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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

AMANDA VASQUEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MICARE CALIFORNIA, P.C., a California
corporation; EMPLOYEE BENEFIT
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company;
IMAGINE 360 ADMINISTRATORS, LLC,
a Texas limited liability company; IMAGINE
360 LLC, a Delaware limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CECG01242

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 2, 2024

Time: 3:27 p.m.

Judge: Hon. Jeffrey Y. Hamilton, Jr.

Dept.: 503

1 This matter having come before the Honorable Judge Jeffrey Y. Hamilton, Jr., of the Superior
2 Court of the State of California, in and for the County of Fresno, at 3:27 p.m. on May 2, 2024, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC as counsel for plaintiff AMANDA VASQUEZ (“Plaintiff”), and Keith Chrestionson,
5 Esq., Cody Stroman, Esq., and Jonathan Pearce, Esq., of Fox Rothschild LLP appearing for Defendant
6 MiCare California, P.C., (“Defendant MiCare”) and Defendant Employee Benefit Management
7 Services, LLC (“Defendant EBMS”) (collectively, “Defendants”). The Court, having carefully
8 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
9 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
10 Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
13 Action Claims and Release of Claims (“Agreement” or “Settlement Agreement”), a true and correct
14 copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
15 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
16 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendants shall pay is One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). It appears
21 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all Class Members when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
28 intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
8 Settlement Amount, currently estimated at Fifty Thousand Dollars (\$50,000.00), plus reimbursement
9 of actually incurred litigation cost in an amount of up to Twenty Thousand Dollars (\$20,000), and
10 proposed Service Award to the Class Representative, Amanda Vasquez, in an amount of not more than
11 Five Thousand Dollars (\$5,000). While these awards appear to be within the range of reasonableness,
12 the Court will not approve the Class Counsel Award or the Service Award until the Final Approval
13 Hearing.

14 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 All persons who are or previously were employed by Defendants as a non-
19 exempt employee in California at any time during the period from April 3,
20 2019, through April 3, 2024.

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff AMANDA VASQUEZ as the representative
4 of the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
8 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
9 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
10 proposed Settlement, including the right of any Class Member to be excluded from the Class by
11 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
12 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
13 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
14 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
16 set forth in the Agreement.

17 11. The Court hereby appoints Apex Class Action, LLC, as Settlement Administrator. Within
18 ten (10) court days after the Preliminary Approval Date, Defendants shall provide the Settlement
19 Administrator with the Class Data regarding Class Members that Defendants will in good faith compile
20 from its records, including each Class Member’s full name; last known address; Social Security
21 Number; the total number of workweeks and pay periods that each Class Member performed work for
22 Defendants during the Class Period, and the total number of PAGA Pay Periods for each Class Member,
23 if applicable. No later than twenty-one (21) days after the Preliminary Approval Date, the Settlement
24 Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S.
25 Mail.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
3 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
4 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
6 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
7 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
8 by all determinations of the Court, the Agreement, and Judgment.

9 13. Any Class Member who has not opted out may appear at the final approval hearing and
10 may object or express the Class Member's views regarding the Settlement and may present evidence
11 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
12 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
13 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
14 Settlement Administrator.

15 14. A final approval hearing shall be held before this Court on _____ at
16 _____ AM/PM in Department 503 of the Fresno County Superior Court to determine all necessary
17 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
18 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
19 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the
22 Settlement Administration Costs. All papers in support of the motion for final approval and the Motion
23 for Class Counsel Award and Service Award shall be filed with the Court and served on all counsel
24 within twenty-eight (28) days following the expiration of the Response Deadline.

25 15. In the event the Settlement does not become effective in accordance with the terms of the
26 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
27 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
28 and the Parties shall revert to their respective positions as of before entering into the Agreement. In

1 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
2 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
3 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
4 is not approved.

5 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
8
9

10 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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Attorneys for Plaintiff AMANDA VASQUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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AMANDA VASQUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

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MICARE CALIFORNIA, P.C., a California
corporation; EMPLOYEE BENEFIT
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; IMAGINE
360 ADMINISTRATORS, LLC, a Texas
limited liability company; IMAGINE 360 LLC,
a Delaware limited liability company; and
DOES 1- 50, Inclusive,

Defendants.

Case No. 23CECG01242

[Complaint Filed: April 3, 2023]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Amanda Vasquez (hereinafter “Plaintiff”), an individual, on
3 behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant MICARE
5 CALIFORNIA, P.C., a California Corporation and Defendant EMPLOYEE BENEFIT
6 MANAGEMENT SERVICES, LLC, a Delaware limited liability company (collectively,
7 “Defendant” and/or “Defendants”):

8 **I. DEFINITIONS**

- 9 A. “Action” shall mean the putative class action lawsuit designated *Amanda Vasquez v.*
10 *MiCare California, P.C.*, Fresno Superior Court, Case No. 23CECG01242, filed on,
11 April 3, 2023.
- 12 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class and PAGA Action Claims and Release of Claims.
- 14 C. “Aggrieved Employees” means all persons who are or previously were employed by
15 Defendant as a non-exempt employee in California at any time during the PAGA
16 Period.
- 17 D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the
18 PAGA Payment (\$2,500.00) that will be distributed to the Aggrieved Employees as
19 described in this Agreement.
- 20 E. “Class” or the “Class Members” means all persons who are or previously were
21 employed by Defendant as a non-exempt employee in California at any time during
22 the Class Period.
- 23 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
24 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 25 G. “Class Counsel Award” means the award of fees and expenses that the Court
26 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
27 the Class Members and the Aggrieved Employees in the Action, consisting of
28 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount

1 currently estimated to be \$50,000.00 out of \$150,000.00 plus costs of up to
2 \$20,000.00. Attorneys' fees will be divided between Class Counsel in the following
3 percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

4 H. "Class Data" means information regarding Class Members that Defendants will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member's full name; last known address; Social Security Number; start dates and end
8 dates of employment.

9 I. "Class Period" means the period beginning April 3, 2019, through April 3, 2024.

10 J. "Class Representative" shall mean plaintiff Amanda Vasquez.

11 K. "Court" means the Superior Court for the State of California, County of Fresno
12 currently presiding over the Action.

13 L. "Defendants" shall mean MiCare California, P.C., and Employee Benefit
14 Management Services, LLC.

15 M. "Effective Date" means the first date upon which all of the following events have
16 occurred:

- 17 1. this Agreement has been executed by all Parties and by Class Counsel and
18 Defense Counsel;
- 19 2. the Court has preliminarily approved the Settlement;
- 20 3. notice has been properly given to Class Members, providing them an
21 opportunity to opt out of the Class and Settlement as described in this
22 Agreement;
- 23 4. the Court has held a Final Fairness and Approval Hearing and entered the
24 Final Order and Judgment approving the Settlement; and,
- 25 5. no later than the earliest of: (i) 60 days after approval of the Settlement, if no
26 objections to the Settlement are filed; or (ii) 3 calendar days after the deadline
27 to file an appeal of the approval order, if no appeals are filed; or (iii) if one or
28 more appeals are filed, 3 calendar days after any appeal is dismissed or if the

Settlement is affirmed after an appeal, and the approval order is not subject to further appeal.

N. “Funding Date” shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of notice of entry of the Court’s order granting final approval or if an objection to the settlement is made but if no appeal is filed, then Defendants shall pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of the expiration of the appeal period. If an appeal is filed, Defendants shall pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of when the applicable appellate court has rendered a final decision or opinion affirming the Court’s final approval order and judgment without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

O. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award (including attorneys’ fees, costs and expenses), Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

P. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. “LWDA” shall mean the Labor and Workforce Development Agency.

R. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment (\$7,500.00) payable to the to the LWDA.

- 1 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
2 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
3 Costs.
- 4 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 U. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
8 _____, 2024, in the Fresno Superior Court.
- 9 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
10 Labor Code § 2698 *et seq.*
- 11 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
12 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
13 Employees during the PAGA Period.
- 14 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
15 Employee Payment, as defined herein, means the number of pay periods of
16 employment during the PAGA Period that each Aggrieved Employee worked in
17 California.
- 18 Y. “PAGA Period” means the period beginning March 31, 2022, through April 3, 2024.
- 19 Z. “PAGA Payment” shall mean Ten Thousand Dollars and Zero Cents (\$10,000.00) to
20 be allocated from the Gross Settlement Amount for settlement of PAGA Claims
21 asserted in the Action.
- 22 AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
23 Plaintiff or Defendants, individually.
- 24 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
25 by the total Workweeks for all Class Members.
- 26 CC. “Plaintiff” shall mean Amanda Vasquez.
- 27 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
28 by the Settlement Administrator to fund the Gross Settlement Amount.

- 1 EE. "Released Class Claims" shall mean all class claims alleged in the Operative
2 Complaint, or which could have reasonably been alleged in the Operative Complaint
3 based on the facts alleged, which occurred during the Class Period, and expressly
4 excluding all other claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, workers' compensation, and
6 class claims outside of the Class Period.
- 7 FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the Operative
8 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
9 during the PAGA Period, and expressly excluding all other claims, including claims
10 for vested benefits, wrongful termination, unemployment insurance, disability, social
11 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 12 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
13 Administrator mails Notice Packets to Class Members and the last date on which
14 Class Members may submit requests for exclusion or objections to the Settlement.
15 Neither side shall encourage any Class Member to opt out.
- 16 HH. "Service Award" means an award in the amount of \$5,000 or in an amount that the
17 Court authorizes to be paid to the Class Representative, in addition to her Individual
18 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
19 of her efforts and risks in assisting with the prosecution of the Action.
- 20 II. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 21 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
22 Administrator from the Gross Settlement Amount for administering the Settlement
23 pursuant to this Agreement currently estimated not to exceed \$3,990.00.
- 24 KK. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
25 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
26 Administrator establishes, designates, and maintains, as a QSF under Internal
27 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
28 the amount of the Gross Settlement Amount is deposited for the purpose of resolving

the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

LL. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. “Workweeks” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

II. RECITALS

A. On March 31, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On April 3, 2023, Plaintiff filed a Class Action complaint in the Fresno Superior Court, Case No. 23CECG01242 (the “Action”), alleging claims for:

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*;
4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802;
7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203;

8. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.

C. On July 26, 2023, the Parties filed a Stipulation and Proposed Order for Leave to File First Amended Complaint to dismiss Defendant IMAGINE 360 ADMINISTRATORS, LLC, a Texas corporation, without prejudice, and Defendant IMAGINE 360 LLC, a Delaware limited liability company, without prejudice, and to incorporate a 9th cause of action and factual allegations for alleged violations of PAGA.

D. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

E. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to the LWDA are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

F. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance

1 of an expert. Based on their own independent investigation and evaluation, Class
2 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and
3 adequate, and is in the best interest of the Class considering all known facts and
4 circumstances, including the risks of significant delay, defenses asserted by
5 Defendants, uncertainties regarding class certification, and numerous potential
6 appellate issues. Although it denies any liability, Defendants agrees to this Settlement
7 solely to avoid the inconveniences and cost of further litigation. The Parties and their
8 counsel have agreed to settle the claims on the terms set forth in this Agreement.

9 G. On January 4, 2024, the Parties participated in mediation presided over by Louis
10 Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions.
11 The Parties accepted the mediator's settlement proposal, which was subsequently
12 memorialized in the form of a Memorandum of Understanding.

13 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
14 other agreements, understandings, or representations between the Parties. This
15 Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or will be construed as an admission by
17 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
18 or that Defendants bear any liability to Plaintiff or the Class on those claims or any
19 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
20 have merit.

21 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
22 Settlement was arrived at through arm's-length negotiations, considering all relevant
23 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
24 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
25 settle, compromise and discharge all disputes and claims arising from or relating to
26 the Action fully, finally, and forever.

27 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
28 for any reason the settlement does not become effective, Defendants reserve the right

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action. The Settlement, this Agreement, and the Parties'
3 willingness to settle the Action will have no bearing on and will not be admissible in
4 connection with any litigation.

5 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendants.

8 1. Settlement Consideration. In full and complete settlement of the Action, and
9 in exchange for the releases set forth below, Defendants will pay the sum of
10 the Individual Settlement Payments, the Service Award, the Class Counsel
11 Award, PAGA Payment, and the Settlement Administration Costs, as
12 specified in this Agreement, equal to the Gross Settlement Amount of One
13 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). The Parties
14 agree that this is a non-reversionary Settlement and that no portion of the
15 Gross Settlement Amount shall revert to Defendants. Other than the
16 Defendants' share of employer payroll taxes and as provided in Section III.A.4
17 below, Defendants shall not be required to pay more than the Gross Settlement
18 Amount.

19 2. Class Size. Defendants represents that the Class was comprised of
20 approximately 46 individuals who collectively worked approximately 3,548
21 Workweeks during the Class Period. In regard hereto, Defendants will
22 provide a declaration under penalty of perjury confirming the number of Class
23 Members and Workweeks worked by the Class Members within three (3)
24 business days prior to filing of the Motion for Preliminary Approval. To the
25 extent that any of the forgoing estimates, as represented by Defendants,
26 increases by more than 7%, the Gross Settlement amount shall increase
27 proportionately. For example, if the number of Workweeks increases by 9%
28 then Defendant shall increase the Gross Settlement Amount by 2%. Likewise,

for example, if the number of Class Members increases by 7% then Defendant shall increase the Gross Settlement Amount by 2%.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendants fully fund the Gross Settlement Amount.

///

1 E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
2 approve this Settlement Agreement, fails to become effective, or is reversed,
3 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants
4 from obtaining a complete resolution of the Released Class Claims and Released
5 PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative, or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural;

10 2. The conditional class certification (obtained for any purpose) shall be void *ab*
11 *initio* and of no force or effect, and shall not be admissible in any judicial,
12 administrative, or arbitral proceeding for any purpose or with respect to any
13 issue, substantive or procedural; and

14 3. None of the Parties to this Settlement will be deemed to have waived any
15 claims, objections, defenses, or arguments in the Action, including with
16 respect to the issue of class certification.

17 F. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants
18 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
19 the Settlement Class Members and all Settlement Administration Costs incurred to the
20 date of nullification.

21 G. Certification of the Class. The Parties stipulate to conditional class certification of the
22 Class for the Class Period for purposes of settlement only. In the event that this
23 Settlement is not approved by the Court, fails to become effective, or is reversed,
24 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
25 from obtaining a complete resolution of the Released Class Claims and Released
26 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
27 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
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1 administrative or arbitral proceeding for any purpose or with respect to any issue,
2 substantive or procedural.

3 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
4 effect of the payments called for, and Class Members and/or Aggrieved Employees are
5 not relying on any statement or representation by the Parties in this regard. Class
6 Members and/or Aggrieved Employees understand and agree that they will be
7 responsible for the payment of any taxes and penalties assessed on the Individual
8 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
9 Employee Payment described and will be solely responsible for any penalties or other
10 obligations resulting from their personal tax reporting of Individual Settlement
11 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
12 Payment.

13 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
14 the "acknowledging party" and each Party to this Agreement other than the
15 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
16 of this Agreement, and no written communication or disclosure between or among the
17 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
18 such communication or disclosure constitute or be construed or be relied upon as, tax
19 advice within the meaning of United States Treasury Department circular 230 (31 CFR
20 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
21 her or its own, independent legal and tax counsel for advice (including tax advice) in
22 connection with this Agreement, (b) has not entered into this Agreement based upon
23 the recommendation of any other Party or any attorney or advisor to any other Party,
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the
26 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
27 any limitation that protects the confidentiality of any such attorney's or adviser's tax
28 strategies (regardless of whether such limitation is legally binding) upon disclosure by

1 the acknowledging party of the tax treatment or tax structure of any transaction,
2 including any transaction contemplated by this Agreement.

3 J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
4 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
5 Preliminary Approval and supporting papers, which shall include this Settlement
6 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three
7 (3) business days prior to the filing of the Motion to give Defendants an opportunity
8 to review and comment upon the Motion.

9 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
10 establishing and administering the QSF; calculating, processing and mailing payments
11 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
12 mailing the Notice Packets to the Class Members as directed by the Court; receiving
13 and reporting the objections and requests for exclusion; calculating, deducting and
14 remitting all legally required taxes from Individual Settlement Payments and
15 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
16 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
17 individual shares of the Aggrieved Employee Payment; processing and mailing tax
18 payments to the appropriate state and federal taxing authorities; providing
19 declaration(s) as necessary in support of preliminary and/or final approval of this
20 Settlement; and other tasks as the Parties mutually agree or the Court orders the
21 Settlement Administrator to perform. The Settlement Administrator shall keep the
22 Parties timely apprised of the performance of all Settlement Administrator
23 responsibilities by among other things, sending a weekly status report to the Parties'
24 counsel stating the date of the mailing, the of number of opt outs from the Settlement
25 it receives (including the numbers of valid and deficient), and number of objections
26 received.

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1 L. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after the Preliminary
3 Approval Date, Defendants shall provide the Settlement Administrator with
4 the Class Data for purposes of preparing and mailing Notice Packets to the
5 Class Members.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as **Exhibit A**. The
9 Notice of Class Action Settlement shall inform Class Members and
10 Aggrieved Employees that they need not do anything in order to
11 receive an Individual Settlement Payment and/or Aggrieved
12 Employees' individual shares of the Aggrieved Employee Payment
13 and to keep the Settlement Administrator apprised of their current
14 mailing address, to which the Individual Settlement Payments and/or
15 Aggrieved Employees' individual shares of the Aggrieved Employee
16 Payment will be mailed following the Funding Date. The Notice of
17 Class Action Settlement shall set forth the release to be given by all
18 members of the Class who do not request to be excluded from the
19 Settlement Class and/or Aggrieved Employees in exchange for an
20 Individual Settlement Payment and/or Aggrieved Employees'
21 individual shares of the Aggrieved Employee Payment, the number of
22 Workweeks worked by each Class Member during the Class Period,
23 and number of PAGA Periods worked by each Aggrieved Employee
24 during the PAGA Period, if any, and the estimated amount of their
25 Individual Settlement Payment if they do not request to be excluded
26 from the Settlement and each Aggrieved Employees' share of the
27 Aggrieved Employee Payment, if any. The Settlement Administrator
28 shall use the Class Data to determine Class Members' Workweeks and

PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement

1 Administrator. In addition, if any Class Member who is currently employed
2 by Defendants, is returned to the Settlement Administrator, as non-delivered
3 and no forwarding address is provided, the Settlement Administrator shall
4 notify Defendants. Defendants will request that the currently employed Class
5 Member provide a corrected address and transmit to the Settlement
6 Administrator any corrected address provided by the Class Member. Class
7 Members who received a re-mailed Notice Packet shall have their Response
8 Deadline extended fifteen (15) days from the original Response Deadline.

9 5. Disputes Regarding Individual Settlement Payments. Class Members will
10 have the opportunity, should they disagree with Defendants' records regarding
11 the start and end dates of employment, to provide documentation and/or an
12 explanation to show contrary dates. If there is a dispute, the Settlement
13 Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Settlement Administrator shall determine the
15 eligibility for, and the amounts of, any Individual Settlement Payments under
16 the terms of this Agreement. The Settlement Administrator's determination
17 of the eligibility for and amount of any Individual Settlement Payment shall
18 be binding upon the Class Member and the Parties.

19 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
20 by the Settlement Administrator concerning the administration of the
21 Settlement will be resolved by the Court under the laws of the State of
22 California. Before any such involvement of the Court, counsel for the Parties
23 will confer in good faith to resolve the disputes without the necessity of
24 involving the Court.

25 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to exclude themselves from
27 the Settlement must submit a signed copy of the Request for Exclusion form
28 to the Settlement Administrator by the Response Deadline. A Request for

1 Exclusion form will be mailed together with the Notice Packet to all Class
2 Members. The Request for Exclusion will not be valid if it is not timely
3 submitted, if it is not signed by the Class Member, or if it does not contain the
4 name and address and last four digits of the Social Security number of the
5 Class Member. The date of the postmark on the mailing envelope or fax stamp
6 on the Request for Exclusion shall be the exclusive means used to determine
7 whether the request for exclusion was timely submitted. Any Class Member
8 who submits a timely Request for Exclusion shall be excluded from the
9 Settlement Class will not be entitled to an Individual Settlement Payment and
10 will not be otherwise bound by the terms of the Settlement or have any right
11 to object, appeal, or comment thereon. However, any Class Member that
12 submits a timely Request for Exclusion that is also an Aggrieved Employee
13 will still receive his/her pro rata share of the Aggrieved Employee Payment,
14 as specified below, and in consideration, will be bound by the Release by the
15 PAGA Class as set forth herein. Class Members who fail to submit a valid
16 and timely Request for Exclusion on or before the Response Deadline shall be
17 bound by all terms of the Settlement and any final judgment entered in this
18 Action if the Court approves the Settlement. No later than seven (7) calendar
19 days after the Response Deadline, the Settlement Administrator shall provide
20 counsel for the Parties with a final list of the Class Members who have timely
21 submitted timely Requests for Exclusion.

- 22 8. Objections. The Notice of Class Action Settlement contained in the Notice
23 Packet shall state that Class Members who wish to object to the Settlement
24 may submit to the Settlement Administrator a written statement of objection
25 (“Notice of Objection”) by the Response Deadline. The postmark date of
26 mailing shall be deemed the exclusive means for determining that a Notice of
27 Objection was served timely. The Notice of Objection, if in writing, must be
28 signed by the Settlement Class Member and state: (1) the case name and

1 number; (2) the name of the Settlement Class Member; (3) the address of the
2 Settlement Class Member; (4) the last four digits of the Settlement Class
3 Member's Social Security number; (5) the basis for the objection; and (6) if
4 the Settlement Class Member intends to appear at the Final
5 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
6 to make objections in writing in the manner specified above may still make
7 their objections orally at the Final Approval/Settlement Fairness Hearing with
8 the Court's permission. Settlement Class Members will have a right to appear
9 at the Final Approval/Settlement Fairness Hearing to have their objections
10 heard by the Court regardless of whether they submitted a written objection.
11 At no time shall any of the Parties or their counsel seek to solicit or otherwise
12 encourage Class Members to file or serve written objections to the Settlement
13 or appeal from the Order and Final Judgment. Class Members who submit a
14 written request for exclusion may not object to the Settlement. Class Members
15 may not object to the PAGA Payment.

16 M. Allocation of the Gross Settlement Amount.

- 17 1. Calculation of Individual Settlement Payments. Individual Settlement
18 Payments shall be paid from the Net Settlement Amount and shall be paid
19 pursuant to the formula set forth herein. Using the Class Data, the Settlement
20 Administrator shall add up the total number of Workweeks for all Class
21 Members. The respective Workweeks for each Class Member will be divided
22 by the total Workweeks for all Class Members, resulting in the Payment Ratio
23 for each Class Member. Each Class Member's Payment Ratio will then be
24 multiplied by the Net Settlement Amount to calculate each Class Member's
25 estimated Individual Settlement Payments. Each Individual Settlement
26 Payment will be reduced by any legally mandated employee tax withholdings
27 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
28 Members who submit valid and timely requests for exclusion will be

1 redistributed to Settlement Class Members who do not submit valid and timely
2 requests for exclusion on a pro rata basis based on their respective Payment
3 Ratios.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employees will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
12 estimated share of the Aggrieved Employee Payment.

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated and treated as 20% wages (“Wage
15 Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment
16 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
17 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
18 Interest Portion of the Individual Settlement Payments shall be reported on
19 IRS Form 1099 issued by the Settlement Agreement.

20 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
21 Employee Settlement Payments shall be allocated and treated as 100%
22 penalties and shall be reported on IRS Form 1099.

23 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
24 individual shares of the PAGA Payment made to Settlement Class Members
25 and/or Aggrieved Employees under this Settlement Agreement, as well as any
26 other payments made pursuant to this Settlement Agreement, will not be
27 utilized to calculate any additional benefits under any benefit plans to which
28 any Class Members may be eligible, including, but not limited to profit-

1 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
2 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
3 Parties' intention that this Settlement Agreement will not affect any rights,
4 contributions, or amounts to which any Class Members may be entitled under
5 any benefit plans.

6 6. All monies received by Settlement Class Members under the Settlement which
7 are attributable to wages shall constitute income to such Settlement Class
8 Members solely in the year in which such monies are received by the Settlement
9 Class Members. It is the intent of the Parties that Individual Settlement
10 Payments and individual shares of the PAGA Payment provided for in this
11 Settlement agreement are the sole payments to be made by Defendants to
12 Settlement Class Members and/or Aggrieved Employees in connection with this
13 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
14 Class Members and/or Aggrieved Employees are not entitled to any new or
15 additional compensation or benefits as a result of having received the Individual
16 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees' last known mailing address no later than fifteen
20 (15) days after the Funding Date.

21 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
22 Employees shall remain valid and negotiable for one hundred and eighty (180)
23 days from the date of their issuance. If a Settlement Class Member and/or
24 Aggrieved Employees does not cash his or her settlement check within ninety
25 (90) days, the Settlement Administrator will send a letter to such persons,
26 advising that the check will expire after the 180th day, and invite that
27 Settlement Class Member and/or Aggrieved Employees to request reissuance
28 in the event the check was destroyed, lost, or misplaced. In the event an

1 Individual Settlement Payment and/or Aggrieved Employees' individual
2 share of the PAGA Payment check has not been cashed within one hundred
3 and eighty (180) days, all funds represented by such uncashed checks, plus
4 any interest accrued thereon, shall be transmitted to the State Controller's
5 Unclaimed Property Fund in the name of the Class Member who did not claim
6 the funds.

7 9. Service Award. In addition to the Individual Settlement Payment as a
8 Settlement Class Member and her individual share of the Aggrieved
9 Employee Payment, Plaintiff will apply to the Court for an award of not more
10 than \$5,000.00, as the Service Award. Defendants will not oppose a Service
11 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator
12 shall pay the Service Award, either in the amount stated herein if approved by
13 the Court or some other amount as approved by the Court, to Plaintiff from
14 the Gross Settlement Amount no later than fifteen (15) calendar days after the
15 Funding Date. Any portion of the requested Service Award that is not
16 awarded to the Class Representative shall be part of the Net Settlement
17 Amount and shall be distributed to Settlement Class Members as provided in
18 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
19 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and
20 legally responsible to pay any and all applicable taxes on her Service Award
21 and shall hold harmless the Released Parties from any claim or liability for
22 taxes, penalties, or interest arising as a result of the Service Award. Approval
23 of this Settlement shall not be conditioned on Court approval of the requested
24 amount of the Service Award. If the Court reduces or does not approve the
25 requested Service Award, Plaintiff shall not have the right to revoke the
26 Settlement, and it will remain binding.

27 10. Class Counsel Award. Defendants understands, and will not oppose, a motion
28 for attorneys' fees not to exceed one-third of the Gross Settlement Amount

1 currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000.00)
2 *and* attorneys' expenses supported by declaration not to exceed Twenty
3 Thousand Dollars and Zero Cents (\$20,000.00). Any awarded Class Counsel
4 Award shall be paid from the Gross Settlement Amount. Any portion of the
5 requested Class Counsel Award that are not awarded to Class Counsel shall
6 be part of the Net Settlement Amount and shall be distributed to Settlement
7 Class Members as provided in this Agreement. The Settlement Administrator
8 shall allocate and pay the Class Counsel Award to Class Counsel from the
9 Gross Settlement Amount no later than fifteen (15) calendar days after the
10 Funding Date. Class Counsel shall be solely and legally responsible to pay all
11 applicable taxes on the payment made pursuant to this paragraph. The
12 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
13 Counsel for the payments made pursuant to this paragraph. If the Court
14 reduces or does not approve the requested Class Counsel Award, Plaintiff and
15 Class Counsel shall not have the right to revoke the Settlement, or to appeal
16 such order, and the Settlement will remain binding.

- 17 11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be
18 allocated from the Gross Settlement Amount for settlement of claims for civil
19 penalties under the Private Attorneys General Act of 2004 ("PAGA
20 Payment"). The Settlement Administrator shall pay seventy-five percent
21 (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce
22 Development Agency no later than fifteen (15) calendar days after the
23 Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%)
24 of the PAGA Payment (\$2,500) will be distributed to the Aggrieved
25 Employees as described in this Agreement (hereinafter "Aggrieved Employee
26 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
27 Employees, each Aggrieved Employee shall receive their pro-rata share of the
28

1 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
2 above.

- 3 12. Settlement Administration Costs. The Settlement Administrator shall be paid
4 for the costs of administration of the Settlement from the Gross Settlement
5 Amount. The estimate of the Settlement Administration Costs is \$3,990.00.
6 The Settlement Administrator shall be paid the Settlement Administration
7 Costs no later than fifteen (15) calendar days after the Effective Date.

8 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
9 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
10 twenty-eight (28) days following the expiration of the Response Deadline, which
11 motion shall request final approval of the Settlement and a determination of the
12 amounts payable for the Service Award, the Class Counsel Award, the PAGA
13 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
14 with a draft of the Motion at least three (3) business days prior to the filing of the
15 Motion to give Defendants an opportunity to propose changes or additions to the
16 Motion.

- 17 1. Declaration by Settlement Administrator. No later than seven (7) days after
18 the Response Deadline, the Settlement Administrator shall submit a
19 declaration in support of Plaintiff's motion for final approval of this
20 Settlement detailing the number of Notice Packets mailed and re-mailed to
21 Class Members, the number of undeliverable Notice Packets, the number of
22 timely requests for exclusion, the full names of any Class Members who opt
23 out of the Settlement, the number of objections received, the amount of the
24 average, lowest, and highest Individual Settlement Payments, the amount of
25 the average, lowest, and highest Aggrieved Employee Payments, the
26 Settlement Administration Costs, and any other information as the Parties
27 mutually agree or the Court orders the Settlement Administrator to provide.

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- 1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its
3 approval, and Judgment thereon, at the time Class Counsel files the Motion
4 for Final Approval.
- 5 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
7 Final Approval, including the Order Granting Final Approval of Class Action
8 Settlement, and Judgment at least three (3) business days in advance of filing with the
9 Court. The Parties and their counsel will cooperate with each other and use their best
10 efforts to affect the Court's approval of the Motions for Preliminary and Final
11 Approval of the Settlement, and entry of Judgment.
- 12 O. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.
- 14 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
15 except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 17 Q. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 19 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.
- 24 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendants represents and warrants that he/she is
2 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
3 warrants that she is authorized to sign this Agreement and that she has not assigned
4 any claim, or part of a claim, covered by this Settlement to a third-party.

5 T. No Public Comment: The Parties and their counsel agree that they will not issue any
6 press releases, initiate any contact with the press, respond to any press inquiry, or have
7 any communication with the press about the fact, amount, or terms of the Settlement
8 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
9 of its terms for any marketing or promotional purposes. Nothing herein will restrict
10 Class Counsel from including publicly available information regarding this settlement
11 in future judicial submissions regarding Class Counsel's qualifications and experience.
12 Further, Class Counsel will not include, reference, or use the Settlement Agreement
13 for any marketing or promotional purposes, either before or after the Motion for
14 Preliminary Approval is filed.

15 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
16 to the benefit of, the successors or assigns of the Parties, as previously defined.

17 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
18 shall be governed by and interpreted according to the laws of the State of California.

19 W. Counterparts. This Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same
21 instrument provided that counsel for the Parties to this Agreement shall exchange
22 among themselves copies or originals of the signed counterparts.

23 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
24 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
25 Settlement after extensive arms-length negotiations, taking into account all relevant
26 factors, present and potential.

27 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
28 respect to the interpretation, implementation, and enforcement of the terms of this

1 Agreement and all orders and judgments entered in connection therewith, and the
2 Parties and their counsel submit to the jurisdiction of the Court for purposes of
3 interpreting, implementing and enforcing the settlement and all orders and judgments
4 entered in connection with this Agreement.

5 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
6 the Court shall first attempt to construe the provisions valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this
8 Agreement valid and enforceable.

9 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
10 certification for purposes of this settlement only.

11 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
12 Released Class Claims and Released PAGA Claims have merit and give rise to liability
13 on the part of Defendants. Defendants claim that the Released Class Claims and
14 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
15 is a compromise of disputed claims. Nothing contained in this Agreement and no
16 documents referred to and no action taken to carry out this Agreement may be
17 construed or used as an admission by or against the Defendants or Plaintiff or Class
18 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
19 specifically set forth herein, each Party shall be responsible for and shall bear its/his
20 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 03/20/2024

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Amanda Vasquez (Mar 20, 2024 09:39 PDT)

AMANDA VASQUEZ

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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7 DATED: 3/31/2024

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MICARE CALIFORNIA, P.C.

Troy Sisum

Printed Name

Chief Legal Officer

Title

DATED: 3/31/2024



EMPLOYEE BENEFIT MANAGEMEENT
SERVICES, LLC

Troy Sisum

Printed Name

Chief Legal Officer

Title

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 3/21/24

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 3/21/24

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 4/2/2024

FOX ROTHSCHILD LLP

By: 

Keith Chrestionson, Esq.
Cody Stroman, Esq.
Jonathan Pearce, Esq.
Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Amanda Vasquez v. MiCare California, P.C., Fresno County Superior Court Case No. 23CECG01242)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Fresno (the “Court”) has been reached between Plaintiff Amanda Vasquez (“Plaintiff”) and Defendants MiCare California, P.C., and Employee Benefit Management Services, LLC (collectively, “Defendant” and/or “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All persons who are or previously were employed by Defendant as a non-exempt employee in California at any time during the period beginning April 3, 2019 through April 3, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 31, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On April 3, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Fresno. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of

Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202, and 203; and (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226 (the “Action”). On _____, Plaintiff filed an amended complaint adding a cause of action and factual allegations for alleged violations of PAGA (the “Operative Complaint”).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On January 4, 2024, the Parties participated in an all-day mediation with Louis Marlin, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$3,990 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$50,000.00) and actually incurred litigation expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Defendant as a non-exempt employee in California, at any time during the period beginning March 31, 2022, through April 3, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement 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 Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint, or which could have reasonably been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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 Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period April 3, 2019 through XX, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (March 31, 2022, through XX, 2024).

Based on this information, your estimated Aggrieved Employee 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 Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>

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 receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Amanda Vasquez v. MiCare California, P.C.* currently pending in Fresno County Superior Court, Case No. 23CECG01242. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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 tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Amanda Vasquez v. MiCare California, P.C., Fresno County Superior Court, Case No. 23CECG01242.*** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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Counsel for Defendants:

Keith Chrestionson, Esq.
Cody Stroman, Esq.
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Tel: (415) 364-5540
Fax: (415) 391-4436
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codystroman@foxrothschild.com
jcpearce@foxrothschild.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM** on _____, at the Fresno County Superior Court, Department 503, located at 1130 O Street, Fresno, CA 93721-2220 before Judge Jeffrey Y. Hamilton, Jr. 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. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Amanda Vasquez v. MiCare California, P.C.*, Fresno County Superior Court, Case No. 23CECG01242, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.