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Attorneys for Plaintiffs Angelica Curiel and Teresa Avila

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ANGELICA CURIEL, individually, and on behalf of other members of the general public similarly situated; TERESA AVILA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; KIRA CHAMBERS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; CHRISTINA ROMAY, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

BASS MEDICAL GROUP, a corporation; and DOES 1 through 100, inclusive; BASS PRIVIA MANAGEMENT COMPANY OF CALIFORNIA f/k/a. BASS MANAGEMENT SERVICES ORGANIZATION, LLC, a California Limited Liability Company; PRIVIA HEALTH GROUP, INC., a Delaware Corporation;

Defendants.

Case No.: MSC21-01668
(Consolidated Case No.: C22-01058)

Honorable Charles S. Treat
Department 12

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; Declarations of Proposed Class Counsel (Shani O. Zakay and Jean-Claude Lapuyade); and [Proposed] Order filed concurrently herewith]

Date: _____
Time: _____
Department: 12

Complaint Filed: August 4, 2021
FAC Filed: April 15, 2024
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Angelica Curiel and Teresa Avila. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
11 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
12 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
13 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
14 successfully litigated cases involving the executive, administrative, and other overtime exemptions
15 to the State of California and federal overtime compensation requirements. Under his supervision,
16 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
17 in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or
18 representative action cases.

19 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
20 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
21 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
22 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
25 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
26 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
27 of the State of California and all United States District Courts in the State of California. He has
28 worked on many wage-and-hour class action and representative action cases, taking the lead in

1 taking and defending depositions, arguing motions, and attending mediations. He has played an
2 integral role in preparing matters for class certification, including and not limited to, successful
3 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
4 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
5 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
6 RG13680477). Under his and Edwin Aiwarzian's supervision, dozens of class action or
7 representative cases have resulted in settlements that have been granted court approval, including
8 and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty
9 (150) mediations and worked on over two hundred and fifty (250) class action or representative
10 action cases which have resulted in settlement.

11 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
12 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
13 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
14 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
15 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
16 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
17 Court. She has taken and defended dozens of depositions and successfully handled motion practice
18 in class action cases regarding discovery (including and not limited to, regarding class contact
19 information), class certification (both contested class certification and stipulated class
20 certification), arbitration agreements, coordination, intervention. She has successfully handled
21 briefing and oral argument on appeal and obtained notable decisions regarding the Private
22 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
23 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
24 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
25 has extensive experience with class action and/or representative action settlements. Under her,
26 Edwin Aiwarzian, and Arby Aiwarzian's supervision, the firm has handled the class certification
27 and court approval process for hundreds of class action and/or representative action matters that
28 have successfully resolved. She is a member of the California Employment Lawyers Association.

1 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor’s degree from
2 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
3 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
4 California in 2015. I am admitted to practice before all courts of the State of California and all
5 federal district courts in the State of California. I have worked on many wage and hour class action
6 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
7 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
8 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
9 court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for
10 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
11 employed as general counsel for a DMHC licensed discount dental plan.

12 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
13 **REPRESENTATIVE ACTION CASES**

14 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
15 (“LFJ”) has achieved on behalf of its clients:

16 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a major property management company involving allegations
18 of misclassification of various “manager” positions. On September 20, 2010, the court granted
19 final approval of the class action settlement. The Los Angeles County Superior Court Case
20 Number is BC400414.

21 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of household items involving allegations of
23 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
24 granted final approval of the class action settlement. The Los Angeles County Superior Court
25 Case Number is BC413498.

26 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national property management company involving
28 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC430918.

3 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer involving allegations of misclassification of
5 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a bank, involving allegations of
10 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
11 granted final approval of the class and PAGA representative action settlement. The Kern County
12 Superior Court Case Number is S-1500-CV-273194-LHB.

13 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a national wholesale distributor of
15 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
16 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
17 representative action settlement. The Sacramento County Superior Court Case Number is 34-
18 2012-00136285.

19 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class action against a multinational corporation that provides global workplace
21 solutions, involving allegations of misclassification of the “Operations Manager” position. On
22 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
23 County Superior Court Case Number is BC478769.

24 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national retailer of household
26 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
27 final approval of the class and PAGA representative action settlement. The San Francisco County
28 Superior Court Case Number is CGC-13-532344.

1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action involving allegations of misclassification of
3 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
4 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
5 the class and PAGA representative action settlement. The Los Angeles County Superior Court
6 Case Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
10 granted final approval of the class and PAGA representative action settlement. The Los Angeles
11 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
12 Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
15 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
16 settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
21 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a real
24 estate and property management company, on behalf of non-exempt employees. On November 4,
25 2016, the court granted approval of the PAGA representative action settlement. The Orange
26 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

27 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-

1 exempt employees. On November 18, 2016, the court granted final approval of the class and
2 PAGA representative action settlement. The San Francisco County Superior Court Case Number
3 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

4 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
5 representative action against a foodservice distributor, on behalf of non-exempt employees. On
6 January 26, 2017, the court granted final approval of the class and PAGA representative action
7 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

8 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
9 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
10 employer's motion to compel arbitration, which resulted in a published opinion by the California
11 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
12 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
13 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
14 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

15 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a consumer packaging company, on
17 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
18 and PAGA representative action settlement. The Los Angeles County Superior Court Case
19 Number is BC590429.

20 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a manufacturer of food service
22 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
23 approval of the class and PAGA representative action settlement. The Orange County Superior
24 Court Case Number is 30-2015-00810013-CU-OE-CXC.

25 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a lumber and hardware company on
27 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
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1 and PAGA representative action settlement. The Orange County Superior Court Case Number is
2 30-2014-00747750-CU-OE-CXC.

3 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
4 representative action against a property management company, on behalf of non-exempt
5 employees. On June 14, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC586234.

8 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a food company on behalf of non-exempt employees. On June 30,
10 2017, the court granted final approval of the class and PAGA representative action settlement. The
11 Sacramento County Superior Court Case Number is 34-2015-00175871.

12 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a chocolate company on behalf of non-exempt employees. On July
14 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
15 The Alameda County Superior Court Case Number is RG15764300.

16 w) LFJ represented the plaintiff in a PAGA representative action, against the
17 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
18 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
19 Los Angeles County Superior Court Case Number is BC569664.

20 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a manufacturer of plastic containers on behalf of non-exempt
22 employees. On October 31, 2017, the court granted final approval of the class and PAGA
23 representative action settlement. The Los Angeles County Superior Court Case Number is
24 BC577233.

25 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
27 employees. On December 11, 2017, the court granted final approval of the class and PAGA
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1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC569646.

3 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a property management company
5 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
6 approval of the class and PAGA representative action settlement. The Los Angeles County
7 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
8 Number is 4819.

9 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a global provider of flexible office
11 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case Number is
13 BC498401.

14 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
16 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
17 County Superior Court Case Number is VCU264528.

18 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a behavioral health service provider on behalf of non-exempt
20 employees. On November 13, 2018, the court granted final approval of the class and PAGA
21 representative action settlement. The Alameda County Superior Court Case Number is
22 RG16811450.

23 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 PAGA representative action against a global provider of products and services to the energy
25 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
26 granted approval of the PAGA representative action settlement. The Kern County Superior Court
27 Case Number is S-1500-CV-280215-SDC.

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1 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
3 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
4 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
5 Council Coordination Proceeding Number is 4886.

6 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
9 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
10 and the Judicial Council Coordination Proceeding Number is 4921.

11 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a national retailer of apparel and
13 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
14 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
15 court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

17 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
18 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
19 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
20 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
21 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
22 of the PAGA representative action settlement. The San Diego County Superior Court Case
23 Number is 37-2016-00005578-CU-OE-CTL.

24 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class and PAGA representative action against a large national drug testing
3 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
4 plaintiff's motion for class certification and certified a class. The San Diego County Superior
5 Court Case Number is 37-2018-00019611-CU-OE-CTL.

6 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
8 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
9 court granted in part the plaintiff's motion for class certification and certified a class. The
10 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
11 Judicial Council Coordination Proceeding Number is 4930.

12 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
13 wage-and-hour class action against manufacturer and supplier of power products and services on
14 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
15 for class certification and certified a class. The San Diego County Superior Court Case Number is
16 37-2015-00025968-CU-OE-CTL.

17 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
18 nutritional products manufacturer on behalf of non-exempt production line employees. On
19 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
20 certified a class. The Solano County Superior Court Case Number is FCS051001.

21 nn) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a plastic packaging company on
23 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
24 for class certification and certified a class. On November 8, 2021, the court granted approval of
25 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA
26 settlement and entered an order dismissing the action. The San Bernardino County Superior Court
27 Case Number is CIVDS1507361.

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BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs Angelica Curiel, Teresa Avila, Kira Chambers, and Christina Romay (collectively, “Plaintiffs”) on the one hand, and Bass Medical Group (“BMG”), Bass Privia Management Company of California (“BPMCC”), and Privia Health Group, Inc. (“PHG”) (collectively, “Defendants”), on the other hand. Plaintiffs and Defendants (collectively, the “Parties”) and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, as of April 5, 2022, the Class is estimated to consist of approximately Three Thousand Three Hundred Ten (3,310) individuals.

10. The effectiveness of Lawyers for Justice, PC, Zakay Law Group, APLC, and JCL Law Firm, APC (collectively, “Plaintiffs’ Counsel” or “Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, the State of California, and PAGA Group Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage-and-hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the matter for over two (2) years since the above-captioned action was commenced by Plaintiff Angelica Curiel (“Plaintiffs Curiel”) on August 4, 2021 and the consolidated action *Kira Chambers v. Bass Medical Group, et al.*, Contra Costa County Superior Court Case No. C22-01058, was commenced by Plaintiff Kira Chambers (“Plaintiffs Chambers”) on May 25, 2022, and were actively preparing the matter for class certification and trial, prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Lynn Frank,

Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to class certification, off-the-clock theory, meal and rest periods, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting extensive investigations, informal discovery, exchange of information, and settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Class Released Claims of Participating Class Members, the PAGA Released Claims of the PAGA Group Members, Curiel's Released Claims, Avila's Released Claims, Chambers' Released Claims, and Romay's Released Claims, with respect the Released Parties.

12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing for class certification and trial. Class Counsel conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiffs, and other sources. The volume of information, data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' employment records, a detailed sampling of Plaintiffs' and other Class Members' time data and pay records, and Defendants' employment practices, procedures, and policies, among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and

1 other Class Members to gather information regarding the facts and circumstances surrounding
2 Plaintiffs' and putative class members' employment and to identify potential witnesses. Counsel
3 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
4 pleadings, discovery, the production of documents and data in the course of litigation and in
5 connection with mediation and settlement negotiations. Class Counsel also drafted pleadings and
6 the mediation brief and prepared for and attended court proceedings, mediation, and settlement
7 negotiations, among other tasks.

8 13. Counsel for the Parties have also invested time researching and investigating the
9 applicable law, which is often evolving as it relates to class certification, PAGA representative
10 actions, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
11 Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered.
12 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
13 reasonable.

14 14. The Settlement provides for a Maximum Settlement Amount of Five Million One
15 Hundred Thousand Dollars and Zero Cents (\$5,100,000.00) (the "Maximum Settlement
16 Amount"). The Net Settlement Amount is the Maximum Settlement Amount less the following
17 amounts subject to approval by the Court: Class Counsel Fees Payment, Class Counsel Litigation
18 Expenses Payment, Class Representative Enhancement Payments, Settlement Administrator
19 Payment, and PAGA Penalty Amount. Assuming that the amounts allocated under the Settlement
20 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
21 for distribution to Participating Class Members is currently estimated to be Two Million Three
22 Hundred and Fifty-Seven Thousand Dollars and Zero Cents (\$2,357,000.00). Additionally, 75%
23 of the PAGA Penalty Amount, which is \$487,500.00 out of \$650,000.00, will be distributed to the
24 Labor and Workforce Development Agency and 25% of the PAGA Penalty Amount, which is
25 \$162,500.00 out of \$650,000.00, will be distributed to the PAGA Group Members. The Maximum
26 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
27 there is no reversion to Defendants.

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1 15. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
2 Settlement Administrator”) to handle the notice and settlement administration process. The Parties
3 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
4 Settlement Administrator. Defendants will provide the Settlement Administrator with a list of
5 Class Members that Defendants will compile from its records, which will include each Class
6 Member’s full name, last known mailing address, Social Security Number, number of Individual
7 Workweeks and Individual Pay Periods (if applicable) that each class member of the Class worked
8 for Defendants during the Class Period, and PAGA Period, respectively, and the Settlement
9 Administrator will calculate each Class Member’s estimated *pro rata* share of the Net Settlement
10 Amount (“Settlement Share”) and each PAGA Group Member’s estimated *pro rata* share of the
11 25% portion of the PAGA Penalty Amount (“PAGA Payment Share”). The Settlement
12 Administrator will also receive Requests for Exclusion, Objections, and disputes regarding
13 Individual Workweeks and/or Individual Pay Periods; provide necessary reports and declarations;
14 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
15 informational and other tax filings and documents; issue and transmit all payments provided for
16 by the Settlement, including and not limited to, mailing Settlement Shares to Participating Class
17 Members and PAGA Payment Shares to PAGA Group Members; and perform any other usual and
18 customary duties for administering a class action settlement. The Settlement Administrator
19 Payment is currently estimated not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00)
20 and will be paid out of the Maximum Settlement Amount, subject to approval of the Court.

21 16. Based on investigation and information discovered, Class Counsel believes that
22 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
23 that Defendants, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly
24 pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
25 associated premium pay, failed to timely pay wages during employment and upon termination of
26 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
27 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
28 business practices in violation of California Business and Professions Code section 17200, *et seq.*

1 and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of
2 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members
3 were expected to perform similar job duties and were subject to the same or similar operations and
4 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendants'
5 recordkeeping practices with respect to Plaintiffs, and Class Members were substantially the same
6 during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that
7 Class Members were not paid all of the compensation that was owed to them by Defendants. Thus,
8 in Class Counsel's view, it is clear that the outcome of this litigation would be determined by
9 Defendants' uniform operations and employment practices, policies, and procedures that Plaintiffs
10 allege applied across Defendants' hourly-paid or non-exempt employees in California during the
11 relevant time period.

12 17. Class Counsel is aware of the defenses and position of Defendants, but believes that
13 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
14 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
15 and the difficulties and delays inherent in such litigation, including those involved in class
16 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
17 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
18 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
19 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
20 mediator, who is experienced and well-regarded in complex labor and employment matters.

21 18. Defendants, on the other hand, denied and continue to deny any liability and
22 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
23 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
24 the Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides have
25 also had the opportunity to conduct investigations and gather documents and information relating
26 to Plaintiffs' and putative Class Members' employment with Defendants, and Defendants'
27 operations and employment policies, practices, and procedures. The Parties also reviewed and
28 analyzed a volume of documents and data, including but not limited to a detailed sampling of Class

Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-eight percent (38%) of the Maximum Settlement Amount (i.e., \$1,938,000.00) and expenses and costs in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), which will be paid out of the Maximum Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) per Plaintiff (for a combined total of Fifty Thousand Dollars and Zero Cents (\$50,000.00)) as Class Representative Enhancement Payments, to be paid out of the Maximum Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them, and actively tried to obtain and provide information that would facilitate the pursuit of the Class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive a Class Representative Enhancement Payment in addition to their Settlement Shares and PAGA Payment Shares (if any), for services performed in the matter on behalf of the Class, PAGA Group Members, and the State of California.

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1 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
2 in the best interests of Plaintiffs, the Class, PAGA Group Members, and the State of California.
3 Class Counsel further submit that the Settlement is within an acceptable range of recovery for this
4 type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of
5 further litigation, and the costs and risks associated with class certification, representative
6 adjudication, trial, and/or appeals.

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

9 Executed on this 7th day of June 2024 at Glendale, California.

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12 Brian J. St. John
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EXHIBIT 1

1 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
2 (“Settlement” or “Agreement”) is made and entered into by and between Plaintiffs ANGELICA
3 CURIEL (“Curiel”), TERESA AVILA (“Avila”), KIRA CHAMBERS (“Chambers”), and
4 CHRISTINA ROMAY (“Romay”) (Curiel, Avila, Chambers, and Romay are collectively,
5 “Plaintiffs” or “Class Representatives”), individually and on behalf of all putative class members,
6 and on behalf of the State of California with respect to aggrieved employees pursuant to the Private
7 Attorneys General Act, and Defendants BASS MEDICAL GROUP (“BMG”), BASS PRIVIA
8 MANAGEMENT COMPANY OF CALIFORNIA (“BPMCC”), and PRIVIA HEALTH GROUP,
9 INC. (“PHG”) (BMG, BPMCC, and PHG are collectively, “Defendants”). Plaintiffs and
10 Defendants are collectively referred to herein as “the Parties.”

11 **I. DEFINITIONS**

12 The following definitions are applicable to this Settlement, in addition to other terms defined
13 elsewhere in this Settlement:

14 1. The “Actions” shall mean *Angelica Curiel v. Bass Medical Group*, Case No.
15 MSC21-01668, filed on August 4, 2021 in the Superior Court for the State of California, County of
16 Contra Costa (the “Curiel Action”) and *Kira Chambers v. Bass Medical Group, et al.*, Case No.
17 C22-01058, filed on May 25, 2022 in the Superior Court for the State of California (the “Chambers
18 Action”) (related and consolidated with the Curiel Action on November 28, 2022), and the
19 operative Complaints filed therein.

20 2. “Class” shall mean (i) all current and former hourly-paid or non-exempt employees
21 of BMG in California during the Class Period and (ii) all individuals who worked for Defendants as
22 independent contractors in California during the Class Period. “Class Member” shall mean an
23 individual who is a member of the Class (or if any such person is incompetent, deceased, or
24 unavailable due to military service, the person’s legal representative or successor in interest
25 evidenced by reasonable verification).

26 3. “Class Counsel” shall mean the attorneys representing Plaintiffs in the Actions,
27 including Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., and Brian J. St. John,
28 Esq. of Lawyers *for* Justice, PC; Shani O. Zakay, Esq., Jackland K. Horn, Esq., and Julieann

Alvarado, Esq. of Zakay Law Group, APLC; and Jean-Claude Lapuyade, Esq., Eduardo Garcia, Esq., and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC.

4. “Class Counsel Fees Payment” shall mean thirty-eight percent (38%) of the Maximum Settlement Amount (currently estimated to be One Million, Nine Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$1,938,000.00)) as Class Counsel’s attorneys’ fees incurred in connection with the Actions, including fees incurred in pre-filing investigation, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures, subject to approval by the Superior Court.

5. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs incurred by Class Counsel in connection with the Actions, including pre-filing investigation, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures, subject to approval by the Superior Court. The Class Counsel Litigation Expenses Payment is not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).

6. “Class Notice” shall mean the Court-approved form of notice to Class Members, which will include language in substantially the same form as “**Exhibit A**” hereto and will notify Class Members of the Preliminary Approval of the Settlement by the Court, the scheduling of the Final Approval Hearing, and the process to object to or request exclusion from the Settlement. The Class Notice shall contain the Class Member’s first and last name, last known address, Individual Workweeks, and estimated Settlement Share. If the Class Member is also a PAGA Group Member, the Class Notice shall also contain the Class Member’s Individual Pay Periods and estimated PAGA Payment Share. The Class Notice shall also provide the Class Members with instructions on how to opt-out of and/or object to the Class Settlement and how to dispute Individual Workweeks and/or Individual Pay Periods.

7. The “Class Period” shall mean the period of time from August 4, 2017, through December 17, 2022.

8. “Class Representative Enhancement Payments” shall mean the payments made to Plaintiffs in their capacity as Class Representatives to compensate them for prosecuting the Actions,

1 and performing work in support of the Actions, in the amount of Twelve Thousand Five Hundred
2 Dollars and Zero Cents (\$12,500.00) per Plaintiff (combined total of Fifty Thousand Dollars and
3 Zero Cents (\$50,000.00)), subject to approval by the Superior Court.

4 9. “Class Settlement” shall mean the settlement and release of the Class Released
5 Claims, as defined in Paragraph 85 below.

6 10. “Defense Counsel” shall mean the attorneys representing Defendants in the Actions,
7 Matthew C. Sgnilek, Esq. and Andrea Rosenkranz, Esq. of O’Hagan Meyer for BMG and Barbra
8 Arnold, Esq. and Brianna Frazier Earley, Esq. of Jeffer Mangels Butler & Mitchell LLP for
9 BPMCC and PHG.

10 11. “Effective Date” shall mean the first court day after the latest of the following: (a) if
11 no Class Member files an objection to the Class Settlement, sixty (60) days following the date of the
12 Final Approval Order; (b) if a Class Member objects to the Class Settlement, the later of (i)
13 dismissal or withdrawal of the objection by the Class Member, (ii) the passage of the date for
14 seeking appellate review of the Final Approval Order without a timely request for review; (iii) the
15 date a Class Member’s appeal of the Final Approval Order has been voluntarily dismissed; or (iv)
16 the date of final resolution of a Class Member’s appeal of the Final Approval Order (including any
17 requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial
18 approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.
19 The occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay any
20 funds into the Settlement Account.

21 12. “Employer Payroll Taxes” shall mean Defendants’ share of payroll taxes and
22 contributions payable to any and all government agencies incurred for the wages portion of
23 payments of Settlement Shares to Participating Class Members pursuant to this Settlement
24 (calculated in accordance with applicable state and federal law governing standard employer payroll
25 taxes). The Employer Payroll Taxes shall be paid separately by BMG (*i.e.*, the amount of any
26 Employer Payroll Taxes shall not come from the Maximum Settlement Amount). For the avoidance
27 of doubt, neither BPMCC nor PHG shall be required to pay Employer Payroll Taxes or to reimburse
28 or indemnify BMG with respect to BMG’s payment of Employer Payroll Taxes.

1 13. “Final Approval Hearing” shall mean the hearing to be conducted by the Superior
2 Court to consider final approval of this Settlement.

3 14. “Final Approval Order” shall mean the order granting final approval of the
4 Settlement issued by the Superior Court after the Final Approval Hearing that approves this
5 Settlement.

6 15. “Individual Pay Periods” shall mean the number of Pay Periods for an individual
7 PAGA Group Member.

8 16. “Individual Workweeks” shall mean the number of Workweeks for an individual
9 Class Member.

10 17. “Judgment” shall mean a judgment entered by the Superior Court following entry of
11 the Final Approval Order.

12 18. “LWDA Payment” shall mean payment to the California Labor and Workforce
13 Development Agency (“LWDA”) constituting seventy-five percent (75%) of the PAGA Penalty
14 Amount assigned to the claim for civil penalties under the Private Attorneys General Act, California
15 Labor Code Section 2698, *et seq.* (“PAGA”).

16 19. “Maximum Settlement Amount” shall mean the maximum settlement amount of Five
17 Million One Hundred Thousand Dollars and Zero Cents (\$5,100,000.00) payable by BMG as
18 provided by this Agreement, exclusive of Employer’s Payroll Taxes. However, in the event that the
19 number of Workweeks worked by the Class Members during the Class Period (which Defendants
20 represent was approximately 171,602 as of October 8, 2022) increases by 5% or more (i.e., to
21 more than 180,183 Workweeks), then Defendants shall have the option of either (i) increasing
22 the Net Settlement Amount by an amount determined by the following formula: ([Actual
23 Number of Workweeks – 180,183] ÷ 180,183) x Net Settlement Amount; or (ii) changing the
24 end date of the Class Period to a date for which there are no more than 180,183 workweeks (in
25 which case the end date of the PAGA Period shall also be changed such that it is consistent with
26 the end date of the Class Period). For the avoidance of doubt, neither BPMCC nor PHG shall be
27 required to pay any portion of the Maximum Settlement Amount or to reimburse or indemnify
28 BMG with respect to BMG’s payment of Maximum Settlement Amount.

1 20. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
2 Class Representative Enhancement Payments approved by the Superior Court; (ii) the Class
3 Counsel Fees Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses
4 Payment approved by the Superior Court; (iv) the PAGA Penalty Amount approved by the Superior
5 Court; (v) the Settlement Administrator Payment approved by the Superior Court; and (vi) any other
6 fees or expenses (other than the Class Counsel Fees Payment and the Class Counsel Litigation
7 Expenses Payment) incurred in implementing the terms and conditions of this Agreement as
8 approved by the Superior Court.

9 21. “Non-Participating Class Member(s)” shall mean any Class Member(s) who properly
10 and timely submit a Request for Exclusion.

11 22. The “PAGA Group” shall mean all current and former non-exempt employees of
12 BMG in California during the PAGA Period and (ii) all individuals who worked for Defendants as
13 an independent contractor in California during the PAGA Period.

14 23. “PAGA Group Member” shall mean an individual who is a member of the PAGA
15 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the
16 person’s legal representative or successor in interest evidenced by reasonable verification).

17 24. “PAGA Payment” shall mean 25% of the PAGA Penalty Amount (*i.e.*, One Hundred
18 and Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$162,500.00)), which shall be
19 distributed on a *pro rata* basis to the PAGA Group Members based upon the Individual Pay Periods.

20 25. “PAGA Payment Shares” shall mean the value of each PAGA Group Member’s
21 share of the PAGA Payment as provided by this Agreement.

22 26. “PAGA Penalty Amount” shall mean the amount of Six Hundred and Fifty Thousand
23 Dollars and Zero Cents (\$650,000.00) from the Maximum Settlement Amount allocated to
24 Plaintiffs’ claim for penalties under PAGA, of which seventy-five percent (75%) will be paid to the
25 LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%) will be distributed to the PAGA
26 Group Members (*i.e.*, the PAGA Payment). One hundred percent (100%) of the PAGA Penalty
27 Amount is considered penalties and will not be subject to local, state, or federal tax withholdings.
28 All recipients of payments from the PAGA Penalty Amount will have such payments reported on an

1 IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099 (if required) to the
2 PAGA Group Members.

3 27. The “PAGA Period” shall mean the period of time from May 25, 2021, through
4 December 17, 2022.

5 28. “PAGA Settlement” shall mean the settlement and release of the PAGA Released
6 Claims, as defined in Paragraph 86 below.

7 29. “Participating Class Member(s),” shall mean any Class Member(s) who do not
8 properly and timely submit a Request for Exclusion pursuant to the instructions provided in the
9 Class Notice.

10 30. “Pay Period” shall mean any pay period during the PAGA Period in which a PAGA
11 Group Member actually received payment from BMG, BPMCC, and/or PHG as a non-exempt
12 employee, exempt employee, and/or independent contractors.

13 31. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
14 Settlement without material change that the Parties anticipate will be made following submission of
15 this Agreement to the Court.

16 32. “Released Parties” shall mean Defendants, and each of their past, present, and/or
17 future, direct and/or indirect, officers, directors, members, managers, employees, agents,
18 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
19 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

20 33. “Settlement Administrator” shall mean Phoenix Settlement Administrators, the
21 settlement administrator proposed by the Parties to administer the Settlement, subject to approval
22 and appointment by the Superior Court

23 34. “Settlement Administrator Payment” shall mean the payment to the Settlement
24 Administrator for its fees and expenses in administering this Settlement, in an amount not to exceed
25 Thirty Thousand Dollars and Zero Cents (\$30,000.00).

26 35. “Settlement Share(s)” shall mean each Participating Class Member’s *pro rata* share
27 of the Net Settlement Amount as provided by this Agreement.

28 36. “Superior Court” shall mean the Superior Court of California for the County of

1 Contra Costa.

2 37. “Workweek” shall mean any week during the Class Period in which a Class
3 Member actually performed paid work as an hourly-paid or non-exempt employee of BMG or as an
4 independent contractor for BMG, BPMCC, and/or PHG.

5 **II. RECITALS**

6 38. On August 4, 2021, Curiel filed a Class Action Complaint against BMG in the
7 Contra Costa County Superior Court, Case No. MSC21-01668. In her Class Action Complaint,
8 Curiel pled causes of action for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum
9 Wages; (3) Failure to Provide Meal Periods or Pay Meal Period Premiums; (4) Failure to Provide
10 Rest Breaks or Pay Rest Break Premiums; (5) Failure to Provide Accurate Itemized Wage
11 Statements and Maintain Payroll Records; (6) Failure to Timely Pay Final Wages; (7) Failure to
12 Timely Pay Wages During Employment; (8) Failure to Reimburse Necessary Business Expenses;
13 and (9) Unlawful and Unfair Business Practices (“Curiel Action”).

14 39. On March 15, 2022, Chambers, on behalf of the PAGA Group, gave written notice to
15 the Labor Workforce and Development Agency (“LWDA”) and BMG of the sections of the
16 California Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is
17 alleged to have violated (“Chambers LWDA Exhaustion Letter”).

18 40. On May 25, 2022, Chambers filed a Class Action Complaint against Defendants in
19 the Contra Costa County Superior Court, Case No. C22-01058. In her Class Action Complaint,
20 Chambers pled causes of action for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code
21 §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4)
22 Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure
23 to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse Employees for Required
24 Expenses; (8) Failure to Provide Wages When Due; and (9) Violation of the Private Attorneys
25 General Act (“Chambers Action”).

26 41. On August 2, 2022, Chambers, on behalf of the PAGA Group, filed an amended
27 notice with the LWDA, and gave written notice to Defendants, identifying BPMCC and PHG and
28 the entities designated as DOES 1 and 2, respectively (the “Chambers Amended LWDA Exhaustion

Letter”).

42. On October 6, 2022, Avila, on behalf of the PAGA Group, gave written notice to the LWDA and BMG of the sections of the Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is alleged to have violated (“Avila LWDA Exhaustion Letter”).

43. On November 29, 2022, the Superior Court consolidated the Curiel Action and the Chambers Action.

44. On April 15, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Actions, thereby adding Plaintiffs Avila and Romay and a cause of action for civil penalties pursuant to PAGA.

45. Defendants have denied, and continue to deny, all of Plaintiffs’ material allegations. Specifically, Defendants contend (1) they did not fail to pay the Class the minimum, straight time, and/or overtime wages; (2) they paid the Class for all hours worked; (3) they provided the Class with all meal periods and associated premium pay (if required) according to law; (4) they provided the Class with all rest periods and associated premium pay (if required) according to law; (5) they did not fail to timely pay the Class wages due and owing during employment and/or upon separation; (6) they provided the Class with accurate itemized wage statements, consistent with Labor Code Section 226; (7) it properly maintained all payroll records; (8) they reimbursed employees for all necessary business expenditures; (9) they did not violate California Business & Professions Code Section 17200, *et seq.*; (10) they did not engage in conduct giving rise to civil penalties recoverable under PAGA; and (11) Defendants are not liable for damages, including unpaid wages, liquidated damages, statutory or civil penalties, attorneys’ fees, or costs of litigation to the Class, State of California, or PAGA Group Members.

46. In connection with the Actions, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties engaged in extensive informal discovery and exchange of information, including and not limited to, Defendants’ production of voluminous information, documents, and data. Specifically, Defendants produced, *inter alia*, Human Resources documents and policies in effect during the Class Period and the PAGA Period,

1 as well as the time records and payroll data of Class Members and PAGA Group Members, all of
2 which were reviewed, investigated, and analyzed by Class Counsel.

3 47. On October 11, 2022, the Parties participated in a full day of mediation before an
4 experienced employment and class action mediator, Lynn Frank, Esq. (the “Mediation”).
5 Ultimately, with the aid of the mediator’s recommendation, the Parties reached a settlement and
6 entered into a Memorandum of Understanding (fully executed on November 3, 2022) for the
7 resolution of the Actions.

8 48. Defendants have denied, and continued to deny all charges of wrongdoing or liability
9 arising out of any of the conduct, acts, or omissions that have been alleged or that could have been
10 alleged in the Action. Defendants also dispute that Plaintiffs, the Class, or the PAGA Group have
11 suffered damages or harm by reason of any conduct, acts, or omissions of Defendants. Defendants
12 do not concede or agree that class certification or treatment is proper, except for the purposes of this
13 Settlement. However, Defendants consider it desirable to resolve the Action, on the terms stated
14 herein, in order to avoid further risk, expense, inconvenience, and interference with ongoing
15 business operations. The Settlement described in this Agreement represents a compromise and
16 settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as
17 an admission by Defendants that Plaintiffs’ claims in the Actions have any merit or that they have
18 any liability to Plaintiffs, the Class, the PAGA Group or the State on those claims, or as an
19 admission by Plaintiffs that Defendants’ defenses in Action have any merit. This Settlement is
20 intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the
21 released claims subject to the terms and conditions set forth in this Settlement.

22 49. Based on its own thorough, independent investigation and evaluation of this case,
23 Class Counsel is of the opinion that the Settlement of this Action with Defendants for the
24 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
25 best interests of the Class in light of all known facts and circumstances, including the risk of
26 significant costs and delay, the risk of non-certification of the Class, the risk of a finding that the
27 PAGA claim is not manageable, the defenses asserted by Defendants, the risks of adverse
28 determinations on the merits, and the Superior Court’s discretion with respect to assessment of civil

1 penalties, and numerous potential appellate issues. Although Defendants contend that they have no
2 liability in the Actions, Defense Counsel shares Class Counsel's belief that the Settlement
3 represents a fair and adequate settlement given the respective risks associated with the case.

4 50. Based on the foregoing Recitals, the Parties agree as follows:

5 **III. PROCEDURE FOR APPROVAL**

6 51. **Preliminary Approval of Settlement.** After the execution of this Agreement and
7 on-or before the Superior Court-ordered deadline, Plaintiffs shall submit to the Superior Court a
8 Motion for Preliminary Approval of Settlement with supporting papers and a proposed Preliminary
9 Approval Order that (1) preliminarily approves this Agreement and Settlement as fair, just,
10 reasonable, and adequate, (2) conditionally certifies a Class for settlement purposes only, (3)
11 appoints Class Counsel, (4) appoints Plaintiffs as Class Representatives; (5) approves and directs
12 Class Notice to the Class Members as described in this Agreement; and (6) sets a Final Approval
13 Hearing for no earlier than one hundred and twenty (120) calendar days from the date of the
14 Preliminary Approval Order. Any unresolved disagreement among the Parties concerning the Class
15 Notice or other documents necessary to implement the Settlement will be referred first to Lynn
16 Frank, Esq., and if no resolution is reached, then to the Superior Court.

17 52. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that
18 they will jointly appear and support the granting of the Motion for Preliminary Approval and obtain
19 an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date
20 for the Final Approval Hearing no earlier than one hundred and twenty (120) calendar days from the
21 date of the order granting Preliminary Approval.

22 53. Should the Superior Court require any amendments to this Agreement or the Motion
23 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure
24 the Superior Court's Preliminary Approval.

25 54. Should the Superior Court decline to preliminarily approve any material aspects of
26 the Settlement, the Settlement will be null and void and the Parties will have no further obligations
27 under it. In such event, the Parties shall be returned to their respective positions as of the date and
28 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all

1 respects as if this Agreement had not been executed.

2 **55. Appointment of Settlement Administrator.** In or contemporaneous with the
3 Motion for Preliminary Approval, the Parties will move the Superior Court for an order appointing
4 Phoenix Class Action Administrators, a qualified and experienced administrator based in California
5 where the Actions are venued, to serve as the Settlement Administrator, which, as a condition of
6 appointment, will agree to be bound by this Agreement with respect to the performance of its duties
7 and its compensation. The Settlement Administrator's duties will include (i) calculating Settlement
8 Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all
9 Class Members; (iii) using reasonable measures to contact all Class Members, including conducting
10 a National Change of Address search on all Class Members before mailing the Class Notice to each
11 Class Member's address; (iv) re-mailing the Class Notice to the Class Member's new address for
12 those Class Members whose address had changed; (v) setting up a toll-free telephone number to
13 receive calls from Class Members; (vi) receiving requests for exclusion and objections to the
14 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
15 and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments
16 due under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating
17 Class Members, including use of a "skip-trace" for undeliverable checks; and (x) otherwise
18 administering the Settlement pursuant to this Agreement including paying and reporting the
19 employer's share of the payroll taxes to the appropriate taxing agency. The Settlement
20 Administrator will have the final authority to resolve all disputes concerning the calculation of a
21 Participating Class Member's Settlement Share and/or PAGA Group Member's PAGA Payment
22 Share, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable
23 fees and expenses are estimated to not exceed Thirty Thousand Dollars and Zero Cents
24 (\$30,000.00) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject
25 to Court approval.

26 **56. Class Notice and Claims Process.** After the Superior Court enters its order granting
27 Preliminary Approval, every Class Member will be provided with the Class Notice (in English and
28 Spanish) which will include the Class Notice completed to reflect the order granting Preliminary

1 Approval of the Settlement and the Class Member's information as follows:

2 (a) Within twenty-one (21) calendar days after the Motion for Preliminary
3 Approval is granted, Defendants will provide to the Settlement Administrator only the "Class
4 Members' Data," which shall consist of an electronic database containing each Class Member's (i)
5 first and last name, (ii) last known mailing address, (iii) Social Security number or Tax ID, (iv) total
6 number of Individual Workweeks, and (v) if the Class Member is also a PAGA Group Member, the
7 total number of Individual Pay Periods. The Class Members' Data shall be presumed to be correct
8 for purposes of this Settlement (notwithstanding the Parties' acknowledgment that Defendants'
9 records may be imperfect). The Class Members' Data shall be used by the Settlement
10 Administrator solely for the purposes of providing the Class Notice and otherwise administering the
11 Settlement. If any or all of the Class Members' Data are unavailable to Defendants, Defendants
12 will so inform Class Counsel prior to the date on which Defendants are required to submit the Class
13 Members' Data to the Settlement Administrator and the Parties will make their best efforts to
14 reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to
15 the Settlement Administrator. If the Parties are unable to agree, the dispute will be referred to the
16 mediator, Lynn Frank, Esq. This information will otherwise remain confidential and will not be
17 disclosed to anyone, except as required to applicable taxing authorities, as required to carry out the
18 reasonable efforts to identify Class Member information as described in Paragraphs 56(b) and 56(c),
19 pursuant to Defendants' express written authorization, or by order of the Superior Court.

20 (b) Within seven (7) calendar days after receiving the Class Members' Data, or
21 as soon thereafter as it is able to do so, the Settlement Administrator will (i) conduct a search of the
22 U.S. Postal Service National Change of Address ("NCOA") database for any updates to the mailing
23 addresses included in the Class Members' Data and (ii) mail the Class Notice to all identified Class
24 Members via first-class U.S. Mail. using the mailing address information obtained through the
25 NCOA search or provided by Defendants.

26 (c) If a Class Notice is returned by the U.S. Postal Service as undeliverable on or
27 before the Response Deadline without a forwarding address, the Settlement Administrator will
28 promptly, and not later than five (5) days from receipt of the returned packet, search for a more

1 current address for the Class Member and, if a more current address is found, re-mail the Class
2 Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and
3 otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more
4 current address. If a Class Notice is returned by the U.S. Postal Service as undeliverable on or
5 before the Response Deadline with a forwarding address, the Settlement Administrator will
6 promptly re-mail the Class Notice to the Class Member using the forwarding address. The
7 Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-
8 upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for
9 whom a Class Notice is returned by the U.S. Postal Service on or before the Response Deadline.
10 Any such Class Members who failed to receive a Class Notice, or who were subject to a re-mailing
11 of the Class Notice as described herein shall have their Response Deadline extended by fifteen (15)
12 calendar days from the original deadline.

13 (d) The Settlement Administrator will inform Class Counsel and Defense
14 Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a
15 weekly status report.

16 (e) Not later than sixteen (16) court days prior to the Final Approval Hearing, the
17 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
18 compliance with its obligations under this Settlement. The declaration will be filed with the papers
19 submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement
20 Administrator will supplement its declaration of due diligence if any material changes occur from
21 the date of the filing of its prior declaration.

22 **57. Participating Class Members; Requests for Exclusion from Class Settlement;**
23 **and Objections to Class Settlement.** Class Members may submit requests to be excluded from the
24 Class Settlement or objections to the Class Settlement pursuant to the following procedures:

25 (a) **Participating Class Members.** Each Class Member shall be deemed to be a
26 Participating Class Member unless they submit a complete, timely, and valid Request for Exclusion
27 as provided below. All Participating Class Members shall be bound by the provisions and releases
28 contained in this Settlement as it pertains to the Class Settlement.

1 (b) **Request for Exclusion from Class Settlement.** Class Members who wish to
2 be excluded from the Class Settlement (“opt out” of the Settlement) must submit a written request
3 (“Request for Exclusion”) to the Settlement Administrator not later than forty-five (45) days after
4 the date that the Settlement Administrator first mails the Class Notices (the “Response Deadline”).
5 Requests for Exclusion may be submitted to the Settlement Administrator via U.S. Mail only. To be
6 valid, a Request for Exclusion must include the Class Member’s (i) full name, (ii) address, (iii) last
7 four digits of Class Member's Social Security number, and (iv) the following statement or a similar
8 statement: “I wish to exclude myself from the class settlement reached in the matter of *Curiel, et al.*
9 *v. Bass Medical Group, et al.* I understand that by excluding myself, I will not receive any money
10 from the class settlement reached in this matter,” and must be completed in full, signed, and
11 returned to the Settlement Administrator by the Response Deadline. A Class Member who does not
12 complete and submit a valid and timely Request for Exclusion will remain a Participating Class
13 Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the
14 Settlement and by the Judgment, as they pertain to the Class Settlement. A Class Member who
15 timely submits a valid Request for Exclusion will not participate in, or be bound by, the Class
16 Settlement and will not be issued any payment pursuant to the Class Settlement, and will not have
17 any right to object, appeal, or comment thereon. Notwithstanding the foregoing, in the event a Non-
18 Participating Class Member is also a PAGA Group Member, that individual will receive a PAGA
19 Payment and will be bound by the release of the PAGA Group Released Claims (as defined below).
20 The Settlement Administrator will provide Class Counsel, Defense Counsel, and the Superior Court
21 with only the names of the Non-Participating Class Members.

22 (c) A Class Member who timely submits a valid Request for Exclusion will not
23 participate in, or be bound by, the Class Settlement, will not receive any payment pursuant to the
24 Class Settlement, and will not have any right to object, appeal, or comment thereon. All PAGA
25 Group Members will be bound to the PAGA Settlement, will release the PAGA Released Claims,
26 and will receive their PAGA Payment Share regardless of their decision to participate in the Class
27 Settlement.

28 (d) **Objections to Class Settlement.** If any Participating Class Member wishes

1 to object to the Class Settlement and/or to be heard by the Superior Court, he or she may submit a
2 written objection to the Settlement Administrator by the Response Deadline. Any written objection
3 to the Class Settlement must state the Participating Class Member's (i) full name, (ii) address, (iii)
4 last four digits of the Participating Class Member's Social Security number, (iv) the dates of the
5 Participating Class Member's employment and/or independent contractor relationship with BMG,
6 BPMCC and/or PHG, (v) the basis for each objection in clear and concise terms, (vi) the full name,
7 address, and telephone number of any legal representative of the Participating Class Member, and
8 (vii) whether the Participating Class Member intends to appear at the Final Approval Hearing. In
9 addition to, or in lieu of, a written objection in the manner and by the deadline specified herein, a
10 Participating Class Member may appear at the Final Approval Hearing to state their objection to the
11 Class Settlement orally. If a Participating Class Member fails to submit a written objection or to
12 appear at the Final Approval hearing to make an oral objection, the Participating Class Member will
13 be deemed to have waived all objections and will be foreclosed from making any objections –
14 whether by appeal or otherwise – to the Class Settlement.

15 (e) If a Class Member submits both a Request for Exclusion and a written
16 objection, the Settlement Administrator shall attempt to contact the Class Member and determine
17 whether the Class Member would like to withdraw either the Request for Exclusion or the
18 objection. If the Class Member does not withdraw the Request for Exclusion, or if the Settlement
19 Administrator is unable to make contact with a Class Member who submits both a Request for
20 Exclusion and an objection, the Request for Exclusion shall be valid and it shall be presumed that
21 the Class Member does not wish to participate in the Class Settlement.

22 (f) If the Superior Court rejects the Participating Class Member's objection to
23 the Class Settlement, or if the Superior Court approves the Settlement despite any objections to the
24 Class Settlement, the Class Member will be deemed to be a Participating Class Member and will be
25 bound by the terms of this Settlement as it pertains to the Class Settlement.

26 58. **Report.** Not later than seven (7) calendar days after the Response Deadline, the
27 Settlement Administrator will provide each Defendant, through its respective Defense Counsel, with
28 a complete and accurate list of names for all Participating Class Members, all Non-Participating

1 Class Members who submitted a timely and valid Request for Exclusion, all PAGA Group
2 Members, and all Class Members who objected to the Class Settlement. The report shall also be
3 accompanied by itemized calculations of the Settlement Shares for each Participating Class Member
4 and the PAGA Payment Shares for each PAGA Group Member. The Settlement Administrator
5 shall also provide the Parties with a report identifying the number of Participating Class Members,
6 the number of Non-Participating Class Members, the number of PAGA Group Members, the
7 number of Class Members who submitted a valid written objection, and a list of Class Members
8 who submitted a valid written objection to the Settlement. Class Counsel shall also receive a list of
9 the names of the Class Members who objected to the Class Settlement and all Class Members who
10 submitted a timely and valid Request for Exclusion.

11 **59. Resolution of Class Member and PAGA Group Member Disputes Regarding**
12 **Individual Workweeks and/or Individual Pay Periods.** If a Class Member and/or PAGA Group
13 Member disputes the number of his or her Individual Workweeks and/or Individual Pay Periods as
14 stated in the Class Notice, the Class Member and/or PAGA Group Member must, by the Response
15 Deadline, submit a dispute (“Workweeks or Pay Periods Dispute”) to the Settlement Administrator.
16 A Workweeks or Pay Periods Dispute must include the Class Member’s and/or PAGA Group
17 Member’s (i) full name, (ii) address, and (iii) a statement of the number of Workweeks and/or Pay
18 Periods that he or she contends were worked, and should be submitted together with any
19 documentation the Class Member and/or PAGA Group Member has to support their contention.
20 The Settlement Administrator shall notify Defendants of the dispute and provide them with a copy
21 of the Class Notice and any documentation received in support of the dispute within three (3) court
22 days of receipt thereof. Defendants shall review their payroll and personnel records and verify the
23 correct number of Individual Workweeks and/or Individual Pay Periods for the disputing Class
24 Member(s) and/or PAGA Group Member(s) within five (5) court days of the Settlement
25 Administrator’s notification. Defendants’ records will have a rebuttable presumption of accuracy.
26 Within three (3) court days of Defendants’ verification, the Settlement Administrator will make a
27 determination of the Class Member’s and/or PAGA Group Member’s number of Individual
28 Workweeks and/or Individual Pay Periods and that determination will be final, binding on the

Parties and the Class Member and/or PAGA Group Member, and not appealable. Upon resolution, the Settlement Administrator shall notify Class Counsel of any impact on the Workweeks, only.

60. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to submit a Request for Exclusion, object to the Class Settlement, and/or appeal from any judgment in this Action. If ten percent (10%) or more of the Class Members submit valid Requests for Exclusion and are deemed to be Non-Participating Class Members, then Defendants shall have the unilateral right to void this Settlement. Defendants may do so by giving notice to Plaintiffs and the Court of its election to void the Settlement not later than fourteen (14) court days after the Settlement Administrator issues its report identifying the number of Participating Class Members, the number of Non-Participating Class Members, and the number of Class Members who objected to the Class Settlement as described in Paragraph 57(d). Notwithstanding any other provisions in this Settlement, no sums shall be payable by Defendants in the event that this Settlement is voided as provided for herein.

61. Final Approval and Judgment.

(a) Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will prepare and file with the Superior Court a Motion for Final Approval of the Settlement, including payment of the Settlement Administrator Payment, and a memorandum in support of their motion (“Motion for Final Approval”), including requests for awards of the Class Representative Enhancement Payments, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Settlement Administrator Payment, pursuant to this Settlement, and memoranda in support of its motion. Absent the escalator provisions outlined in Paragraph 19, if applicable, Plaintiffs will not seek additional fees from Defendants or an increase in the Maximum Settlement Amount as part of the Motion for Final Approval.

(b) Not later than five (5) court days before the Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class Member’s written objection to the Settlement and/or reply in support of the Motion for Final Approval, to the extent that any opposition to said motion is filed.

1 (c) If the Superior Court ultimately does not grant Final Approval of the
2 Settlement, or grants final approval conditioned on any material change to the Settlement that is not
3 agreed to by one of the Parties, then any Party will have the right to void the Settlement and the
4 Parties will have no further obligations under the Settlement, including any obligation by BMG to
5 pay any amounts that otherwise would have been payable under this Settlement, except that the
6 voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of
7 the date that the Party exercises the right to void the Settlement under this Paragraph. In such event,
8 the Parties shall be returned to their respective positions as of the date and time immediately prior to
9 the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement
10 had not been executed. An award by the Superior Court of a lesser amount than that sought by
11 Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, the Class
12 Counsel Fees Payment, and/or the Class Counsel Litigation Expenses Payment will not constitute a
13 material change to the Settlement within the meaning of this Paragraph.

14 (d) Upon final approval of the Settlement by the Superior Court at or after the
15 Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a
16 Proposed Final Approval Order and Judgment. The entry of the Final Approval Order and
17 Judgment shall permanently bar all Participating Class Members from prosecuting Class Released
18 Claims against Defendants.

19 (e) After entry of the Judgment, the Superior Court will have continuing
20 jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Settlement,
21 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
22 may be appropriate under court rules or applicable law.

23 62. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
24 and conditions of this Settlement, and following the occurrence of the Effective Date, Plaintiffs,
25 Participating Class Members, Defendants, and their respective counsel hereby waive any and all
26 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
27 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under
28 Code of Civil Procedure Section 473, and any extraordinary writ, and the Judgment therefore will

1 become non-appealable by them at the time it is entered. The waiver of appeal does not include any
2 waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If
3 an appeal is taken from the Judgment, the time for consummation of the Settlement (including
4 making payments under the Settlement) will be suspended until such time as the appeal is finally
5 resolved and the Judgment, consistent with the terms of this Settlement, becomes final.

6 **63. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
7 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
8 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
9 Judgment such that there is a material modification to the Settlement, and that court's decision is
10 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
11 either Party will have the right to void the Settlement, which the Party must do by giving written
12 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
13 calendar days after the reviewing court's decision vacating, reversing, or materially modifying the
14 Judgment becomes final. A vacation, reversal, or modification of the Superior Court's award of the
15 Class Representative Enhancement Payments, the Class Counsel Fees Payment, and/or Class
16 Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material
17 modification of the Judgment within the meaning of this Paragraph.

18 **64. Establishment of Settlement Account.** The Settlement Administrator shall
19 establish a settlement account ("Settlement Account") within ten (10) court days of the Effective
20 Date and notify the Parties when the Settlement Account has been established. The Settlement
21 Administrator shall also provide Defendants with an itemized statement for the total amount to be
22 deposited into the Settlement Account, which shall not exceed the Maximum Settlement Amount
23 ("Settlement Account Deposit"). Within ten (10) calendar days after receiving notification of the
24 Settlement Account and statement for the Settlement Account Deposit, BMG shall pay into the
25 Settlement Account an amount equal to the Settlement Account Deposit. BMG shall have no
26 obligation to pay any additional funds into the Settlement Account. For the avoidance of doubt,
27 neither BPMCC nor PHG shall be required to pay any portion of the Settlement Account Deposit or
28 to reimburse or indemnify BMG with respect to BMG's payment of the Settlement Account

1 Deposit.

2 **65. Payment of Settlement Shares.** The Settlement Administrator shall pay to each
3 Participating Class Member his or her Settlement Share from the Settlement Account. The
4 Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
5 amount after withholdings (for the wages portion of each Settlement Share) to the Participating
6 Class Member at the address indicated in the Class Member's Data. Such payment shall be sent by
7 the Settlement Administrator via U.S. Mail within fourteen (14) calendar days of its receipt of the
8 Settlement Account Deposit from BMG.

9 **66. Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to
10 each PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The
11 Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
12 appropriate amount to the PAGA Group Member at the address indicated in the PAGA Group
13 Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
14 fourteen (14) calendar days of its receipt of the Settlement Account Deposit from BMG. The
15 Settlement Administrator may, at its discretion, distribute the Settlement Share and PAGA Payment
16 Share by way of a single check that combines both payments (if applicable).

17 **67. Time Period that Settlement Share and PAGA Payment Share Checks Remain**
18 **Valid and Negotiable.** Any checks paid to Participating Class Members and/or PAGA Group
19 Members shall be negotiable for one hundred and eighty (180) calendar days from the date of their
20 issuance. If a check is returned to the Settlement Administrator within ninety (90) calendar days of
21 mailing, the Settlement Administrator shall take all reasonable efforts to identify the Participating
22 Class Member's and/or PAGA Group Member's correct address, including the performance of a
23 "skip-trace." The Settlement Administrator will keep an accounting of all funds and shall give
24 notice to the Parties of the total balance of funds in the Settlement Account. If an updated address
25 can be identified, the Settlement Administrator shall issue another check to the Participating Class
26 Member and/or PAGA Group Member and mail it to the Participating Class Member and/or PAGA
27 Group Member at his or her updated address. If an updated address for the Participating Class
28 Member and/or PAGA Group Member cannot be identified, if a reissued check is once again

1 returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed
2 after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting
3 of such funds and shall give notice to the Parties of the total balance of uncashed Settlement Shares
4 and/or PAGA Payment Shares. A Participating Class Member who fails to negotiate or receive
5 their Settlement Share check despite the procedures described above shall nevertheless remain
6 bound by the Settlement and the releases contained herein. A PAGA Group Member who fails to
7 negotiate or receive their PAGA Payment Share check despite the procedures described above shall
8 nevertheless remain bound by the Settlement and the releases contained herein.

9 **68. Cancellation of Settlement Share and PAGA Payment Share Checks.** All
10 Settlement Share and/or PAGA Payment Share checks that are not cashed, deposited, or otherwise
11 negotiated, will be cancelled after one hundred and eighty (180) calendar days after first issuance,
12 or in the case of a re-mailed check, will be canceled within ninety (90) calendar days of re-issuance,
13 and funds from such canceled checks shall be transmitted by the Settlement Administrator to the
14 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
15 Civil Code Section 1500, *et seq.*, in the names of those Participating Class Members and/or PAGA
16 Group Members whose checks were cancelled until such time they claim their property. The Parties
17 agree that this disposition results in no “unpaid residue” under California Civil Procedure Code §
18 384.

19 **69. Final Report by Settlement Administrator to Superior Court.** Within ten (10)
20 calendar days after final disbursement of all funds from the Settlement Account, the Settlement
21 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
22 final summary report on the disbursements of all funds from the Settlement Account. Within ten
23 (10) days after transmission to Controller of the State of California of any funds remaining after
24 cancellation of checks, the Settlement Administrator will serve on the Parties and file with the
25 Superior Court a declaration providing a final summary report regarding the transmission of said
26 funds to Controller of the State of California as outlined Paragraph 68.

27 **IV. SETTLEMENT TERMS AND CONDITIONS**

28 **70. Conditional Certification for Settlement Purposes.** Solely for the purposes of

1 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the
2 conditional certification of the Class as defined herein. The Parties agree that if for any reason the
3 Settlement is not preliminarily and/or finally approved, the conditional certification of the Class will
4 be of no force or effect, does not constitute an admission by Defendants that class certification is
5 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties will
6 litigate the issue of class certification.

7 **71. Settlement Shares.** Subject to the terms and conditions of this Settlement, the
8 Settlement Administrator will calculate the estimated Settlement Shares for each Class Member
9 within ten (10) calendar days after Defendants provide the Settlement Administrator with the Class
10 Members' Data, prior to mailing the Class Notice. The estimated Settlement Share for each Class
11 Member and the final Settlement Share for each Participating Class Member will be calculated as
12 set forth below. The following formulas do not constitute an admission by Defendants of any
13 wrongdoing or liability, and are intended only to provide a practical means to simplify and
14 administer the settlement administration process:

15 **(a) Number of Class Members and Workweeks.** Defendants shall determine
16 the total number of Class Members and the Individual Workweeks for those Class Members as of
17 the time of Preliminary Approval.

18 **(b) Calculation of the Workweek Value.** The Settlement Administrator shall
19 determine the estimated value of a Workweek ("Preliminary Workweek Value") by taking the Net
20 Settlement Amount and dividing it by the sum of all Class Members' Individual Workweeks. After
21 the Effective Date, the Settlement Administrator shall determine the final value of a Workweek
22 ("Final Workweek Value") by taking the Net Settlement Amount and dividing it by the sum of all
23 Participating Class Members' Individual Workweeks.

24 **(c) Calculation of Settlement Shares.** For the estimated calculations to be
25 included in the Class Notice, the Settlement Administrator shall assign to each Class Member a
26 Settlement Share which shall be equal to the Preliminary Workweek Value multiplied by each Class
27 Member's Individual Workweeks. Upon calculation of the Class Members' estimated Settlement
28 Shares, and prior to the mailing of the Class Notice, the Settlement Administrator shall furnish to

1 Class Counsel and Defense Counsel a worksheet containing a list of employee identification
2 numbers for the Class Members with their corresponding Individual Workweeks and Settlement
3 Shares. After the Effective Date, the Settlement Administrator shall assign to each Participating
4 Class Member a Settlement Share which shall be equal to the Final Workweek Value multiplied by
5 each Participating Class Member's Individual Workweeks. Upon calculation of the Participating
6 Class Members' final Settlement Shares, the Settlement Administrator shall furnish to Class
7 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
8 the Participating Class Members with their corresponding Individual Workweeks and Settlement
9 Shares.

10 **72. PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
11 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
12 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group
13 Members' Data, and then again after the Effective Date. The PAGA Payment Share for each
14 PAGA Group Member will be calculated as follows. The formulas below do not constitute an
15 admission by Defendants of any wrongdoing or liability and are intended only to provide a practical
16 means to simplify and administer the settlement distribution process:

17 **(a) Number of PAGA Group Members and Pay Periods.** Defendants shall
18 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
19 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
20 provided to the Settlement Administrator along with the Class Members' Data as described in
21 Paragraph 56(a) above.

22 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
23 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount
24 and dividing it by the sum of all PAGA Group Members' Pay Periods.

25 **(c) Calculation of PAGA Payment Shares.** Both prior to the mailing of the
26 Class Notice and after the Effective Date, the Settlement Administrator shall assign to each PAGA
27 Group Member a PAGA Payment Share which shall be equal to the Pay Period Value multiplied by
28 each PAGA Group Member's Individual Pay Periods. Upon calculation of the PAGA Group

1 Members' PAGA Payment Shares, both prior to the mailing of the Class Notice and after the
2 Effective Date, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a
3 worksheet containing a list of employee identification numbers for the PAGA Group Members with
4 their corresponding Individual Pay Periods and PAGA Payment Shares.

5 73. **Taxes and Withholdings.** Twenty percent (20%) of each Settlement Share shall
6 represent wages and the remaining eighty percent (80%) of each Settlement Share shall represent
7 penalties, interest, and non-wage damages. The portion of the Settlement Share representing wages
8 shall be paid to each Participating Class Member subject to any applicable employee-side tax
9 withholdings and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to
10 each Participating Class Member for that amount. The portion of the Settlement Share representing
11 penalties, interest, and non-wage damages shall be paid to the Participating Class Member in full
12 without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099
13 to each Participating Class Member for that amount. Each Participating Class Member shall be
14 individually responsible for their own share of applicable income tax withholdings and deductions
15 for the portion of the Settlement Share for which an IRS Form 1099 will be issued. Defendants'
16 payment of the Employer Payroll Taxes attributable to the Settlement Share payments constituting
17 wages will be made separately, according to each Defendants' agreed upon proportionate share of
18 the Maximum Settlement Amount, and shall not come from the Maximum Settlement Amount. The
19 Parties agree and understand that Defendants have not made and do not make any representations
20 regarding the tax treatment, obligations or consequences, if any, related to any payments pursuant to
21 this Settlement. The Parties agree that Defendants and each Participating Class Member are solely
22 responsible for determining the tax consequences of payments made pursuant to this Settlement and
23 for paying taxes, if any, which are determined to be owed by each of them on such payments
24 (including penalties and interest related thereto) by any taxing authority, whether state, local, or
25 federal.

26 74. One hundred percent (100%) of each PAGA Payment Share shall represent civil
27 penalties. The PAGA Payment Shares shall be paid to the PAGA Group Members in full and the
28 Settlement Administrator will not make any deductions or withholdings with respect to the PAGA

1 Payment Share. The Settlement Administrator shall issue to the PAGA Group Member an IRS Form
2 1099 for the full amount of the PAGA Payment Share, if applicable. Each PAGA Group Member
3 shall be individually responsible for determining the tax consequences of PAGA Payments made
4 pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of
5 them on such payments (including penalties and interest related thereto) by any taxing authority,
6 whether state, local, or federal.

7 **75. Total Payment Amount.** In no event will Defendants be required to pay more than
8 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 19 above)
9 for distribution to the Plaintiffs, Class Counsel, Participating Class Members, PAGA Group
10 Members, State of California or the LWDA, the Settlement Administrator, or for any other costs or
11 expenses not otherwise enumerated. However, Defendants' payment of the Employer Payroll
12 Taxes attributable to the Settlement Share payments constituting wages will be made separately,
13 according to each Defendants' agreed upon proportionate share of the Maximum Settlement
14 Amount, and shall not come from the Maximum Settlement Amount.

15 **76. Payments to Plaintiffs and Class Counsel and Others.** Subject to the terms and
16 conditions of this Settlement, the Settlement Administrator will make the following payments out of
17 the Maximum Settlement Amount as follows:

18 **(a) To Plaintiffs:** In addition to their respective Settlement Shares and PAGA
19 Payment Shares, Plaintiffs will apply to the Superior Court for Class Representative Enhancement
20 Payments in an amount not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents
21 (\$12,500.00) per Plaintiff. Defendants will not oppose these Class Representative Enhancement
22 Payments. The Settlement Administrator will pay the Class Representative Enhancement Payments
23 approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax withholding
24 and deductions will not be taken from the Class Representative Enhancement Payments and an IRS
25 Form 1099 will be issued to Plaintiffs for these payments. Such payment shall be distributed by the
26 Settlement Administrator to Plaintiff within fourteen (14) calendar days of its receipt of the
27 Settlement Account Deposit from Defendant.

28 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the

1 Class Counsel Fees Payment in an amount not to exceed thirty-eight percent (38%) of the
2 Maximum Settlement Amount (currently estimated to be One Million Nine Hundred and Thirty-
3 Eight Thousand Dollars and Zero Cents (\$1,938,000.00) if the Maximum Settlement Amount is
4 \$5,100,000.00)). Class Counsel will also submit to the Superior Court a memorandum of costs and
5 apply for the Class Counsel Litigation Expenses Payment in an amount not to exceed Seventy-Five
6 Thousand Dollars and Zero Cents (\$75,000.00). Defendants will not oppose these requests. The
7 Settlement Administrator will pay the amounts approved by the Superior Court out of the Maximum
8 Settlement Amount. Withholding and deductions will not be taken from the Class Counsel Fees
9 Payment or Class Counsel Litigation Expenses Payment and one or more IRS Forms 1099 will be
10 issued to Class Counsel with respect to those payments. Such payments shall be distributed by the
11 Settlement Administrator to Class Counsel within fourteen (14) calendar days of its receipt of the
12 Settlement Account Deposit from Defendant, unless otherwise directed by Class Counsel. With
13 respect to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class
14 Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries
15 and bonds or other attorney fee deferral vehicles for Class Counsel. Any additional expenses for the
16 purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel
17 and shall not be included within the Settlement Administrator Payment. Defendants and Defense
18 Counsel shall not be liable for any expenses associated with the use of such attorney fee deferral
19 vehicles by the Settlement Administrator.

20 (c) **To the LWDA:** As part of their Motions for Preliminary and Final
21 Approval, the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in
22 the amount of Four Hundred and Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents
23 (\$487,500.00), which shall constitute the LWDA's seventy-five percent (75%) share of the PAGA
24 Penalty Amount in civil penalties paid under this Settlement.

25 (d) **To the Settlement Administrator:** The Settlement Administrator will be
26 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
27 Superior Court, which are estimated not to exceed Thirty Thousand Dollars and Zero Cents
28 (\$30,000.00).

1 **V. RELEASE OF CLAIMS**

2 77. **Curiel's Released Claims.** Curiel, individually and on behalf of Curiel's heirs,
3 executors, administrators, representatives, attorneys, successors and assigns, knowingly and
4 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
5 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
6 limited to each of their current and former attorneys officers, directors and agents thereof, both
7 individually and in their business capacities, (collectively, the "Curiel Released Parties"), to the
8 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
9 unasserted, which Curiel has, owns or holds, or claims to have, own or hold, or at any time prior to
10 the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may
11 have against the Curiel Released Parties. Curiel is not waiving any rights Curiel may have to: (i)
12 Curiel's own vested accrued employee benefits under the Defendants' health, welfare or retirement
13 benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights
14 to seek benefits under applicable workers' compensation (except as to claims under California
15 Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or
16 indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this
17 Settlement Agreement; and (iv) enforce this Settlement Agreement.

18 78. To affect a full and complete general release as described above, Curiel expressly
19 waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California
20 and does so understanding and acknowledging the significance and consequence of specifically
21 waiving § 1542. Section 1542 states:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
24 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
27 **DEBTOR OR RELEASED PARTY.**

28 Curiel understands and acknowledges the significance and consequence of specifically

1 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
2 complete release and discharge of all Curiel Released Parties, Curiel expressly acknowledges this
3 Settlement Agreement is intended to include in its effect, without limitation, all claims Curiel does
4 not know or suspect to exist in Curiel's favor at the time of signing this Settlement Agreement, and
5 that this Settlement Agreement contemplates the extinguishment of any such claims. Curiel
6 warrants Curiel has read this Settlement Agreement, including this waiver of California Civil Code
7 § 1542, and that Curiel has consulted with or had the opportunity to consult with counsel of Curiel's
8 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
9 Curiel understands this Settlement Agreement and the § 1542 waiver, and so Curiel freely and
10 knowingly enters into this Settlement Agreement. Curiel further acknowledges that Curiel later
11 may discover facts different from or in addition to those Curiel now knows or believes to be true
12 regarding the matters released or described in this Settlement Agreement, and even so Curiel agrees
13 that the releases and agreements contained in this Settlement Agreement shall remain effective in all
14 respects notwithstanding any later discovery of any different or additional facts. Curiel expressly
15 assume any and all risk of any mistake in connection with the true facts involved in the matters,
16 disputes or controversies released or described in this Settlement Agreement or with regard to any
17 facts now unknown to Curiel relating thereto.

18 **79. Avila's Released Claims.** Avila, individually and on behalf of Avila's heirs,
19 executors, administrators, representatives, attorneys, successors and assigns, knowingly and
20 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
21 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
22 limited to each of their current and former attorneys officers, directors and agents thereof, both
23 individually and in their business capacities, (collectively, the "Avila Released Parties"), to the
24 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
25 unasserted, which Avila has, owns or holds, or claims to have, own or hold, or at any time prior to
26 the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may
27 have against the Avila Released Parties. Avila is not waiving any rights Avila may have to: (i)
28 Avila's own vested accrued employee benefits under the Defendants' health, welfare or retirement

1 benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights
2 to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§
3 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification
4 statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement;
5 and (iv) enforce this Settlement Agreement.

6 80. To affect a full and complete general release as described above, Avila expressly
7 waives and relinquishes all rights and benefits of § 1542 of the California Civil Code, which
8 provides:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
10 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
11 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
12 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
13 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
14 **DEBTOR OR RELEASED PARTY.**

15 Avila understands and acknowledges the significance and consequence of specifically waiving §
16 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release
17 and discharge of all parties, Avila expressly acknowledges this Settlement Agreement is intended to
18 include in its effect, without limitation, all claims Avila does not know or suspect to exist in Avila's
19 favor at the time of signing this Settlement Agreement, and that this Settlement Agreement
20 contemplates the extinguishment of any such claims. Avila warrants Avila has read this Settlement
21 Agreement, including this waiver of California Civil Code § 1542, and that Avila has consulted
22 with or had the opportunity to consult with counsel of Avila's choosing about this Settlement
23 Agreement and specifically about the waiver of § 1542, and that Avila understands this Settlement
24 Agreement and the § 1542 waiver, and so Avila freely and knowingly enters into this Settlement
25 Agreement. Avila further acknowledges that Avila later may discover facts different from or in
26 addition to those Avila now knows or believes to be true regarding the matters released or described
27 in this Settlement Agreement, and even so Avila agrees that the releases and agreements contained
28 in this Settlement Agreement shall remain effective in all respects notwithstanding any later

1 discovery of any different or additional facts. Avila expressly assume any and all risk of any
2 mistake in connection with the true facts involved in the matters, disputes or controversies released
3 or described in this Settlement Agreement or with regard to any facts now unknown to Avila
4 relating thereto.

5 81. **Chambers' Released Claims.** Chambers, individually and on behalf of Chambers'
6 heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and
7 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
8 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
9 limited to each of their current and former attorneys officers, directors and agents thereof, both
10 individually and in their business capacities, (collectively, the "Chambers Released Parties"), to the
11 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
12 unasserted, which Chambers has, owns or holds, or claims to have, own or hold, or at any time prior
13 to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or
14 may have against the Chambers Released Parties. Chambers is not waiving any rights Chambers
15 may have to: (i) Chambers' own vested accrued employee benefits under the Defendants' health,
16 welfare or retirement benefits plans, if any, as of the date of execution of this Settlement
17 Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except
18 as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or
19 unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be
20 waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

21 82. To affect a full and complete general release as described above, Chambers expressly
22 waives and relinquishes all rights and benefits of § 1542 of the California Civil Code, which
23 provides:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
26 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
27 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**

1 **DEBTOR OR RELEASED PARTY.**

2 Chambers understands and acknowledges the significance and consequence of specifically waiving
3 § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete
4 release and discharge of all parties, Chambers expressly acknowledges this Settlement Agreement is
5 intended to include in its effect, without limitation, all claims Chambers does not know or suspect to
6 exist in Chambers' favor at the time of signing this Settlement Agreement, and that this Settlement
7 Agreement contemplates the extinguishment of any such claims. Chambers warrants Chambers has
8 read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that
9 Chambers has consulted with or had the opportunity to consult with counsel of Chambers' choosing
10 about this Settlement Agreement and specifically about the waiver of § 1542, and that Chambers
11 understands this Settlement Agreement and the § 1542 waiver, and so Chambers freely and
12 knowingly enters into this Settlement Agreement. Chambers further acknowledges that Chambers
13 later may discover facts different from or in addition to those Chambers now knows or believes to
14 be true regarding the matters released or described in this Settlement Agreement, and even so
15 Chambers agrees that the releases and agreements contained in this Settlement Agreement shall
16 remain effective in all respects notwithstanding any later discovery of any different or additional
17 facts. Chambers expressly assume any and all risk of any mistake in connection with the true facts
18 involved in the matters, disputes or controversies released or described in this Settlement
19 Agreement or with regard to any facts now unknown to Curiel relating thereto.

20 83. **Romay's Released Claims.** Romay, individually and on behalf of Romay's heirs,
21 executors, administrators, representatives, attorneys, successors and assigns, knowingly and
22 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
23 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
24 limited to each of their current and former attorneys officers, directors and agents thereof, both
25 individually and in their business capacities, (collectively, the "Romay Released Parties"), to the
26 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
27 unasserted, which Romay has, owns or holds, or claims to have, own or hold, or at any time prior to
28 the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold against

1 the Romay Released Parties or may have against the Romay Released Parties. Romay is not
2 waiving any rights Romay may have to: (i) Romay's own vested accrued employee benefits under
3 the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of
4 this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers'
5 compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly
6 released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which
7 by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement
8 Agreement.

9 84. To affect a full and complete general release as described above, Romay expressly
10 waives and relinquishes all rights and benefits of § 1542 of the California Civil Code, which
11 provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
14 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
17 **DEBTOR OR RELEASED PARTY.**

18 Romay understands and acknowledges the significance and consequence of specifically waiving §
19 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release
20 and discharge of all parties, Romay expressly acknowledges this Settlement Agreement is intended
21 to include in its effect, without limitation, all claims Romay does not know or suspect to exist in
22 Romay's favor at the time of signing this Settlement Agreement, and that this Settlement
23 Agreement contemplates the extinguishment of any such claims. Romay warrants Romay has read
24 this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Romay
25 has consulted with or had the opportunity to consult with counsel of Romay's choosing about this
26 Settlement Agreement and specifically about the waiver of § 1542, and that Romay understands this
27 Settlement Agreement and the § 1542 waiver, and so Romay freely and knowingly enters into this
28 Settlement Agreement. Romay further acknowledges that Romay later may discover facts different

1 from or in addition to those Romay now knows or believes to be true regarding the matters released
2 or described in this Settlement Agreement, and even so Romay agrees that the releases and
3 agreements contained in this Settlement Agreement shall remain effective in all respects
4 notwithstanding any later discovery of any different or additional facts. Romay expressly assumes
5 any and all risk of any mistake in connection with the true facts involved in the matters, disputes or
6 controversies released or described.

7 **85. Participating Class Members Released Claims.** As of the date of BMG’s full
8 funding of the Maximum Settlement Amount and payment of the Settlement Account Deposit, each
9 Participating Class Member, on behalf of themselves and each of their respective agents,
10 successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have,
11 fully, finally and forever released, relinquished and discharged the Released Parties (as defined in
12 Paragraph 32) from all causes of action and claims pled in the Actions and all other claims, such as
13 those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations,
14 and/or other provisions of law, that could have been alleged based on the facts pled in the Actions,
15 including, but not limited to, all of the following claims for relief: (i) failure to pay all regular
16 wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197,
17 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512);
18 (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay
19 wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate
20 wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or
21 resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures
22 (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on
23 the claims, causes of action or legal theories of relief described above or any of the claims, causes
24 of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code §
25 17200, *et seq.*); (ix) any claim for costs and attorneys’ fees and expenses; and (x) any claim arising
26 from the claims described above under applicable federal, state, local or territorial law as well as
27 applicable regulations and Industrial Welfare Commission Wage Orders (collectively, the “Class
28 Released Claims”). Participating Class Members who cash their checks are deemed to have waived

1 all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating
2 Class Members who do not cash their checks shall be deemed to waive all Class Released Claims
3 except for a claim under the Fair Labor Standards Act.

4 86. **PAGA Group Released Claims.** As of the date of BMG's full funding of the
5 Maximum Settlement Amount and payment of the Settlement Account Deposit, each PAGA Group
6 Member, on behalf of themselves and each of their respective agents, successors, heirs, and assigns,
7 will be deemed to have, and by operation of the Judgment will have, fully, finally and forever
8 released, relinquished and discharged the Released Parties (as defined in Paragraph 32) from any
9 and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the
10 Actions or could have been alleged in the Actions the Chambers LWDA Exhaustion Letter, and/or
11 the Avila LWDA Exhaustion Letter, including, without limitation, all of the following claims for
12 relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code
13 §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods
14 (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code §
15 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v)
16 failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay
17 wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to
18 maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse
19 necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802) ; (ix) all claims under the
20 California Labor Code Private Attorneys General Act of 2004 that could have been premised on the
21 claims, causes of action or legal theories described above or any of the claims, causes of action or
22 legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and
23 expenses; and (xi) any claim arising from the claims described above under applicable federal, state,
24 local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA
25 Released Claims").

26 87. In light of the binding nature of a PAGA judgment on non-party employees with
27 respect to the resolution of claims for civil penalties under PAGA, pursuant to *Arias v. Sup. Ct.*
28 (*Angelo Dairy*) (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796

1 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member who exclude
2 themselves from the Class Settlement, and who meet the definition of a PAGA Group Member,
3 shall nonetheless be issued a payment for the amount of each such individual's estimated share of
4 the PAGA Payment and shall be deemed to have released the PAGA Released Claims, as outlined
5 in Paragraph 86.

6 88. The Class Released Claims and PAGA Released Claims described in Paragraphs 85
7 and 86 expressly exclude all claims made by a Participating Class Member and/or PAGA Group
8 Member for vested benefits, wrongful termination, unemployment insurance, disability, social
9 security, workers' compensation, claims while classified as exempt, and claims outside of the Class
10 Period and/or PAGA Period. Neither the Class Released Claims nor the PAGA Released Claims
11 include any claim or right that may arise after the execution of this Agreement, any claim or right
12 regarding compliance with this Agreement, or any claim or right that may not be waived or released
13 as a matter of law.

14 89. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this
15 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims
16 to costs and attorneys' fees and expenses against Defendants, the Released Parties, and/or the
17 Released Parties arising from or related to the Actions, including but not limited to claims based on
18 the California Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act,
19 the California Business and Professions Code, or any other contract, statute or law ("Class Counsel
20 Released Claims").

21 90. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
22 Payment Shares will not result in any additional employee benefit payments (such as 401(k),
23 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any
24 employee benefit.

25 **VI. DUTIES OF THE PARTIES**

26 91. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
27 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
28 limited to, execution of such other documents and the taking of such other actions as may

1 reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement
2 with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this
3 Settlement and any other efforts that may become necessary by court order or otherwise, to
4 effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of
5 this Settlement Agreement, Class Counsel, with the cooperation of Defendants and Defense
6 Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this
7 Settlement. The Parties will work together to make any non-material modifications of the
8 Settlement requested by the Court to obtain approval of the Parties' Settlement.

9 **92. Duty to Support and Defend the Settlement.** The Parties agree to abide by all of
10 the terms of the Settlement in good faith and to support the Settlement fully and to use their best
11 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12 **93. Duties Prior to Court Approval.** Class Counsel shall promptly submit this
13 Settlement to the Court for preliminary approval and determination by the Court as to its fairness,
14 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
15 apply to the Court for the entry of a Preliminary Approval Order, scheduling a hearing on the
16 question of whether the Settlement should be approved as fair, reasonable, and adequate as to the
17 Class Members, approving as to form and content the proposed Class Notice attached hereto as
18 Exhibit "A", respectively, and directing the mailing of the Class Notice to the Class Members.

19 **94. Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendants
20 deny any liability of any kind associated with the claims alleged in the Actions, deny any liability or
21 intentional wrongdoing, BMG revised and updated its wage and hour policies and practices,
22 including but not limited to its meal period and rest break policies and procedures.

23 **VII. MISCELLANEOUS TERMS**

24 **95. Interim Stay of Litigation.** Plaintiffs and Defendants agree to the stay of all
25 proceedings in the Actions, including with respect to California Code of Civil Procedure section
26 583.310, except such proceedings necessary to implement and complete the Settlement, pending
27 final approval of the Settlement by the Court.

28 **96. No Admission of Liability.** Defendants deny that they have engaged in any

1 unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone
2 under the claims asserted in the Actions. This Settlement is entered into solely for the purpose of
3 compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
4 as an admission of liability or wrongdoing by Defendants, an admission by Plaintiffs that any of
5 their claims were non-meritorious, or any defense asserted by Defendants was meritorious. This
6 Settlement and the fact that Plaintiffs and Defendants were willing to settle the Actions will have no
7 bearing on, and will not be admissible in connection with, any litigation (other than solely in
8 connection with the Settlement).

9 97. The Parties also agree that this release constitutes a resolution of a good faith dispute
10 concerning wages and complies with California Labor Code Section 206.5, which reads in part:

11 “Execution of release of claim or right on account of wages due.

12 An employer shall not require the execution of a release of a claim
13 or right on account of wages due, or to become due, or made as an
14 advance on wages to be earned, unless payment of those wages has
15 been made.”

16 98. Whether or not the Judgment becomes final, neither the Settlement, any document,
17 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
18 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
19 evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not
20 limited to, evidence of a presumption, concession, indication or admission by any of the Released
21 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed,
22 referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or
23 administrative action or proceeding except for purposes of effectuating this Settlement.

24 99. Notwithstanding Paragraph 98 of this Settlement, any and all provisions of this
25 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
26 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

27 100. **Non-Disparagement.** Plaintiffs and Class Counsel agree not to make any
28 untruthful, malicious, disparaging or defamatory statements, allegations, comments or

1 communications, regardless of form (whether written, oral, electronic, including but not limited to
2 Glassdoor, Yelp, or otherwise), regarding the Defendants. Plaintiffs and Class Counsel further agree
3 not to encourage, authorize, or permit any such statements, allegations, comments or
4 communications to be made by others on their behalf. To the extent Plaintiffs and/or Class Counsel
5 have posted any negative comments about the Defendants on Glassdoor, Yelp, or other websites,
6 Plaintiffs and/or Class Counsel agree to request that these comments be removed and to provide a
7 copy of such request to Defense Counsel within thirty (30) calendar days of the execution of this
8 Agreement.

9 101. **Waiver of Reemployment.** Plaintiffs acknowledge that they have no intent to apply
10 for employment and/or re-employment with Defendants. Plaintiffs further acknowledge that
11 Defendants and/or any related, successor, parent, or subsidiary companies have the right to refuse to
12 rehire Plaintiffs for non-discriminatory and non-retaliatory reasons and Plaintiffs acknowledge that
13 Defendants' position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

14 102. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
15 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
16 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
17 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
18 other than the representations, warranties, covenants, and inducements expressly stated in this
19 Settlement and its exhibits.

20 103. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
21 that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action
22 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
23 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
24 and their counsel will cooperate with each other and use their best efforts to affect the
25 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
26 form or content of any document needed to implement the Settlement, or on any supplemental
27 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
28 seek the assistance of mediator Lynn Frank, Esq., and if no resolution is reached the Superior Court,

1 and in all cases all such documents, supplemental provisions and assistance of the court will be
2 consistent with this Settlement.

3 104. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
4 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
5 their successors-in-interest, and/or the Parties' respective counsel, as authorized, subject to approval
6 by the Court.

7 105. **Settlement Binding on Successors.** This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors of each of the Parties.

9 106. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
10 governed by and interpreted according to the laws of the State of California, without giving effect to
11 any conflict of law principles or choice of law principles.

12 107. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
14 that the Party was the drafter or participated in the drafting.

15 108. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
16 this Settlement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at
17 this Settlement through arms-length negotiations, taking into account all relevant factors, current
18 and potential.

19 109. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is
20 inserted for convenience of reference only and does not constitute a part of this Settlement.

21 110. **Notice.** All notices, demands or other communications given under this Settlement
22 will be in writing and deemed to have been duly given as of the third court day after mailing by
23 U.S. Mail, addressed as follows:

24 <i>To Class Counsel:</i>	Edwin Aiwazian
25	Arby Aiwazian
26	Joanna Ghosh
27	Brian J. St. John
	LAWYERS <i>for</i> JUSTICE, PC
	410 West Arden Avenue, Suite 203
28	Glendale, CA 91203

1 ZAKAY LAW GROUP, APLC
2 Shani O. Zakay
3 Jackland K. Hom
4 Julieann Alvarado
5 5440 Morehouse Drive, Suite 3600
6 San Diego, CA 92121

5 JCL LAW FIRM, APC
6 Jean-Claude Lapuyade
7 Eduardo Garcia
8 Sydney Castillo-Johnson
9 5440 Morehouse Drive, Suite 3600
10 San Diego, CA 92121

9 *To BMG's Counsel:*

10 Matthew C. Sgnilek, Esq.
11 Andrea Rosenkranz, Esq.
12 O'HAGAN MEYER
13 3200 Park Center Drive, Suite 700
14 Costa Mesa, CA 92626

13 *To BPMCC & PHG's Counsel:*

14 Barbra Arnold, Esq.
15 Brianna Frazier Earley, Esq.
16 JEFFER MANGELS BUTLER & MITCHELL LLP
17 1900 Avenue of the Stars, 7th Floor
18 Los Angeles, CA 90067

16 111. **Execution in Counterpart.** This Settlement may be executed in one or more
17 counterparts. All executed counterparts and each of them will be deemed to be one and the same
18 instrument provided that counsel for the Parties will exchange between themselves original signed
19 counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be
20 presumptive evidence of execution of the original, which shall be produced on reasonable request.
21 Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

22 **IT IS SO AGREED:**
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1 DATED: 06/03/2024

ANGELICA CURIEL

Electronically Signed 2024-06-04 02:26:11 UTC - 24.6.2.155
Nintex AssureSign® ee408d30-50c3-487d-bddf-b185001e628d

5 DATED: 06/03/2024

TERESA AVILA

Electronically Signed 2024-06-04 02:30:28 UTC - 73.222.243.217
Nintex AssureSign® 6a8cc8f1-000e-42a8-bff6-b185001e628d

9 DATED:

KIRA CHAMBERS

13 DATED:

CHRISTINA ROMAY

17 DATED:

BASS MEDICAL GROUP

19 By:

20 Its:

22 DATED:

BASS PRIVIA MANAGEMENT COMPANY
OF CALIFORNIA

25 By:

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DATED: _____

ANGELICA CURIEL

DATED: _____

TERESA AVILA

DATED: 06/04/2024

KIRA CHAMBERS


[Kira Chambers \(Jun 4, 2024 15:49 PDT\)](#)

DATED: 06/05/2024

CHRISTINA ROMAY


[Christina Romay \(Jun 5, 2024 19:52 PDT\)](#)

DATED: _____

BASS MEDICAL GROUP

By: _____
Its: _____

DATED: _____

**BASS PRIVIA MANAGEMENT COMPANY
OF CALIFORNIA**

By: _____
Its: _____

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DATED: _____

ANGELICA CURIEL

DATED: _____

TERESA AVILA

DATED: _____

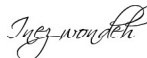
KIRA CHAMBERS

DATED: _____

CHRISTINA ROMAY

DATED: 06/05/2024

BASS MEDICAL GROUP

By: 

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DATED: _____

**BASS PRIVIA MANAGEMENT COMPANY
OF CALIFORNIA**

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CHRISTINA ROMAY

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BASS MEDICAL GROUP

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By: _____

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Its: _____

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22 DATED: 6/5/2024 _____

BASS PRIVIA MANAGEMENT COMPANY
OF CALIFORNIA

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By:

DocuSigned by:
Edward C. Fargis
69268BA4B86342A...

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Its: General Counsel _____

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PRIVIA HEALTH GROUP, INC.

- DocuSigned by:

Edward C. Fargis

-69268BA4B86342A

General Counsel

Its:

DATED: _____

LAWYERS *for* JUSTICE, PC

By:

Edwin Aiwarzian, Esq.

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Attorneys for Plaintiffs,
ANGELICA CURIEL and TERESA AVILA

DATED:

ZAKAY LAW GROUP, APLC

By:

Shani O. Zakay, Esq.

Jackland K. Horn, Esq.

Julieann Alvarado, Esq.

Attorneys for Plaintiffs,
KIRA CHAMBERS and CHRISTINA ROMAY

DATED: _____

JCL LAW FIRM, APC

By:

Jean-Claude Lapuyade, Esq.

Eduardo Garcia, Esq.

Sydney Castillo-Johnson, Esq.

Attorneys for Plaintiffs,
KIRA CHAMBERS and CHRISTINA ROMAY

1 DATED: _____

PRIVIA HEALTH GROUP, INC.

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3 By: _____

4 Its: _____

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6 **APPROVED AS TO FORM:**

7 DATED: June 4, 2024

LAWYERS *for* JUSTICE, PC

8
9 By: _____

Edwin Aiwarzian, Esq.

Arby Aiwarzian, Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Attorneys for Plaintiffs,
ANGELICA CURIEL and TERESA AVILA

14 DATED: _____

ZAKAY LAW GROUP, APLC

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17 By: _____

Shani O. Zakay, Esq.

Jackland K. Horn, Esq.

Julieann Alvarado, Esq.

Attorneys for Plaintiffs,
KIRA CHAMBERS and CHRISTINA ROMAY

21 DATED: _____

JCL LAW FIRM, APC

23
24 By: _____

Jean-Claude Lapuyade, Esq.

Eduardo Garcia, Esq.

Sydney Castillo-Johnson, Esq.

Attorneys for Plaintiffs,
KIRA CHAMBERS and CHRISTINA ROMAY

1 DATED: _____

PRIVIA HEALTH GROUP, INC.

2
3 By: _____

4 Its: _____

5
6 **APPROVED AS TO FORM:**

7 DATED: _____

LAWYERS *for* JUSTICE, PC

8
9 By: _____

10 Edwin Aiwarzian, Esq.

11 Arby Aiwarzian, Esq.

12 Joanna Ghosh, Esq.

Brian J. St. John, Esq.

13 Attorneys for Plaintiffs,

ANGELICA CURIEL and TERESA AVILA

14 DATED: June 5, 2024

ZAKAY LAW GROUP, APLC

15
16
17 By:  _____

18 Shani O. Zakay, Esq.

19 Jackland K. Horn, Esq.

20 Julieann Alvarado, Esq.

Attorneys for Plaintiffs,

KIRA CHAMBERS and CHRISTINA ROMAY

21 DATED: June 5, 2024

JCL LAW FIRM, APC

22
23
24 By:  _____

25 Jean-Claude Lapuyade, Esq.

Eduardo Garcia, Esq.

Sydney Castillo-Johnson, Esq.

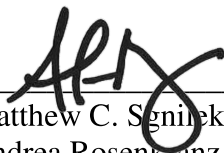
Attorneys for Plaintiffs,

KIRA CHAMBERS and CHRISTINA ROMAY

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DATED: 06/05/2024

O'HAGAN MEYER

By: 
Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.

Attorneys for Defendant
BASS MEDICAL GROUP

DATED: _____

**JEFFER MANGELS BUTLER & MITCHELL
LLP**

By: _____
Barbra Arnold, Esq.
Brianna Frazier Earley, Esq.

Attorneys for Defendants
BASS PRIVIA MANAGEMENT COMPANY OF
CALIFORNIA and PRIVIA HEALTH GROUP,
INC.

1 DATED: _____

O'HAGAN MEYER

2
3 By: _____

4 Matthew C. Sgnilek, Esq.
5 Andrea Rosenkranz, Esq.

6 Attorneys for Defendant
BASS MEDICAL GROUP

7 DATED: June 5, 2024

**JEFFER MANGELS BUTLER & MITCHELL
LLP**

9
10
11 By: _____

12 Barbra Arnold, Esq.
Brianna Frazier Earley, Esq.

13 Attorneys for Defendants
14 BASS PRIVIA MANAGEMENT COMPANY OF
15 CALIFORNIA and PRIVIA HEALTH GROUP,
16 INC.
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EXHIBIT A



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT

If you (i) are or were a non-exempt or hourly paid employee of Bass Medical Group in California at any time between August 4, 2017, and December 17, 2022, and/or (ii) worked for Bass Medical Group, Bass Privia Management Company of California, and/or Privia Health Group, Inc. in California at any time between August 4, 2017 and December 17, 2022, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. PAGA Group Members (defined below) cannot opt-out of the PAGA portion of the proposed Settlement, and will receive their PAGA Payments even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Angelica Curiel, et al. v. Bass Medical Group, et al.*, Contra Costa County Superior Court Case No. MSC21-01668 (consolidated

with *Kira Chambers v. Bass Medical Group, et al.*, Case No. C22-01058) (the “Action” or “Lawsuit”). The Defendants in the Action are Bass Medical Group (“BMG”), Bass Privia Management Company of California (“BPMCC”), and Privia Health Group, Inc. (“PHG”) (BMG, BPMCC, and PHG are collectively referred to in this Notice as “Defendants.”)

The Court has granted preliminary approval of a “Class,” for settlement purposes only, defined as follows:

All current and former hourly-paid or non-exempt employees of BMG in California during the Class Period and all individuals who worked for Defendants as independent contractors in California during the Class Period.

The “Class Period” is the period of time from August 4, 2017, through December 17, 2022.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All current and former non-exempt employees of BMG in California during the PAGA Period and all individuals who worked for Defendants as an independent contractor in California during PAGA Period.

The “PAGA Period” is the period of time from May 25, 2021, through December 17, 2022.

Defendants’ employment records indicate that you meet one or both of these definitions, which makes you a member of the Class (referred to in this Notice as a “Class Member”) and/or a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Action, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On August 4, 2021, Plaintiff Angelica Curiel (“Curiel”) filed a Class Action Complaint against BMG in the Contra Costa County Superior Court, Case No. MSC21-01668. In her Class Action Complaint, Curiel pled causes of action for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods or Pay Meal Period Premiums; (4) Failure to Provide Rest Breaks or Pay Rest Break Premiums; (5) Failure to Provide Accurate Itemized Wage Statements and Maintain Payroll Records; (6) Failure to Timely Pay Final Wages; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Reimburse Necessary Business Expenses; and (9) Unlawful and Unfair Business Practices (“Curiel Lawsuit”).

On March 15, 2022, Plaintiff Kira Chambers (“Chambers”), on behalf of alleged aggrieved employees, gave written notice to the Labor Workforce and Development Agency (“LWDA”) and BMG of the sections of the California Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is alleged to have violated (“Chambers LWDA Exhaustion Letter”)

On May 25, 2022, Chambers filed a Class Action Complaint against Defendants in the Contra Costa County Superior Court, Case No. C22-01058. In her Class Action Complaint, Curiel pled causes of action for: (1) Unfair

Competition in Violation of Cal. Bus. & Prof. §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods or Pay Meal Period Premiums; (5) Failure to Provide Rest Breaks or Pay Rest Break Premiums; (6) Failure to Provide Accurate Itemized Wage Statements;) (7) Failure to Reimburse Necessary Business Expenses; (8) Failure to Provide Wages When Due; and (9) Violation of the Private Attorneys General Act (“Chambers Lawsuit”).

On August 2, 2022, Chambers filed an amended notice with the LWDA, and gave written notice to Defendants, identifying BPMCC and PHG as the entities designated as DOES 1 and 2, respectively (the “Chambers Amended LWDA Exhaustion Letter”).

On October 6, 2022, Plaintiff Teresa Avila (“Avila”), on behalf of alleged aggrieved employees, gave written notice to the LWDA and BMG of the sections of the Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is alleged to have violated (“Avila LWDA Exhaustion Letter”).

On November 29, 2022, the Court consolidated the Curiel Lawsuit and the Chambers Lawsuit into one matter, the Action.

On April 15, 2024, Plaintiffs Curiel and Chambers amended the Action to add Plaintiffs Avila and Christina Romay (“Romay”) (Curiel, Chambers, Avila, and Romay are collectively the “Plaintiffs” or “Class Representatives”) and to add a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”).

Defendants have denied, and continue to deny, all of the claims and contentions made in the Action and maintain they have fully complied with the law. However, Defendants have agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants. Plaintiffs and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

BMG will pay Five Million, One Hundred Thousand Dollars and Zero Cents (\$5,100,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Class Representative Enhancement Payments to the Class Representatives; (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payment Shares to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. BMG will pay Defendants’ portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel 38% of the Maximum Settlement Amount (currently estimated to be One Million, Nine Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$1,938,000.00))

in attorneys' fees and up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in out-of-pocket litigation costs, up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) for the Class Representative Enhancement Payments for each Class Representative in recognition of their respective time and service to the Class in pursuing the Action and in fulfilling their obligations as Class Representatives. Additionally, the Settlement provides for a payment of Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "PAGA Penalty Amount") to resolve PAGA Group Members' claims under PAGA, of which One Hundred and Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$162,500.00) will be distributed to the PAGA Group Members ("PAGA Payment") and Four Hundred and Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$487,500.00) will be paid to the LWDA. This allocation of the PAGA Penalty Amount is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the "Net Settlement Amount"—will be distributed to those Class Members who have not opted out of the Settlement (the "Participating Class Members"). No portion of the Maximum Settlement Amount will be returned to Defendants.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount ("Settlement Share") based on the number of Workweeks the person worked for BMG in the State of California as hourly-paid or non-exempt employees at any time during the Class Period and/or worked for Defendants in the State of California as an independent contractor at any time during the Class Period. A "Workweek" is any week during the Class Period in which a Class Member actually performed paid work as an hourly-paid or non-exempt employee of BMG or as an independent contractor for BMG, BPMCC, and/or PHG. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member's Settlement Share, the Net Settlement Amount will be divided by the aggregate total number of Workweeks of all Participating Class Members, resulting in the "Workweek Value." Each Participating Class Member's Settlement Share will be calculated by multiplying each individual Participating Class Member's total number of Workweeks by the Workweek Value.

Your Workweeks are: <<Workweeks>>

Your Estimated Settlement Share is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Settlement Share will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. BMG will separately pay Defendants' share of employer-side payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of a Settlement Share. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences

of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment (“PAGA Payment Share”) based on the number of Pay Periods in which the person actually received payment from BMG, BPMCC, and/or PHG as a non-exempt employee, exempt employee, and/or independent contractor. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member’s PAGA Payment Share, the PAGA Payment will be divided by the aggregate total number of Pay Periods of all PAGA Group Members, resulting in the “Pay Period Value.” Each PAGA Group Member’s PAGA Payment Share will be calculated by multiplying each individual PAGA Group Member’s total number of Pay Periods by the Pay Period Value.

Your Pay Periods are: <<PayPeriods>>

Your Estimated PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each PAGA Payment Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her PAGA Payment Share, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of Workweeks and/or Pay Periods you worked as an hourly, non-exempt employee and/or independent contractor during the Class Period and/or PAGA Period is based on Defendants’ records. To dispute this number of Workweeks and/or Pay Periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of Workweeks and/or Pay Periods worked must: (1) include your full name and address; (2) contain a statement of the number of Workweeks and/or Pay Periods that you contend you worked; and (3) be accompanied by satisfactory evidence of the actual Workweeks worked as an hourly or non-exempt employee of BMG and/or as an independent contractor of BPMCC or PHG during the Class Period and/or the actual Pay Periods in which payment was received from BMG, BPMCC, and/or PHG as a non-exempt employee, employee, and/or independent contractor during the PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of Workweeks and/or Pay Periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [RESPONSE DEADLINE].

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many Workweeks and/or Pay Periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Settlement Share and/or PAGA Payment Share. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court and BMG will fund the Maximum Settlement Amount. Upon the date of BMG's full funding of the Maximum Settlement Amount, all Participating Class Members shall release the Released Parties from the Class Released Claims for the Class Period, which is defined as the period of time between August 4, 2017, and December 17, 2022.

The Class Released Claims are defined as all causes of action and claims pled in the Actions and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Actions, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. The Participating Class Members who cash their Settlement checks further acknowledge that they are releasing any claims they have against Defendants under the Fair Labor Standards Act ("FLSA") (collectively, the "Class Released Claims"). Participating Class Members who do not cash their checks shall be deemed to waive all Class

Released Claims except for a claim under the FLSA. Other than for Plaintiffs, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Class Released Claims."

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Class Released Claims against the Released Parties.

The "Class Settlement" is the settlement and release of the Class Released Claims.

If the Settlement is approved by the Court, a Judgment will be entered by the Court and BMG will fund the Maximum Settlement Amount. Upon the date of BMG's full funding of the Maximum Settlement Amount, all PAGA Group Members shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between May 25, 2021, and December 17, 2022.

The PAGA Released Claims are defined as any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Actions the Chambers LWDA Exhaustion Letter, and/or the Avila LWDA Exhaustion Letter, including, without limitation, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period.

The "PAGA Settlement" is the settlement and release of the PAGA Released Claims.

The Released Parties are Defendants and each their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Settlement Share automatically if the Settlement is finally approved by the Court. If applicable, you will receive your PAGA Payment Share automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Class Settlement.** If you do not want to be part of the Class Settlement, you can request to be excluded from the Class Settlement by mailing a written Request for Exclusion to the Settlement

Administrator. If you exclude yourself, you will not receive your Settlement Share, you will not be subject to the terms of the Class Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (i) include your full name, address, and last four digits of your Social Security number; (ii) following statement or a similar statement: “I wish to exclude myself from the class settlement reached in the matter of *Curiel, et al. v. Bass Medical Group, et al.*, Contra Costa County Superior Court Case No. MSC21-01668. I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter”; and (iii) your signature. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [RESPONSE DEADLINE].

If you are a PAGA Group Member, you will receive a PAGA Payment Share, release the PAGA Released Claims and be bound by the PAGA Settlement, regardless of whether you submit a valid and timely Request for Exclusion.

c. **Object to the Settlement.** If you’re a Class Member and you do not request to be excluded from the Class Settlement, you can object to the Class Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Class Settlement, or you may simply appear at the Final Approval Hearing set for [FINAL APPROVAL DATE] at [FINAL APPROVAL TIME] in the Contra Costa County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, address, and last four digits of your Social Security number; (ii) the dates of your employment and/or independent contractor relationship with Defendants; (iii) a written statement of the basis for each objection in clear and concise terms; (iv) the full name, address, and telephone number of your legal representative, if any; and (v) a statement of whether you intend to appear at the Final Approval Hearing, either in person or by counsel. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [RESPONSE DEADLINE].

Please note that you cannot both exclude yourself and object to the Class Settlement. In order for you to object to this Class Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiffs, the Settlement Class, and the PAGA Group?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Brian J. St. John
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

ZAKAY LAW GROUP, APLC
Shani O. Zakay
Jackland K. Hom
Julieann Alvarado
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

JCL LAW FIRM, APC
Jean-Claude Lapuyade

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to 38% of the Maximum Settlement Amount (currently estimated to be One Million, Nine Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$1,938,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

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

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on [FINAL APPROVAL DATE] at [FINAL APPROVAL TIME], in Department 12 of the Contra Costa County Superior Court located at 725 Court Street, Martinez, CA 94553, before the Honorable Charles "Steve" Treat. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives Class Representative Enhancement Payments, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants' treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Curiel, et al. v. Bass Medical Group, et al.

c/o [REDACTED]

[REDACTED]
[REDACTED]

Telephone: [REDACTED]

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.