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(Counsel of record listed on next page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

LYDIA GARCIA, individually, and on behalf
of other members of the general public
similarly situated; VANESSA GARCIA,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

CLINICAS DE SALUD DEL PUEBLO,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. RIC1905175

**FIRST AMENDED CLASS ACTION
AND PAGA REPRESENTATIVE
ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Department: 10

Judge: Honorable Harold Hopp

Complaint filed: October 15, 2019

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1 This First Amended Class Action and PAGA Action Settlement Agreement and Release
2 (hereinafter “Settlement” or “Settlement Agreement”) is entered into by and between Plaintiff
3 Lydia Garcia, individually, and on behalf of other members of the general public similarly
4 situated, and Vanessa Garcia individually, and on behalf of other aggrieved employees pursuant
5 to the California Private Attorneys General Act (collectively, “Plaintiffs”), and Defendant
6 Clinicas de Salud del Pueblo, Inc. (doing business as “Innercare” or “innercare”) (“Defendant”).
7 This Settlement Agreement refers to Plaintiffs and Defendant collectively as the “Parties.”

8 Subject to Court approval, Plaintiffs and Defendant agree to settle the Action on the terms
9 and conditions and for the consideration set forth in this Settlement Agreement.

10 DEFINITIONS

11 For purposes of this Settlement Agreement, the following terms will have the defined
12 meanings:

13 1. **“Action”** means the civil action entitled *Lydia Garcia, individually, and on behalf*
14 *of other members of the general public similarly situated; Vanessa Garcia, individually, and on*
15 *behalf of other aggrieved employees pursuant to the California Private Attorneys General Act vs.*
16 *Clinicas de Salud del Pueblo, Inc.*, pending before the Superior Court of the State of California
17 County of Riverside (the “Court”), Case No. RIC 1905175.

18 2. **“Aggrieved Employees”** means all current and former employees of Defendant
19 who worked for Defendant in the State of California, while classified as hourly or non-exempt, at
20 any time during the PAGA Period.

21 3. **“Aggrieved Employees’ PAGA Settlement”** means the 25% (*i.e.*, \$37,500 in the
22 aggregate) of the PAGA Settlement Amount that will be distributed among all Aggrieved
23 Employees as described in paragraph 45.b. for their share of the settlement of claims for civil
24 penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

25 4. **“Class Counsel”** means Lawyers for Justice, PC and CounselOne, P.C.

26 5. **“Class Action Settlement”** refers to the settlement of class claims described in
27 this Settlement and the Notice of Class Action and PAGA Representative Action Settlement.

1 6. **“Class Members”** means all current and former employees of Defendant who
2 worked for Defendant in the State of California, while classified as hourly or non-exempt, at any
3 time during the Class Period.

4 7. **“Class Period”** means the period from October 14, 2015 through the earlier of: (i)
5 the date the Court grants preliminary approval of this Settlement; or (ii) the exhaustion of 152,694
6 Workweeks.

7 8. **“Class Settlement”** means the Net Settlement Amount, which will be distributed
8 to Participating Class Members as described in paragraph 45.a.

9 9. **“Class Settlement Share”** means each Class Member’s share of the Net
10 Settlement Amount as provided by this Settlement Agreement.

11 10. **“Defense Counsel”** means Call & Jensen APC.

12 11. **“Effective Date”** means the date on which this Settlement is deemed final. The
13 Effective Date will be the earlier of (i) the deadline for filing a timely appeal if no such appeal
14 from the final approval of the Settlement and judgment is filed; or (ii) if a timely appeal is filed,
15 the date the appeal is dismissed or withdrawn or the date of final affirmation of the judgment on
16 appeal if the appeal is not dismissed or withdrawn; or (iii) the date the Court grants final approval
17 of the Settlement and enters the judgment if both (a) no Participating Class Member files an
18 objection to the Settlement, and (b) the Court awards the full Service Payments sought by
19 Plaintiffs and the full Class Counsel’s Attorneys’ Fees and Litigation Expenses sought by Class
20 Counsel.

21 12. **“Employer Taxes”** means the legally-mandated employer-paid portion of the
22 payroll taxes required to effectuate the settlement of wage claims.

23 13. **“Gross Settlement Amount”** means the Gross Settlement that Defendant will be
24 obligated to pay in connection with the Settlement, which is \$1,783,812.50. This sum will
25 include all Individual Class Payments to Participating Class Members; all Service Payments to
26 named Plaintiffs pursuant to paragraph 43 of this Settlement Agreement; the PAGA Settlement
27 Amount (75% of which is allocated to the LWDA PAGA Payment and 25% of which is allocated
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1 to the Aggrieved Employees' PAGA Settlement and distributed as Individual PAGA Payments to
2 Aggrieved Employees as described in paragraph 45.b.); all Class Counsel's Attorneys' Fees and
3 Litigation Expenses; and all settlement administration fees and costs paid to the Settlement
4 Administrator. The Gross Settlement covers 142,705 Workweeks worked, plus a 7%
5 escalator/buffer (*i.e.*, 142,705 Workweeks + 9,989 Workweeks = 152,694 Workweeks). The
6 Gross Settlement expressly excludes Employer Taxes, which shall be paid by Defendant separate,
7 apart, and in addition to the Gross Settlement.

8 14. **"Gross Settlement"** means the Gross Settlement that Defendant will be obligated
9 to pay in connection with the Settlement, which is \$1,783,812.50.

10 15. **"Individual Class Payment"** means each Participating Class Member's share of
11 the Net Settlement Amount paid for the settlement of class claims through the Class Period.

12 16. **"Individual PAGA Payment"** means each Aggrieved Employee's share of the
13 Aggrieved Employees' PAGA Settlement paid for the settlement and release of PAGA Claims
14 through the PAGA Period.

15 17. **"LWDA"** means the California Labor & Workforce Development Agency.

16 18. **"LWDA PAGA Payment"** means the portion (*i.e.*, \$112,500) of the PAGA
17 Settlement Amount that will be payable to the LWDA for its share of the settlement of claims for
18 civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

19 19. **"Net Settlement Amount"** means the amount remaining after deduction from the
20 Gross Settlement Amount for named Plaintiffs' Service Payments, Class Counsel's Attorneys'
21 Fees and Litigation Expenses, the Settlement Administrator's reasonable fees and expenses, and
22 the PAGA Settlement Amount. The Net Settlement Amount will be distributed to Class
23 Members as Individual Class Payments described in paragraph 45.a.

24 20. **"Non-Participating Class Member"** refers to those Class Members who exclude
25 themselves from the Class Settlement by submitting a Request for Exclusion Form to the
26 Settlement Administrator.

27 21. **"Notice of Class Action and PAGA Representative Action Settlement"** means
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1 the notice approved by the Court and given to Class Members and Aggrieved Employees of the
2 Settlement and the hearing date for final Court approval of the Settlement (Exhibit “1”).

3 22. **“Objection to Settlement Form”** means the form that Class Members should send
4 to the Settlement Administrator to object to the Settlement or any of its terms (Exhibit “3”).

5 23. **“Operative Complaint”** is the First Amended Complaint in the Action.

6 24. **“Opt-Out Deadline”** means the last day of the **“Opt-Out Period.”**

7 25. **“Opt-Out Period”** means the 45-day period following the date the Settlement
8 Administrator mails the Notice of Class Action and PAGA Representative Action Settlement to
9 the Class Members and Aggrieved Employees, unless a Class Member’s notice is re-mailed, in
10 which case the Opt-Out Period shall be 15 days from the re-mailing, or 45 days from the initial
11 mailing, whichever is later. Any Class Member who wishes to be excluded from the Settlement
12 must submit a Request for Exclusion Form to the Settlement Administrator during the Opt-Out
13 Period.

14 26. **“PAGA Period”** means the period from October 15, 2018 through the earlier of:
15 (i) the date the Court grants preliminary approval of this Settlement; or (ii) the exhaustion of
16 152,694 Workweeks.

17 27. **“PAGA Settlement Amount”** means the payment of \$150,000 for the settlement
18 of claims for civil penalties brought under California’s Private Attorneys General Act.

19 28. **“Participating Class Member”** refers to those Class Members who do not timely
20 opt out of the Class Settlement.

21 29. **“Plaintiffs”** and **“named Plaintiffs”** means Lydia Garcia and Vanessa Garcia.

22 30. **“Released Parties”** means (i) Clinicas de Salud del Pueblo, Inc. (doing business as
23 “innercare” and “Innercare”) (“Clinicas”); (ii) Palo Verde Valley Innercare, Inc., which is the
24 lessor of the Clinicas Clinic located at 852 E Danenberg Drive, El Centro, CA 92243, and does
25 not employ any hourly or non-exempt employees; and (iii) the present and former officers,
26 directors, employees, agents, successors, and assigns of Clinicas and Palo Verde Valley
27 Innercare, Inc.
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1 38. On March 17, 2021, Plaintiffs Lydia Garcia and Vanessa Garcia filed a First
2 Amended Class and Representative Action Complaint in the Garcia Class Action (“FAC”) for
3 violations of the California Labor Code, California Business and Professions Code, and PAGA in
4 the Riverside County Superior Court.

5 39. Following the exchange of information, the Parties attended mediation sessions on
6 September 2, 2020 and October 7, 2020 with Mediator Michael Young, whereat they engaged in
7 substantial, arms-length settlement negotiations. Although productive, the matter did not resolve
8 at that time. On April 06, 2021, Defendant brought a Motion to Compel Arbitration and Stay
9 Proceedings of the FAC. After full briefing by the Parties, the Court issued its ruling on May 19,
10 2021. On June 18, 2021, following the Court’s denial of its request to compel arbitration,
11 Defendant appealed to California Court of Appeals, Fourth Appellate District, Division Two
12 (Case No. E077311). The Parties fully briefed the trial court’s ruling and submitted Appellant
13 Clinicas’ Opening Brief, Respondent Lydia Garcia’s Brief, and Appellant Clinicas’ Reply Brief
14 to the Court of Appeals and, thus, the matter was ripe for and awaiting oral argument. Thereafter,
15 the Parties resumed work with Mediator Young in December 2022 and January 2023 and
16 ultimately agreed on a resolution, on January 9, 2023. The terms of that resolution are set out in
17 this Settlement Agreement. The Parties thereafter filed a stipulation to dismiss the pending
18 Appeal. The Court of Appeals ordered dismissal in an unpublished opinion filed January 30,
19 2023 and modified on February 1, 2023.

20 40. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable.
22 This Settlement contemplates (1) entry of an Order preliminarily approving the Settlement and
23 settlement procedure (proposed version attached as Exhibit “5”); (2) distribution to each of the
24 Class Members of a Notice of Class Action and PAGA Representative Action Settlement
25 (attached as Exhibit “1”), including the estimated Individual Class Payment and Individual PAGA
26 Payment that the Class Member may qualify to receive; (3) entry of an Order granting final
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1 approval of Class Action and PAGA Representative Action Settlement and entering judgment in
2 the Action and ending the litigation (proposed version attached at Exhibit "6").

3 **MONETARY SETTLEMENT TERMS**

4 41. **Gross Settlement Amount.** Defendant will pay a non-reversionary Gross
5 Settlement Amount of \$1,783,812.50 in exchange for the release of claims in this Class and
6 PAGA Representative Action set forth in paragraphs 49 and 50 below. In no event will
7 Defendant be required to pay more than the Gross Settlement Amount, except for the Employer
8 Taxes, which Defendant will pay separately from and in addition to the Gross Settlement
9 Amount.

10 42. **Class Counsel's Attorneys' Fees and Litigation Expenses.** Plaintiffs consent to,
11 and Defendant will not oppose, an application to the Court for attorney's fees in amount equal to
12 thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$624,334.38), which will be
13 divided between and payable in shares of 57.5% to Lawyers for Justice, PC and 42.5% to
14 CounselOne, P.C. from the Gross Settlement Amount. Defendant also will not oppose Class
15 Counsel's application to the Court for reimbursement of litigation expenses, payable by wire to
16 Lawyers for Justice, PC and CounselOne, P.C. from the Gross Settlement Amount, in an amount
17 up to \$40,000. The Settlement Administrator (and not Defendant) will issue an IRS Form 1099-
18 MISC reflecting the award of Class Counsel's Attorneys' Fees and Litigation Expenses.
19 Defendant's payment of the Court-awarded Class Counsel's Attorneys' Fees and Litigation
20 Expenses will constitute full satisfaction of Defendant's obligation to pay any person, attorney or
21 law firm for attorneys' fees, costs, and expenses incurred on behalf of the Plaintiffs, Participating
22 Class Members, and/or Aggrieved Employees in this Action. The failure of the Court to award
23 the full amount of the Class Counsel's Attorneys' Fees and Litigation Expenses will not
24 constitute grounds for rescission of this Settlement Agreement. Should the Court fail to award
25 the full amount of the Class Counsel's Attorneys' Fees and Litigation Expenses requested by
26 Plaintiffs, any portion that is not awarded will revert back to the Gross Settlement Amount.

1 43. **Service Payments to Plaintiffs.** Defendant will not oppose named Plaintiffs’
2 application to the Court for a Service Payment of \$8,000.00 to each Plaintiff, Lydia Garcia and
3 Vanessa Garcia, to be paid out of the maximum Gross Settlement Amount. The Settlement
4 Administrator (and not Defendant) will issue an IRS Form 1099-MISC to each Named Plaintiff
5 reflecting her Service Payment. The failure of the Court to award a Service Payment to any
6 Plaintiff will not constitute grounds for rescission of this Settlement Agreement. The Settlement
7 Administrator will make the Service Payment at the same time as it makes the Individual Class
8 Payments to the other Class Members and the Individual PAGA Payments to the Aggrieved
9 Employees. Should the Court fail to award the full amount of the Service Payments requested by
10 Plaintiffs, any portion that is not awarded will revert back to the Gross Settlement Amount.

11 44. **Settlement Administration Fees and Expenses.** Defendant agrees to pay
12 Settlement Administrator CPT Group, Inc., as part of the Gross Settlement Amount, for its
13 reasonable fees and expenses incurred in administering this Settlement, in an amount estimated to
14 be \$30,000.00.

15 45. **Allocation of Settlement Shares.** The Individual Class Payments and the
16 Individual PAGA Payments will be calculated as follows:

17 a. **Individual Class Payment.** After deduction from the Gross Settlement
18 Amount for the PAGA Settlement Amount, Class Counsel’s Attorneys’ Fees and
19 Litigation Expenses, the Service Payments to Plaintiffs, and the Settlement Administration
20 reasonable fees and expenses, the balance remaining (the “Net Settlement Amount”) will
21 be payable as follows: Each Participating Class Member will receive a *pro rata* share of
22 the Net Settlement Amount based on the number of Workweeks that he or she worked in
23 each position covered by the Settlement during the Class Period (the “Individual Class
24 Payment”), calculated as follows: (Class Member’s Workweeks worked ÷ Class
25 Workweeks worked by all Participating Class Members during the Class Period) × Net
26 Settlement Amount = Participating Class Member’s Individual Class Payment.

1 **b. Individual PAGA Payment.** All Aggrieved Employees as defined by Cal.
2 Lab. § 2699(c), including those who do not otherwise qualify as a Class Member and
3 would thus not receive a Class Member Payment,¹ will receive their *pro rata* share of the
4 Aggrieved Employee 25% portion of the PAGA Settlement Amount based on the number
5 of Pay Periods that he or she worked in each position covered by the Settlement during the
6 PAGA Period (the “Individual PAGA Payment”), calculated as follows: Aggrieved
7 Employee’s Payment = (Aggrieved Employee’s Pay Periods worked during the PAGA
8 Period ÷ Pay Periods worked by all Aggrieved Employees during the PAGA Period) x
9 \$37,500 = Aggrieved Employee’s Individual PAGA Payment.

10 **46. Tax Treatment.** 40% of the Individual Class Payment constitutes wages for the
11 purposes of IRS reporting, and will be reported to the IRS pursuant to form W-2, while the other
12 60% constitutes payments for non-wage penalties and interest and will reported to the IRS
13 pursuant to Form 1099-MISC. The Individual PAGA Payment constitutes payments for non-
14 wage penalties and interest and will reported to the IRS pursuant to Form 1099-MISC. The
15 Settlement Administrator (and not Defendant) will remit all federal and state taxes owed by
16 Defendant and will issue W2s and 1099s on all funds distributed.

17 **47. Impact on Benefits.** The payments made pursuant to this settlement will not have
18 any effect on the eligibility or calculation of any employee benefits provided by any Released
19 Party. The Parties agree these payments do not represent any modification of any employee’s
20 previously-credited hours of service or other eligibility criteria under any employee pension
21 benefit plan, employee welfare benefit plan, or other program or policy. These payments also
22 will not be considered wages, compensation, or annual earnings for benefits in any year for
23 purposes of determining eligibility for, or benefit accrual within, any employee pension benefit
24 plan, employee welfare benefit plan, or other program or policy.

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28 ¹ This would occur, for example, if a Class Member timely opts-out of the Class.

THE RELEASES

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2 **48. Plaintiffs' Release.** As of the Effective Date of the Settlement, and payment by
3 Defendant to the Settlement Administrator of the full amount of the Gross Settlement and
4 Employer's Taxes, each Plaintiff fully releases and discharges Clinicas de Salud del Pueblo, Inc.
5 and the other Released Parties of any and all claims, known and unknown, in consideration of the
6 Service Payment, Individual Class Payment, and Individual PAGA Payment received by the
7 Plaintiff, and the other terms and conditions of the Settlement. Each Plaintiff also hereby waives
8 the protection of California Civil Code section 1542. The "Released Parties" are (i) Clinicas de
9 Salud del Pueblo, Inc. (doing business as "innercare" and "Innercare") ("Clinicas"); (ii) Palo
10 Verde Valley Innercare, Inc., which is the lessor of the Clinicas Clinic located at 852 E
11 Danenberg Drive, El Centro, CA 92243, and does not employ any hourly or non-exempt
12 employees; and (iii) the present and former officers, directors, employees, agents, successors, and
13 assigns of Clinicas and Palo Verde Valley Innercare, Inc. Each Plaintiff agrees to sign an
14 individual settlement agreement with Defendant, wherein Plaintiff memorializes her general
15 release of all claims of each and every nature, known and unknown, against all of the Released
16 Parties. Each Plaintiff understands and agrees that this release includes a good-faith compromise
17 of disputed wage claims.

18 **49. Participating Class Members Release.** As of the Effective Date of the
19 Settlement, and payment by Defendant to the Settlement Administrator of the full amount of the
20 Gross Settlement and Employer's Taxes, the Participating Class Members fully release and
21 discharge Clinicas de Salud del Pueblo, Inc. and the other Released Parties of any and all claims
22 that were alleged, or that reasonably could have been alleged based on the facts asserted, in the
23 Operative Complaint, for the duration of the Class Period. This includes statutory, constitutional,
24 contractual or common law claims for wages, damages, unpaid costs or expenses, penalties,
25 liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or
26 equitable relief, that were alleged or reasonably could have been alleged based on the facts
27 asserted in the Operative Complaint for violations of the California Labor Code (sections 201,
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1 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800,
2 2802), California Industrial Welfare Commission Wage Order No. 4 interpreting the Labor Code,
3 and California Business and Professions Code (sections 17200 through 17209) for the following
4 categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for
5 failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for
6 the failure to provide meal and/or rest periods in accordance with applicable law, including
7 payments equivalent to one hour of the employee's regular rate of pay for missed, short or late
8 meal and/or rest periods and alleged non-payment of wages for meal periods worked and not
9 taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an
10 employee's regular rate of pay; (d) all claims for the alleged failure to pay compensation at
11 employees' final rate of pay for unused vested paid vacation days; (e) all claims for the alleged
12 failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for
13 failure to maintain required records; (g) all claims for failure to issue compliant wage statements;
14 (h) all claims for failure to issue timely payment of wages during, and upon termination of,
15 employment; (i) all claims for engaging in unfair business practices; and (j) all associated claims
16 for civil and statutory penalties. The Class Members understand and agree that this release
17 includes a good-faith compromise of disputed wage claims. The Class Members do not release
18 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, Social Security, workers'
20 compensation, or claims based on facts occurring outside the Class Period. The "Released
21 Parties" are (i) Clinicas de Salud del Pueblo, Inc. (doing business as "innercare" and "Innercare")
22 ("Clinicas"); (ii) Palo Verde Valley Innercare, Inc., which is the lessor of the Clinicas Clinic
23 located at 852 E Danenberg Drive, El Centro, CA 92243, and does not employ any hourly or non-
24 exempt employees; and (iii) the present and former officers, directors, employees, agents,
25 successors, and assigns of Clinicas and Palo Verde Valley Innercare, Inc.

26 **50. Aggrieved Employees Release.** As of the Effective Date of the Settlement, and
27 payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement
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1 and Employer's Taxes, Plaintiffs—on behalf of the State of California, the LWDA, and the
2 Aggrieved Employees—release and discharge Clinicas de Salud del Pueblo, Inc. and the Released
3 Parties of any and all claims for civil penalties that were alleged, or that reasonably could have
4 been alleged based on the facts asserted, in the PAGA Notices and Operative Complaint, for the
5 duration of the PAGA Period. This includes all claims for penalties, attorneys' fees, litigation
6 costs, restitution, or equitable relief, recoverable through PAGA (California Labor sections 2698
7 through 2699.8) and arising out of or based upon the facts asserted in the PAGA Notices and
8 Operative Complaint for violations of any provision of the California Labor Code or California
9 Industrial Welfare Commission Wage Order No. 4; including the following categories of
10 allegations, to the fullest extent such claims are releasable by law: (a) all PAGA claims predicated
11 on the failure to pay wages, including overtime premium pay and the minimum wage; (b) all
12 PAGA claims predicated on the failure to provide meal and/or rest periods in accordance with
13 applicable law, including payments equivalent to one hour of the employee's regular rate of pay
14 for missed, late or short meal and/or rest periods and alleged non-payment of wages for meal
15 periods worked and not taken; (c) all PAGA claims predicated on the alleged omission of any
16 kind of remuneration when calculating an employee's regular rate of pay; (d) all PAGA claims
17 predicated on the alleged failure to pay compensation at employees' final rate of pay for unused
18 vested paid vacation days; (e) all PAGA claims predicated on the alleged failure to indemnify
19 and/or reimburse employees for all business expenses; (f) all PAGA claims for failure to maintain
20 required records; (g) all PAGA claims for failure to issue compliant wage statements; (h) all
21 PAGA claims for failure to issue timely payment of wages during, and upon termination of,
22 employment; and (i) all other associated PAGA penalties. The "Released Parties" are (i) Clinicas
23 de Salud del Pueblo, Inc. (doing business as "innercare" and "Innercare") ("Clinicas"); (ii) Palo
24 Verde Valley Innercare, Inc., which is the lessor of the Clinicas Clinic located at 852 E
25 Danenberg Drive, El Centro, CA 92243, and does not employ any hourly or non-exempt
26 employees; and (iii) the present and former officers, directors, employees, agents, successors, and
27 assigns of Clinicas and Palo Verde Valley Innercare, Inc.

SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE

51. Motion for Preliminary Approval.

a. No later than June 1, 2023, Class Counsel will submit this Settlement Agreement to the Court for its preliminary approval; and Plaintiffs will file a motion (the “Motion for Preliminary Approval”) with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Notice of Class Action and PAGA Representative Action Settlement.

b. Pursuant to the PAGA, Plaintiff Vanessa Garcia will submit the Notice of Proposed PAGA Settlement attached as Exhibit “4” to this Settlement Agreement, as well as a copy of this Settlement Agreement, to the LWDA on the same day Plaintiffs file the Motion for Preliminary Approval. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

c. Should the Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, then this Settlement will be—at either Party’s discretion and only after meeting and conferring in good faith—null and void, and the Parties will have no further obligations under it. The Parties agree that an award by the Court of lesser amounts than sought for the Service Payments to Plaintiffs or Class Counsel’s Attorneys’ Fees and Litigation Expenses will not be a material modification of the Settlement.

52. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Notice of Class Action and PAGA Representative Action Settlement as follows:

1 a. Within 21 days after the Court enters its order granting Preliminary
2 Approval of the Settlement, Defendant will provide to the Settlement Administrator an
3 electronic database for the Class Members, containing each Class Member's name and
4 last-known mailing address, telephone number, the Class Member's Social Security
5 number, dates of employment, Workweeks worked during the Class Period, and Pay
6 Periods worked during the PAGA Period, as reflected in Defendant's records
7 (collectively, the "Class Member Data"). If any or all of the Class Member Data are
8 unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct the
9 Class Member Data prior to when it must be submitted to the Settlement Administrator.
10 This information will otherwise remain confidential and will not be disclosed to anyone,
11 except in order to carry out the reasonable efforts described in paragraph 52, or pursuant
12 to Defendant's express written authorization or by order of the Court.

13 b. Within 21 days after receiving the Class Member Data from Defendant, the
14 Settlement Administrator will determine each Class Member's estimated number of
15 Workweeks and each Aggrieved Employee's estimated number of Pay Periods, as well as
16 the estimated Individual Class Payment and Individual PAGA Payment, up to the date of
17 preliminary approval, and send a Notice of Class Action and PAGA Representative
18 Action Settlement to each Class Member and Aggrieved Employee. The Settlement
19 Administrator will mail this information to all identified Class Members and Aggrieved
20 Employees via regular First-Class U.S. Mail, using the mailing address information
21 provided by Defendant, unless modified by any updated address information that the
22 Settlement Administrator obtains in the course of administration of the Settlement. In the
23 event of returned or non-deliverable notices, the Settlement Administrator will make
24 reasonable efforts to locate Class Members and Aggrieved Employees and re-send the
25 notices.

26 c. If a Notice of Class Action and PAGA Representative Action Settlement is
27 returned because of an incorrect address, the Settlement Administrator will promptly, and
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1 not later than 14 days from receipt of the returned notice, search for a more current
2 address for the Class Member and Aggrieved Employee using Accurint and other
3 reasonable and cost-effective skip trace methods, and re-mail the Notice. The Settlement
4 Administrator will use the Class Member Data and otherwise work with Defense Counsel
5 to find a more current address. The Settlement Administrator will establish a case-
6 specific website for hosting important dates, key documents, and the posting of any
7 Judgment entered. The Settlement Administrator will be responsible for taking reasonable
8 steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to
9 with Class Counsel and according to the following deadlines, to trace the mailing address
10 of any Class Member and Aggrieved Employee for whom a Notice of Class Action and
11 PAGA Representative Action Settlement is returned by the U.S. Postal Service as
12 undeliverable. These reasonable steps will include, at a minimum, the tracking of all
13 undelivered mail; performing address searches for all mail returned without a forwarding
14 address; and promptly re-mailing to Class Members and Aggrieved Employees for whom
15 new addresses are found. If the Notice of Class Action and PAGA Representative Action
16 Settlement is re-mailed, the Settlement Administrator will note for its own records and
17 notify Class Counsel and Defense Counsel of the date and address of each such re-mailing
18 as part of a weekly status report provided to the Parties. .

19 d. Each week, the Settlement Administrator will provide to all counsel of
20 record a report showing whether any Notice of Class Action and PAGA Representative
21 Action Settlement has been returned and re-mailed and the receipt of any opt-outs to the
22 Settlement.

23 e. Not later than 5 Court days before the date by which the Plaintiffs file their
24 Motion for Final Approval of the Settlement, the Settlement Administrator will serve on
25 the Parties and file with the Court a declaration of due diligence setting forth its
26 compliance with its obligations under this Settlement Agreement. Prior to the Final
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1 Approval Hearing, the Settlement Administrator will supplement its declaration of due
2 diligence if any material changes occur from the date of the filing of its prior declaration.

3 **53. Objections to Settlement; Opt-outs from Settlement.** Class Members may
4 submit objections to the Settlement or opt out of the Settlement pursuant to the following
5 procedures:

6 a. **Objections to Settlement.** Any Participating Class Member who wishes
7 to object to any term of the Settlement must submit his or her objection to the Settlement
8 Administrator on the Objection to Settlement Form (Exhibit 3). The Objection to
9 Settlement Form should (i) state the Class Member's name, current address, telephone
10 number, and the last four digits of the Class Member's Social Security number for
11 verification purposes; (ii) explain the nature and basis for the Class Member's objection;
12 and (iii) be signed by the Class Member. The Objection to Settlement Form must be sent
13 to the Settlement Administrator via U.S. First Class Mail and must be postmarked no later
14 than 45 days after the Settlement Administrator first mails the Notice of Class Action and
15 PAGA Representative Action Settlement to the Class Members at the original addresses
16 provided by Defendant. Any Class Member may also appear at the Final Approval
17 Hearing, in person or by his/her/their own attorney, to object to the Settlement and show
18 cause why the Court should not approve the Settlement, or object to the motion for awards
19 of the Service Payments to named Plaintiffs Lydia Garcia and Vanessa Garcia, and/or to
20 the Class Counsel's Attorneys' Fees and Litigation Expenses, as set forth in the Notice of
21 Class Action and PAGA Representative Action Settlement, whether or not they have
22 objected in writing or notified the Parties that they intend to appear. If a Class Member
23 does not submit an Objection to Settlement Form or appear in person to object, either
24 personally or through counsel, such Objection shall be deemed waived, unless otherwise
25 ordered by the Court.

26 b. **Request for Exclusion from the Class Settlement.** The Class Notice will
27 explain that Class Members may exclude themselves from the Class Settlement by
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1 mailing to the Settlement Administrator a signed Request for Exclusion Form, a copy of
2 which will be enclosed with the Class Notice. The Request for Exclusion Form must be
3 signed by the Class Member, and include the Class Member's printed name, current
4 address, telephone number, and the last four digits of the Class Member's Social Security
5 number for verification purposes. The Class Member must make the request and
6 personally sign it. If someone else makes the request for the Class Member, it will not be
7 valid. A Class Member's Request for Exclusion Form must be sent via U.S. First Class
8 Mail to the Settlement Administrator and postmarked no later than 45 days after the
9 Settlement Administrator first mails the Notice of Class Action and PAGA Representative
10 Action Settlement to the Class Members at the original addresses provided by Defendant.
11 If a question is raised about the authenticity of a signed Request for Exclusion, the
12 Settlement Administrator will have the right to demand additional proof of the Class
13 Member's identity. A Class Member who timely submits a valid Request for Exclusion
14 will not participate in or be bound by the Class Action Settlement or the Judgment as to
15 the Class Action. A Class Member who does not complete and transmit a valid Request
16 for Exclusion Form in the manner and by the deadline specified above will be bound by
17 all terms and conditions of the Settlement, including its release of claims, if the Settlement
18 is approved by the Court, and by the Judgment.

19 c. **Report.** No later than 10 days after the Opt-Out Deadline, the Settlement
20 Administrator will provide the Parties with a complete and accurate list of the names of all
21 then-identified Participating Class Members, objectors, and opt-outs.

22 54. **Resolution of Disputes.** If a Class Member disputes the information shown on his
23 or her Notice of Class Action Settlement, the Class Member must ask the Settlement
24 Administrator to resolve the matter by sending the Class Member's name, last four digits of the
25 Social Security number, the number and dates of Class Workweeks and PAGA Pay Periods the
26 Class Member believes she or her worked during the applicable Class and PAGA Periods, and
27 any documentation (such as copies of pay stubs or other records) the Class Member has to
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1 support his or her contention. The Class Member must postmark this communication to the
2 Settlement Administrator by First Class no later than 45 days after the Settlement Administrator
3 first mails the Notice of Class Action and PAGA Representative Action Settlement to the Class
4 Members. In the event of such a dispute, Defendant will have the right to review its payroll and
5 personnel records to verify the correct information. After consultation with Class Counsel, the
6 Class Member, and Defense Counsel, the Settlement Administrator will make a determination of
7 the correct information, and that determination will be final, binding on the Parties and the Class
8 Member, and non-appealable.

9 **55. No Solicitation of Objection, Appeal, or Request for Exclusion.** Neither the
10 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any
11 Class Member to object to, or request exclusion from, the Settlement—or move to vacate or
12 appeal the final judgment—of this Action.

13 **56. Right of Defendant to Reject Settlement.** If 5% or more of the Class Members
14 validly elect not to participate in the Settlement, Defendant will have the right to rescind the
15 Settlement, and the Settlement and all actions taken in its furtherance will be null and void.

16 **57. Additional Briefing and Final Approval.**

17 a. Plaintiffs will file a Motion for Final Approval of the Settlement, the
18 LWDA Payment, and payment of the Settlement Administrator's reasonable fees and
19 expenses as well as a motion for awards of the Service Payment to Plaintiffs and the Class
20 Counsel's Attorneys' Fees and Litigation Expenses pursuant to this Settlement at least 16
21 court days before the Final Approval Hearing.

22 b. Any or all Parties may file a reply in support of the Motion for Final
23 Approval of the Settlement, the LWDA PAGA Payment, and payment of the Settlement
24 Administrator's reasonable fees and expenses to the extent that any opposition to the
25 Motion for Final Approval is filed; and Plaintiffs and Class Counsel may file a reply in
26 support of their motions for the Service Payments to Plaintiffs and the Class Counsel Fees
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1 and Expenses Payment; no later than 7 days before the Final Approval Hearing, or such
2 earlier date as the Court orders.

3 c. If the Court does not grant final approval of the Settlement, or if the
4 Court's final approval of the Settlement is reversed or materially modified on appellate
5 review, then this Settlement will be, at either Party's discretion, null and void. An award
6 by the Court of lesser amounts than sought for the Service Payments to Plaintiffs or Class
7 Counsel's Attorneys' Fees and Litigation Expenses will not be a material modification of
8 the Settlement. However, if the Court reduces or otherwise denies the requested Class
9 Counsel's Attorneys' Fees and Litigation Expenses or the Service Payments to Plaintiffs,
10 Plaintiffs may appeal that ruling.

11 d. Upon final approval of the Settlement by the Court, the Parties will present
12 to the Court for its approval and entry the Judgment in substantially the form evidenced by
13 Exhibit "7" to this Settlement Agreement. After entry of the Judgment, the Court will
14 have continuing jurisdiction over the Action and the Settlement solely for purposes of
15 (1) enforcing this Settlement Agreement, (2) addressing settlement administration matters,
16 and (3) addressing such post-judgment matters as may be appropriate under court rules or
17 applicable law.

18 58. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
19 material terms of this Settlement Agreement, Plaintiffs, Participating Class Members who did not
20 timely submit an objection to the Settlement and intervene in the Action, the LWDA and any
21 Aggrieved Employees presently serving as its representative in another action involving
22 overlapping PAGA claims, Defendant, and their respective counsel hereby waive any and all
23 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
24 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any
25 extraordinary writ, and the Judgment therefore will become non-appealable at the time it is
26 entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
27 appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph
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1 does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Court to award
2 the full Service Payments to Plaintiffs or the Class Counsel's Attorneys' Fees and Litigation
3 Expenses sought by them. If an appeal is taken from the Judgment, the time for consummating
4 the Settlement (including making payments under the Settlement) will be suspended until the
5 Effective Date of this Settlement, as defined in paragraph 11.

6 **59. Timing of Settlement Payments.**

7 a. Within 3 days after the Settlement's Effective Date, as defined in
8 paragraph 11, the Settlement Administrator will provide Defendant with wire transfer
9 information.

10 b. Within 15 days after the Settlement's Effective Date, as defined in
11 paragraph 11, Defendant will transfer to the Settlement Administrator via wire transfer the
12 Gross Settlement Amount, plus all Employer Taxes due.

13 c. Within 7 business days after Defendant complies with paragraph 59.b., the
14 Settlement Administrator will pay the Individual Class Payments to Participating Class
15 Members, the Individual PAGA Payments to the Aggrieved Employees, the Service
16 Payments to Plaintiffs, the LWDA PAGA Payment to the LWDA; the Class Counsel's
17 Attorneys' Fees and Expenses Payment to Class Counsel; and the Settlement
18 Administrator's reasonable fees and expenses to the Settlement Administrator. Any
19 envelope transmitting a check for an Individual Class Payment and/or Individual PAGA
20 Payment to a Participating Class Member and/or Aggrieved Employee shall bear the
21 notation, "YOUR CLASS ACTION AND/OR PAGA SETTLEMENT CHECK IS
22 ENCLOSED."

23 d. The Settlement Administrator will mail a reminder postcard to any Class
24 Member or Aggrieved Employee whose check has not been negotiated within 60 days
25 after the date of mailing.

26 **60. Uncashed Checks.** All Individual Class Payments and Individual PAGA
27 Payments must be cashed within 180 calendar days after they are mailed. If a check is returned to
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1 the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-
2 mail it to the Class Member or Aggrieved Employee at his or her correct address. If a check,
3 mailed pursuant to paragraph 59.c. to any Class Member or Aggrieved Employee who is a current
4 employee of Defendant, is returned to the Settlement Administrator as undeliverable, and the
5 Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
6 will arrange with Defendant, through its counsel, to have the check mailed via First Class U.S.
7 Mail to the employee at employee's work address with Defendant. If any check is not cashed
8 within 180 days after its mailing to the Class Member or Aggrieved Employee, the Settlement
9 Administrator will distribute the unclaimed funds represented by the uncashed check to the
10 California State Controller's Office, Unclaimed Property Division in the name of the Class
11 Member or Aggrieved Employee, where the Class Member or Aggrieved Employee can later
12 claim the funds.

13 61. **Effect of Disapproval, Termination or Cancellation.** In the event that the Court
14 does not grant final approval of the Settlement, or if the Court's final approval of the Settlement
15 is reversed or materially modified on appellate review, then this Settlement will be null and void;
16 if that occurs, the Parties will have no further obligations under the Settlement, including any
17 obligation by Defendant to pay the Gross Settlement Amount. However, Defendant shall pay the
18 reasonable fees and expenses of the Settlement Administrator to the date of disapproval,
19 termination, or cancellation.

20 MISCELLANEOUS SETTLEMENT PROVISIONS

21 62. **Binding Agreement.** The Parties intend that this Settlement Agreement will be
22 fully enforceable and binding upon all Parties.

23 63. **Admissibility of Settlement Agreement.** Notwithstanding any privilege
24 applicable to settlement or mediation confidentiality provisions that might otherwise apply under
25 federal or state law, this Settlement Agreement is a confidential settlement document and may not
26 be disclosed or admitted into evidence or used in any proceeding except an action, motion, or
27 proceeding to approve, interpret, or enforce the terms of this Settlement.

1 64. **Confidentiality of Settlement.** The Parties and their counsel agree that they will
2 not issue any press releases or initiate any contact with the media about the fact, amount, or terms
3 of the settlement. If counsel for either party receives an inquiry about the Settlement from the
4 media, counsel may respond only after the Motion for Preliminary Approval has been filed and
5 only by confirming the terms of the Settlement.

6 65. **Subsequent Disputes Regarding Settlement Agreement.** The Court will retain
7 jurisdiction over this Settlement. However, any disputes arising out of or relating to this
8 Settlement Agreement will be submitted to a mediator on whom the Parties agree.

9 66. **No Waiver.** Nothing in this Settlement will serve as a waiver of future rights and
10 this language will be included in the Notice of Class Action and PAGA Representative Action
11 Settlement sent to Class Members.

12 67. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the
13 Settlement is fair and reasonable and will so represent to the Court via the Motion for Preliminary
14 Approval. The Parties have agreed to work together expeditiously and cooperatively to obtain
15 preliminary and final approval of this Settlement.

16 68. **No Admission of Liability.** Neither this Settlement Agreement nor any other
17 documents prepared in connection with this Settlement are in any way an admission of liability by
18 Defendant. Moreover, Defendant denies all liability for any alleged wrongdoing and a statement
19 to this effect will be included in the notice sent to Class Members.

20 69. **Certification for Settlement Purposes Only.** For the purposes of this Settlement
21 only, the Parties stipulate to the certification of the class of Class Members defined in paragraph
22 6. If the Court does not grant preliminary or final approval of the Settlement, this stipulation will
23 have no effect. The Parties agree that this Settlement stipulation is in no way an admission that
24 class certification is proper and that this stipulation will not be admissible in this or any other
25 proceeding as evidence that a class should be certified as Plaintiffs propose or that Defendant is
26 liable in any way to Plaintiffs or the class that Plaintiffs allege. Defendant expressly reserves the
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1 right to oppose class certification of any purported class should this Settlement fail to become
2 final and effective.

3 70. **Authorization.** The signatories to this Settlement Agreement represent they are
4 fully authorized to enter into this Settlement and bind the Parties to the terms and conditions of
5 this Settlement.

6 71. **Authority to Act for Plaintiffs.** Class Counsel represent and warrant that they
7 have full authority to accept this Settlement Agreement on behalf of Plaintiffs and to bind
8 Plaintiffs to all of its terms and conditions.

9 72. **Counterparts, Electronic and Facsimile Signatures.** This Settlement
10 Agreement may be executed in one or more counterparts, and each such counterpart will be
11 deemed an original, but all of which taken together will constitute one and the same Settlement
12 Agreement. The Parties agree that this Settlement Agreement may be signed electronically via
13 DocuSign or other electronic signature platform. Any signature pages transmitted via facsimile
14 or via email PDF(s) will be regarded as original counterpart signature pages.

15 73. **Judgment To Be Entered By The Court.** Upon the Court's granting of the
16 Motion for Final Approval of the Settlement, the Court will enter final judgment in accordance
17 with the terms of this Settlement Agreement.

18 74. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other in
19 good faith to accomplish the terms of this Settlement, including, but not limited to, execution of
20 such documents and taking such other action as reasonably necessary to implement the terms of
21 this Settlement. The Parties will use their best efforts, including all efforts contemplated by this
22 Settlement and any other efforts that may become necessary by order of the Court, or otherwise,
23 to effectuate this Settlement.

24 75. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
25 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
26 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
27 action, cause of action or right herein released and discharged.

1 76. **Applicable Law.** This Settlement Agreement is made under and will be governed
2 and construed in accordance with California law. If any civil action is filed to enforce or interpret
3 any term or provision of this Settlement Agreement, or otherwise, the appropriate venue will be a
4 state or federal court of competent jurisdiction located in the State of California for the County of
5 Riverside.

6 77. **Construction.** The Parties agree the terms and conditions of this Settlement are
7 the result of lengthy, intensive, arms-length negotiations and this Settlement will not be construed
8 in favor of or against any Party by reason of the extent to which any Party or his or its counsel
9 participated in the drafting of this Settlement Agreement.

10 78. **Paragraph Titles and Captions.** Paragraph titles and/or captions contained
11 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
12 extend, or describe the scope of this Settlement or any provision of this Settlement Agreement.

13 79. **Modification.** This Settlement Agreement may not be changed, altered, or
14 modified, except in writing and signed by the Parties, and approved by the Court. This
15 Settlement may not be discharged except by performance in accordance with its terms or by a
16 writing signed by the Parties.

17 80. **Integration Clause.** This Settlement Agreement contains the entire agreement
18 between the Parties relating to the Settlement, and all prior or contemporaneous agreements,
19 understandings, representations, and statements, whether oral or written and whether by a Party or
20 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
21 writing.

22 81. **Severability.** If any provision of this Settlement Agreement is unenforceable, for
23 any reason, the remaining provisions will nevertheless be of full force and effect, subject to the
24 limitations set out in Paragraphs 51.c., 57.c., and 61 regarding the effect of disapproval,
25 termination, modification or cancellation by the Court of any material term or condition of this
26 Settlement Agreement.

1 82. **Binding On Assigns.** This Settlement Agreement will be binding on and inure to
2 the benefit of the Parties and their respective predecessors, successors, parents, subsidiaries,
3 affiliates, heirs, trustees, executors, administrators, successors, and assigns, and upon any
4 corporate or other entity into or with which any Party hereto may merge, combine, or consolidate.

5 83. **Class Member Signatories.** It is agreed that because the members of the Class
6 are numerous, it is impossible or impracticable to have each Class Member execute this
7 Settlement. The release will have the same force and effect as if this Settlement were executed by
8 each Class Member.

9 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
10 Agreement as of the date(s) set forth below.

11 **LYDIA GARCIA, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY-**
12 **SITUATED, AND VANESSA GARCIA, INDIVIDUALLY AND ON BEHALF OF THE**
13 **STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL. LAB.**
CODE § 2698 ET SEQ.

14 Signature: Lydia Garcia Dated: 05 / 31 / 2023
15 Lydia Garcia

16 Signature: Vanessa Garcia Dated: 05 / 31 / 2023
17 Vanessa Garcia

18 **CLASS COUNSEL**

19 **CLASS COUNSEL**
20 Signature: Anthony J. Orshansky Dated: May 31, 2023
21 Anthony J. Orshansky
22 CounselOne, P.C. who is authorized
23 to sign on behalf of all Class Counsel

24 **DEFENDANT CLINICAS DE SALUD DEL PUEBLO, INC.**

25 Signature: Yvonne Bell Dated: 5/31/2023
26 Yvonne Bell
27 5929641471241
28 President and Chief Executive Officer

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CALL & JENSEN APC

DocuSigned by:

Signature: _____

John T. Egley
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Dated: 5/31/2023