7. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Pay Periods for the Class during the Class Period...

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA

Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and (vii) timely transmitting to the LWDA of all necessary PAGA documents, including the initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2), and a copy of the Judgment (Labor Code section 2699, subd. (l)(3)). In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number

and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Pay Periods and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-

mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5 Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the

claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

8.7 Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

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

Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit

to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the qualifying Pay Periods worked by the Class Members during the Class Period set forth in paragraph 4.1 ultimately increase by more than 10% (i.e. if the pay periods paid exceed 605,000), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of pay periods reaches 605,000, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by the Class Members above the 10% (i.e., if there was an 11 % increase in the number pay periods during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1 %).
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly

disputed claims. It is acknowledged by Defendant that it is participating in this settlement to avoid the expense, inconvenience and delay of further litigation. Nothing in this Agreement is intended or should be construed as an admission by Defendant or any wrongdoing or that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Plaintiffs' claims lack merit or that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval or Final Approval or enter Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Neither Plaintiffs nor Plaintiffs' counsel will publicize this settlement by Defendant's name or location (i.e., an institution in San Diego County), through a press release, posting on counsels' website, in social media or by any other public means, other than necessary court filings and proceedings associated with the settlement. Nothing in this provision is intended to prohibit (i) Plaintiffs from discussing this settlement with their spouse or partner, attorneys or tax advisor; or (ii) Plaintiffs' counsel from communicating with putative class members in this case or with the court in which this action is pending.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying

the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant.

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

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

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Craig J. Ackermann
Ackermann & Tilajef, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212
Tel.: (310) 277-0614
E-Mail: cja@ackermanntilajef.com

Amir H. Seyedfarshi
6380 Wilshire Blvd., Suite 1602
Los Angeles, CA 90048
Los Angeles, California 90035
Tel.: (424) 777-0964
E-Mail: amir@employmentrightslawgroup.com

To Defendant:

Jody A. Landry
Krystal Weaver
Littler Mendelson, P.C.

501 W. Broadway, Suite 900
San Diego, CA 92101
Tel.: (619) 232-0441
Fax: (619) 232-4302
E-Mail: jlandry@littler.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, and for not less than one (1) year, from the execution of the Memorandum of Understanding until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 21, 2024



Jacquelyn Cranton (Feb 21, 2024 12:03 PST)
Plaintiff Jacqueline Cranton

Dated: Feb 21, 2024



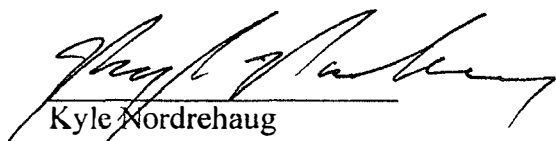
Katrena Arnold (Feb 21, 2024 13:36 PST)
Plaintiff Katrena Arnold

Dated: 2-26-24



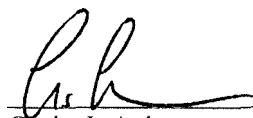
RICK L. GROSSMAN [name]
For Defendant Grossmont Hospital Corporation

Dated: 2/21/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: February 21, 2024



Craig J. Ackermann
Ackermann & Tilajef, P.C.
Attorney for Plaintiffs

Dated: _____

Amir H. Seyedfarshi
Employment Rights Lawyers, APC.
Attorney for Plaintiffs

Approved As to Form:

Dated: February 26, 2024



Jody A. Landry
Littler Mendelson, P.C.
Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Craig J. Ackermann
Ackermann & Tilajef, P.C
Attorney for Plaintiffs

Dated: 02/21/2024

Amir Seyedfarshi

Amir H. Seyedfarshi
Employment Rights Lawyers, APC.
Attorney for Plaintiffs

Approved As to Form:

Dated: _____

Jody A. Landry
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

***Cranton et al. v. Grossmont Hospital Corporation, Superior Court of the State of California,
County of San Diego, Case No. 37-2022-00001574-CU-OE-CTL,
consolidated with Case No. 37-2022-00024671-CU-OE-CTL***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendant Grossmont Hospital Corporation (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all non-exempt employees who are or previously were employed by Defendant Grossmont Hospital Corporation (“Defendant”) in the State of California during the Class Period (January 13, 2018 through March 20, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who are or previously were employed by Defendant in the state of California during the PAGA Period (September 23, 2020 through March 20, 2024) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked << _____>> Pay Periods during the Class Period and you worked << _____>> PAGA Pay Periods.** If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully

read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and

	will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion from the Class Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2024 at 9:30 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 71 before Judge Gregory W. Pollack. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Pay Periods / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Pay Periods you were paid during the Class Period and how many PAGA Pay Periods you were paid during the PAGA Period, respectively. The number of Pay Periods during the Class Period and number of PAGA Period Pay Periods according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant Grossmont Hospital Corporation (“Defendant”) in the State of California from January 13, 2018 to March 20, 2024 (the “Class Period”).

2. What is this class action lawsuit about?

On January 13, 2022, Plaintiff Cranton commenced filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2022-00001574-CU-OE-CTL (“Class Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, and failure to reimburse employees for required expenses. On June 23, 2022, Plaintiff Cranton filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

On February 2, 2023, the Court granted the Parties’ Stipulation, deeming the Class Action and PAGA Action consolidated as of that date. These two consolidated lawsuits are referred to in this Class Notice as the “Action.” On _____, 2024, Plaintiffs filed a First Amended Consolidated Class and Representative Action Complaint that contains all claims originally filed in the Class Action and PAGA Action, adds Plaintiff Katrena Arnold as a named Plaintiff and Class Representative, and adds Ackermann & Tilajef, P.C. and Employment Rights Lawyers, APC as attorneys for the Plaintiffs. The First Amended Consolidated Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law or paid a premium in lieu thereof; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Ackermann & Tilajef, P.C. and Employment Rights Lawyers, APC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded

that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Million Nine Hundred Fifty Thousand Dollars (\$5,950,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means 61 days after the Court enters Judgment, unless there are appeals in which case the Effective Date is when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$55,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,983,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$70,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The Class Counsel Fees Payment shall be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Ackermann & Tilajef, P.C., and 25% to Employment Rights Lawyers, APC. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$12,500 each to the two (2) named Plaintiffs as service awards, for a combined total of \$25,000, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$120,000 relating to Plaintiff's claim under PAGA, 75% (\$90,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$30,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$30,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period and for which a wage statement was actually issued. The PAGA Period is September 23, 2020 through March 20, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$3,696,667**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member is based on their Pay Periods during the Class Period and/or PAGA Period. "Pay Period" means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for which a wage statement was issued. The number of Pay Periods worked will be based on Defendant's records, however, Class Members may challenge the number of Pay Periods worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage

withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. "Released Class Claims" are all of the following claims for violations of the Labor Code that were actually alleged or that could have been alleged based upon the facts alleged in the Operative Complaint in the Action on behalf of the Class Members for the entire Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based upon the facts alleged in the Operative Complaint in the Action, arising at any time during the Class Period, including: (a) failure to pay wages including overtime and minimum wage for all hours worked, as well as sick pay at the regular rate of pay; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to timely pay wages at termination/end of employment and during employment; (e) failure to provide accurate wage statements; (f) failure to indemnify for necessary business expenses; (h) unfair business practices (Business and Professions Code section 17200 et seq.); (i) claims for violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (j) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Members; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Operative Complaint filed in the Action; and (l) all claims that Plaintiffs, the Class Members may have against the Released Parties that were based on the facts alleged in the Operative Complaint for: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Agreement entered into by the parties; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment pursuant

to this Agreement entered into by the Parties. The release of the Released Claims shall be effective as to the entire Class Period, defined above; and expressly exclude all other claims, including claims regarding Defendant's obligation to separately pay for Defendant's share of payroll taxes due as a result of this settlement, for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period, and Cranton's individual wrongful termination/retaliation claim.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The "Released PAGA Claims" are all claims for civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action by Plaintiffs based on the facts in the PAGA Letters and Operative Complaint, on behalf of the State of California, and the PAGA Employees for the entire PAGA Period, as well as any and all claims for PAGA Penalties that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's PAGA Letters and Operative Complaint in each case that makes up the Action, arising at any time during the PAGA Period, including: (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, *et. seq.*, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et. seq.*, 2802, (b) penalties under PAGA for violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (c) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties collectively mean: Defendant as well as its parent and sole member, and all of its affiliated entities.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Pay Periods during the Class Period (January 13, 2018 through March 20, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (September 23, 2020 through March 20, 2024). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 59 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, 2024 at 9:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties is \$120,000, of which \$30,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your Individual PAGA Payment, if any, is set forth in Section 5 above.**

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than _____ [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Cranton v. Grossmont Hospital Corporation* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Cranton v. Grossmont Hospital Corporation*, Case No. 37-2022-00001574-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, 2024, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cranton v. Grossmont Hospital Corporation* or on the Court's website via the Register of Actions page for the California Superior Court for the County _____ of _____ San _____ Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00001574.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Cranton v. Grossmont Hospital Corporation*, Case No. 37-2022-00001574-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information

concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Jody A. Landry
Krystal Weaver
Littler Mendelson, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on _____, 2024, in Department 71 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Gregory W. Pollack. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cranton v. Grossmont Hospital Corporation*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00001574.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Cranton v. Grossmont Hospital Corporation* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cranton v. Grossmont Hospital Corporation*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00001574. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JACQUELYN CRANTON and KATRENA
ARNOLD, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

GROSSMONT HOSPITAL CORPORATION,
a California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2022-00001574-CU-OE-CTL**

[Consolidated with Case No.
37-2022-00024671-CU-OE-CTL]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Gregory W. Pollack
Dept.: 71

Date Action Filed: January 13, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court
2 of the State of California, in and for the County San Diego, on _____[DATE], for the
3 motion by Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) for preliminary
4 approval of the class settlement with Defendant Grossmont Hospital Corporation (“Defendant”).
5 The Court, having considered the briefs, argument of counsel and all matters presented to the
6 Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of
7 Class Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
13 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
14 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
15 Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is Five Million Nine Hundred Fifty Thousand
19 Dollars (\$5,950,000). It appears to the Court on a preliminary basis that the settlement amount
20 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
21 against the probable outcome of further litigation and the significant risks relating to certification,
22 liability and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
26 further prosecution of the Action. It further appears that the Settlement has been reached as the
27 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily

1 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
2 outcome of further litigation and the significant risks relating to certification, liability, and
3 damages issues.

4 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$70,000, and
6 proposed Class Representative Service Payments to each of the Plaintiffs in an amount not to
7 exceed \$12,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the
8 amount of any service award, until the Final Approval Hearing.

9 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all non-exempt employees
13 who are or previously were employed by Defendant Grossmont Hospital Corporation in the State
14 of California from January 13, 2018 to March 20, 2024 (the "Class Period")."

15 6. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
21 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)
23 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
24 representatives of the Class.

25 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
27 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
28

1 Nordrehaug Bhowmik De Blouw LLP; Craig J Ackermann of Ackermann & Tilajef, P.C.; and
2 Amire H. Seyedfarshi of Employment Rights Lawyers, APC as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Court Approved Notice of
4 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
5 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
8 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
10 and this Order meets the requirements of due process, is the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
13 the Agreement.

14 9. The Court hereby appoints ILYM Group as Administrator. No later than fifteen
15 (15) business days after preliminary approval of the Settlement by the Court, Defendant shall
16 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
17 will perform address updates and verifications as necessary prior to the mailing of the Class
18 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
19 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
20 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
21 Class Member addresses using the National Change of Address database.

22 10. The Court hereby preliminarily approves the proposed procedure for exclusion
23 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
24 from the Class as provided in the Class Notice by following the instructions for requesting
25 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
26 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
27 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
28

1 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
2 person who chooses to opt out of and be excluded from the Class will not be entitled to any
3 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
4 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
5 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
6 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
7 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
8 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
9 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims in the
10 Agreement regardless of their Request for Exclusion as there is no right for Aggrieved Employees
11 to opt of the settlement of the PAGA claims.

12 11. Any Class Member who has not opted out ("Participating Class Member") may
13 appear at the final approval hearing and may object or express the Member's views regarding the
14 Settlement and may present evidence and file briefs or other papers that may be proper and
15 relevant to the issues to be heard and determined by the Court as provided in the Notice.
16 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
17 days from the date of the mailing of the Class Notices, to submit their written objections to the
18 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
19 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
20 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
21 oral objection.

22 12. A Final Approval Hearing shall be held before this Court on _____
23 _____ 2024, at _____ in Department 71 at the San Diego County Superior Court to
24 determine all necessary matters concerning the Settlement, including: whether the proposed
25 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
26 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
27 Order and Judgment should be entered herein; whether the plan of allocation contained in the
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1 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
2 finally approve attorneys' fees and costs, the service awards, and the expenses of the
3 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs
4 and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and
5 served on all counsel no later than sixteen (16) court days before the hearing.

6 13. Neither the Settlement nor any exhibit, document, or instrument delivered
7 thereunder shall be construed as a concession or admission by Defendant in any way that the
8 claims asserted have any merit or that this Action was properly brought as a class or representative
9 action, and shall not be used as evidence of, or used against Defendant as, an admission or
10 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
11 omission by Defendant or with respect to the truth of any allegation asserted by any person.
12 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
13 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
14 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
15 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
16 evidence of a presumption, concession, indication or admission by Defendant of any liability,
17 fault, wrongdoing, omission, concession or damage.

18 14. In the event the Settlement does not become effective in accordance with the terms
19 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
20 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
21 and the Parties shall revert to their respective positions as of before entering into the Agreement,
22 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
23 including all available defenses and affirmative defenses, and arguments that any claim in the
24 Action could not be certified as a class action and/or managed as a representative action. In such
25 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
26 referred to in litigation for any purpose.

1 15. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
6 further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. GREGORY W. POLLACK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JACQUELYN CRANTON and KATRENA
ARNOLD, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

GROSSMONT HOSPITAL CORPORATION,
a California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2022-00001574-CU-OE-CTL**

[Consolidated with Case No.
37-2022-00024671-CU-OE-CTL]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Gregory W. Pollack
Dept.: 71

Date Action Filed: January 13, 2022
Trial Date: Not set

1 The motions of Plaintiffs Jacqueline Cranton and Katrena Arnold (“Plaintiffs”) for an
2 order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Grossmont Hospital Corporation (“Defendant”) and for an award of attorneys’ fees and
4 costs, service payments, and the fees of the Administrator duly came on for hearing on
5 _____ before the Honorable Gregory W. Pollack.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Million Nine Hundred
16 Fifty Thousand Dollars (\$5,950,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about
4 _____. Mailing of the Class Notice to their last known addresses was the best notice
5 option under the circumstances and was reasonably calculated to communicate actual notice of the
6 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
7 fully and accurately informed the Class Members of all material elements of the proposed
8 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
9 Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully
10 with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was _____, which was extend by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Jeffrey Ross, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third of the
20 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
21 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
22 the results achieved by Class Counsel. The requested award has been supported by Class
23 Counsel's lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$12,500 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in the litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to
7 the Plaintiffs, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$120,000, which shall be allocated with 75% (\$90,000) allocated to the LWDA PAGA Payment
14 and 25% (\$30,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$30,000) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved
19 Employees are all non-exempt employees who are or previously were employed by Defendant in
20 the state of California during the PAGA Period, which is September 23, 2020 through March 20,
21 2024. The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
22 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement, because the Aggrieved
24 Employees do not have the right to opt out of the PAGA portion of the Settlement.

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The certification of the Class for the purposes of settlement is confirmed. The
5 Class is defined as follows:

6 All non-exempt employees who are or previously were employed by Defendant
7 Grossmont Hospital Corporation in the State of California from January 13, 2018 to
8 March 20, 2024 (the "Class Period").

9 2. All persons who meet the foregoing definition are members of the Class, except for
10 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
11 REFERENCE TO IDENTIFY ANY OPT OUTS]. Any opt-out who is also an Aggrieved
12 Employee is still bound by the release of the Released PAGA Claims.

13 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
14 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
15 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
16 the Administrator no later than thirty (30) business days after the Effective Date

17 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
18 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
19 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

20 5. The payment of the Class Representative Service Payments in the amount of \$
21 _____ to each of the Plaintiffs is approved.

22 6. The payment of \$_____ to the Administrator for their fees and expenses
23 is approved.

24 7. The PAGA Penalties in the amount of \$120,000 are approved and shall be allocated
25 in accordance with the Agreement.

26 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
28 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for

1 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
2 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
3 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
4 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
5 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
6 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
7 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
8 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
9 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
10 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
11 Released PAGA Claims.

12 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members. Plaintiffs shall serve this Final Approval Order and Judgment on
17 the LWDA.

18 10. If the Agreement does not become final and effective in accordance with the terms
19 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
20 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
21 revert to their respective positions as of before entering into the Agreement, and expressly reserve
22 their respective rights regarding the prosecution and defense of this Action, including all available
23 defenses and affirmative defenses, and arguments that any claim in the Action could not be
24 certified as a class action and/or managed as a representative action.

1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
3 Plaintiff, and all members of the Class, shall take nothing in the Action.

4 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
6 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
7 arising from or in connection with the distribution of settlement benefits.

8 3. The Parties are authorized to agree to and to adopt such amendments, modifications
9 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
10 Final Approval Order and Judgment and as approved by the Court.

11 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
12 provided in the Agreement and in this Final Approval Order and Judgment.

13 5. As of the Effective Date and upon full funding of the Gross Settlement Amount by
14 Defendant, Participating Class Members, on behalf of themselves and their respective former and
15 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
16 Released Parties from the Released Class Claims. "Released Class Claims" are all of the
17 following claims for violations of the Labor Code that were actually alleged or that could have
18 been alleged based upon the facts alleged in the Operative Complaint in the Action on behalf of
19 the Class Members for the entire Class Period, as well as any and all wage and hour claims and
20 that were asserted or could have been asserted based upon the facts alleged in the Operative
21 Complaint in the Action, arising at any time during the Class Period, including: (a) failure to pay
22 wages including overtime and minimum wage for all hours worked, as well as sick pay at the
23 regular rate of pay; (b) failure to provide meal periods; (c) failure to provide rest periods; (d)
24 failure to timely pay wages at termination/end of employment and during employment; (e) failure
25 to provide accurate wage statements; (f) failure to indemnify for necessary business expenses; (h)
26 unfair business practices (Business and Professions Code section 17200 et seq.); (i) claims for
27 violation of the provisions of Wage Order 5 regarding alleged unpaid wages (both minimum wage
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1 and overtime), failure to provide meal periods, failure to authorize and permit rest breaks, failure
2 to provide seating; (j) claims for the attorney's fees and costs incurred in the prosecution of this
3 Action on behalf of the Class Members; (k) any other claims, remedies, penalties, or interest that
4 could have been plead based on the facts alleged in the Operative Complaint filed in the Action;
5 and (l) all claims that Plaintiffs, the Class Members may have against the Released Parties that
6 were based on the facts alleged in the Operative Complaint for: (i) the payment, taxation, and
7 allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Agreement entered
8 into by the parties; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment pursuant to
9 this Agreement entered into by the Parties. The release of the Released Claims shall be effective
10 as to the entire Class Period, defined above; and expressly exclude all other claims, including
11 claims regarding Defendant's obligation to separately pay for Defendant's share of payroll taxes
12 due as a result of this settlement, for vested benefits, wrongful termination, violation of the Fair
13 Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, and California class claims outside of the Class Period, and Cranton's individual
15 wrongful termination/retaliation claim.

16 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
17 Defendant, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
18 and their respective former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, the Released Parties from all of the Released PAGA Claims. The
20 "Released PAGA Claims" are all claims for civil penalties under PAGA, that were actually
21 alleged or that could have been alleged in the Action by Plaintiffs based on the facts in the PAGA
22 Letters and Operative Complaint, on behalf of the State of California, and the PAGA Employees
23 for the entire PAGA Period, as well as any and all claims for PAGA Penalties that were asserted
24 or could have been asserted based on the factual or legal allegations contained in Plaintiff's PAGA
25 Letters and Operative Complaint in each case that makes up the Action, arising at any time during
26 the PAGA Period, including: (a) penalties under PAGA for alleged violations of Labor Code
27 sections 201-203, 204, *et. seq.*, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197,
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1 1197.1, 1198, 2699 et. seq., 2802, (b) penalties under PAGA for violation of the provisions of
2 Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to
3 provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (c)
4 claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the
5 PAGA Employees. The Released PAGA Claims do not include PAGA claims outside of the
6 PAGA Period.

7 7. As of the Effective Date and upon full funding of the Gross Settlement Amount by
8 Defendant, Plaintiffs generally release and discharge the Defendant and the Released Parties from
9 the Plaintiffs' Release as set forth fully in the Agreement.

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

11
12 Dated: _____

13 _____
14 HON. GREGORY W. POLLACK
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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September 23, 2021
CA2508

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Grossmont Hospital Corporation
Certified Mail #70211970000003065869
Rick Lee Grossman
8695 Spectrum Center Boulevard
San Diego, CA 92123

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Grossmont Hospital Corporation in California and classified as non-exempt employees during the time period of September 23, 2020 until a date as determined by the Court, but excluding any claims for those individuals who worked for Grossmont Hospital Corporation in California during that time period and are alleged Aggrieved Employees in *Madden v. Grossmont Hospital Corporation*, San Diego County Superior Court, Case No. 37-2021-00019533-CU-OE-CTL. Our offices represent Plaintiff Jacquelyn Cranton (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Grossmont Hospital Corporation (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since August of 2018 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved

Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

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4 Kyle R. Nordrehaug (State Bar #205975)

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12 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JACQUELYN CRANTON and KATRENA
ARNOLD, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

GROSSMONT HOSPITAL CORPORATION,
a California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2022-00001574-CU-OE-CTL**

[Consolidated with Case No.
37-2022-00024671-CU-OE-CTL]

DECLARATION OF ANTHONY ROGERS

Hearing Date: March 29, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack

Dept.: 71

Date Action Filed: January 13, 2022

Trial Date: Not set

DECLARATION OF ANTHONY ROGERS

1 number to receive correspondence and inquiries from class members. After receiving the class data file
2 from Defendant, which should contain the class members' names, last known addresses, and social
3 security numbers, ILYM Group will upload the data into our database and check for duplicates and
4 other possible discrepancies.

5 6. As part of the preparation for mailing the class notice, ILYM Group will process class
6 members' names and addresses against the National Change of Address ("NCOA") database,
7 maintained by the United States Postal Service ("USPS"), for the purpose of updating and confirming
8 the mailing addresses of the class members before mailing of the class notice and opt-in form. To the
9 extent an updated address is found in the NCOA database, ILYM Group will use the updated address
10 for mailing the class notice. If ILYM Group does not locate an updated address in the NCOA database,
11 it will use the original address provided by Defendant for mailing the class notice.

12 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
13 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
14 and will promptly re-mail the class notice.

15 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
16 so that all class members will be apprised of exactly when all applicable forms will be due, depending
17 on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At
18 the expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
19 individuals who filed a timely opt-out, dispute or objection.

20 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
21 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering
22 tasks including but not limited to overview and reconciliation of account; (c) calculating the individual
23 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
24 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
25 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties
26 and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached
27 hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

28
DECLARATION OF ANTHONY ROGERS

10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated with the administration of this settlement are not to exceed: **\$49,450.00**.

I declare, under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed this 13th day of February 2024, at Tustin, California.

Anthony Rogers
Anthony Rogers

DECLARATION OF ANTHONY ROGERS

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Grossmont Hospital Corporation

Tuesday, January 30, 2024

Requesting Firm:

Requesting Attorneys Name:

E-Mail

ILYM Contact

E-Mail

Contact Number

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Jeffrey S. Herman

jeffrey@bamlawca.com

Tony Rogers

trogers@ilymgroup.com

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	8,370
Estimated Mail Returned as Undeliverable	15%
Certified Spanish Translation	No
Reminder Notice for Uncashed Checks	Yes
NCOA	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	5	\$750.00
Programming of Class Database	Hourly	\$175.00	5	\$875.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,625.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	6	\$420.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	6	\$420.00
Report Processing	Hourly	\$70.00	8	\$560.00
NCOA	Flat Rate	\$2,250.00	1	\$2,250.00
Toll Free Customer Service Representative	Flat Fee	\$2,000.00	1	\$2,000.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$6,610.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.25	8,370	\$10,462.50
USPS First Class Postage	Per Piece	\$0.64	8,370	\$5,356.80
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	1,256	\$1,883.25
Storage, Photocopies, Deliveries	Flat Fee	\$329.40	1	\$329.40

Subtotal \$18,031.95

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	12	\$1,800.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	12	\$1,500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.80	8,370	\$6,696.00
USPS First Class Postage	Per Piece	\$0.64	8,370	\$5,356.80
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	837	\$837.00
Reminder Notice for Uncashed Checks	Per Piece	\$0.90	2,093	\$1,883.25
Preparation of Taxes	Hourly	\$120.00	12	\$1,440.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$21,013.05

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	4	\$400.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Process Uncashed Funds to the State Controller	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,170.00

Not-To-Exceed: \$49,450.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.