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14 CRISTINA GONZALEZ

15 SUPERIOR COURT OF CALIFORNIA
16 COUNTY OF KERN

17 CRISTINA GONZALEZ, individually, and
18 on behalf of other members of the general
19 public similarly situated,

20 Plaintiff,

21 v.

22 GOOD SAMARITAN HOSPITAL, A
CALIFORNIA LIMITED PARTNERSHIP,
23 a California limited partnership, and DOES
1 through 10, inclusive,

24 Defendants.

Case No. BCV-19-103303

**JOINT STIPULATION FOR CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

25 Trial Date: TBD
Complaint Filed: 11/22/2019
First Amended Complaint Filed: 2/19/2020

26
27 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
28 Agreement” or “Agreement”) is made and entered into by and between Plaintiff CRISTINA

1 GONZALEZ (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class
2 members, on the one hand, and Defendant GOOD SAMARITAN HOSPITAL (“Defendant”), on the
3 other hand. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

4
5 **I.**
6 **RECITALS**

7 A. On November 22, 2019, Plaintiff filed a Complaint in the Superior Court of
8 the State of California for the County of Kern, in the action entitled Cristina Gonzalez v. Good
9 Samaritan Hospital, Case No. BCV-19-103303.

10 B. On February 19, 2020, Plaintiff filed the operative complaint, the First
11 Amended Class Action Complaint, asserting 12 causes of action for 1) Unpaid Overtime, 2) Unpaid
12 Minimum Wages, 3) Failure to Provide Meal Periods, 4) Failure to Authorize and Permit Rest
13 Periods, 5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, 6) Wages Not
14 Timely Paid Upon Termination, 7) Failure to Timely Pay Wages During Employment, 8) Failure to
15 Provide Reporting Time Pay, 9) Unreimbursed Business Expenses, 10) Civil Penalties under
16 California’s Private Attorneys General Act (“PAGA”), 11) Violation of California Business &
17 Professions Code section 17200 (Unlawful Business Practices) and 12) Violation of California
18 Business & Professions Code section 17200 (Unfair Business Practices).

19 C. Plaintiff alleged that she and other class members were not paid for all hours
20 worked because all hours worked were not recorded. Plaintiff alleged that as a result, she and other
21 class members were not paid minimum wages for those hours or overtime compensation for certain
22 hours. Plaintiff also alleged that her overtime rate of pay was not correctly calculated to include
23 certain items in the regular rate of pay. Plaintiff further alleged that she and other class members
24 were not provided with all timely, uninterrupted 30-minute meal periods or 10-minute rest periods.
25 Plaintiff alleged that she and other class members did not receive complete and accurate wage
26 statements, and Defendant did not maintain accurate and complete payroll records. Plaintiff alleged
27 that she and other terminated class members were not paid all wages earned upon termination.
28 Plaintiff alleged that she and other class members incurred expenses such as mandatory physical
examinations and/or drug tests that were not reimbursed by Defendant, and required Plaintiff and

1 other class members to purchase items such as meals from Defendant.

2 D. Defendant denies all of Plaintiff's material allegations. Specifically, but
3 without limitation, Defendant denies that Plaintiff and/or other putative class members were not paid
4 for all hours worked or that any hours worked were not recorded. Defendant denies that Plaintiff
5 and/or other putative class members were not paid minimum wages for hours worked or were not
6 paid overtime compensation. Defendant denies that Plaintiff and/or other putative class members
7 had their overtime rate of pay not correctly calculated to include certain items in the regular rate of
8 pay. Defendant denies that Plaintiff and/or other putative class members were not provided with all
9 timely, uninterrupted 30-minute meal periods or 10-minute rest periods. Defendant denies that
10 Plaintiff and/or other putative class members did not receive complete and accurate wage statements,
11 or that Defendant did not maintain accurate and complete payroll records. Defendant denies that
12 Plaintiff and/or other putative class members were not paid all wages earned upon termination.
13 Defendant denies that Plaintiff and/or other putative class members incurred expenses that were not
14 reimbursed by Defendant.

15 E. The Parties engaged in an informal, voluntary exchange of information in the
16 context of privileged settlement discussions to facilitate an early mediation. Defendant produced
17 Plaintiff's personnel file, payroll and timekeeping records, copies of Defendant's written policies,
18 and samples of timekeeping records and pay records for the putative class.

19 F. On April 13, 2021, the Parties participated in a mediation before Steve
20 Serratore. The mediation resulted in a mediator's proposal. On April 26, 2021, the mediator advised
21 the Parties that both Parties had accepted the mediator's proposal.

22 G. During the mediation, each Party, represented by its respective counsel,
23 recognized the risk of an adverse result in the litigation and agreed to a settlement, as embodied in
24 this Agreement.

25 H. Based on their own thorough, independent investigation and evaluation of this
26 case, Class Counsel (as defined in paragraph 7 below) are of the opinion that the settlement with
27 Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable,
28 adequate, and in the best interest of the Settlement Class (as defined in paragraph 6 below) in light of

1 all known facts and circumstances, including the risk of significant costs and delay, the risk of non-
2 certification of the Class, the defenses asserted by Defendant, the risks of adverse determinations on
3 the merits, and numerous potential appellate issues. Although Defendant contends they have no
4 liability in this case, Defendant’s counsel shares Class Counsel’s belief that the Agreement
5 represents a fair and adequate settlement given the respective risks associated with the Action.

6 I. This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
8 that Plaintiff’s claims have merit or that it has any liability to Plaintiff or the putative class on those
9 claims, or as an admission by Plaintiff that Defendant’s defenses have merit. This Agreement is
10 intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released
11 claims subject to the terms and conditions set forth in this Agreement.

12 **II.**
13 **AGREEMENT**

14 **A. DEFINITIONS**

15 1. “**Action**” shall mean the civil action commenced on November 22, 2019, by
16 Plaintiff against Defendant in the Superior Court of California, County of Kern, entitled Cristina
17 Gonzalez v. Good Samaritan Hospital, Case No. BCV-19-103303.

18 2. “**Agreement**” or “**Settlement Agreement**” shall mean this Joint Stipulation
19 of Class Action Settlement and Release of Claims.

20 3. “**Court**” is the Superior Court of California for the County of Kern.

21 4. “**Settlement**” shall mean the disposition of the Action and all related claims
22 effectuated by this Agreement.

23 5. “**Class Period**” shall mean the period of time from November 22, 2015
24 through June 12, 2021.

25 6. “**Class**,” “**Class Members**,” or “**Settlement Class**” shall mean all persons
26 who worked for Defendant as non-exempt, hourly paid employees in California at any time within
27 the Class Period.

28 7. “**Class Counsel**” shall mean Capstone Law APC.

1 8. **“Defense Counsel”** shall mean the attorneys representing Defendant in the
2 Action: Ryan L. Eddings and Andrew H. Woo of Littler Mendelson, PC, 5200 N. Palm Ave., Suite
3 302, Fresno, California 93704.

4 9. **“Settlement Administrator”** shall mean the administrator proposed by the
5 Parties and appointed by the Court to administer the Settlement. The parties have selected CPT
6 Group, Inc. as the Settlement Administrator, and CPT Group, Inc. has provided the Parties with a not
7 to exceed administration quotation of Fifteen Thousand Dollars (\$15,000).

8 10. **“Preliminary Approval of the Settlement”** shall mean the Court’s
9 preliminary approval of the Settlement without material change.

10 11. **“Final Approval Hearing”** shall mean the hearing to be conducted by the
11 Court to determine whether to approve finally, and implement the terms of, this Agreement.

12 12. **“Judgment”** shall mean the Order of Final Judgment entered by the Court
13 following a Final Approval Hearing on the Settlement in this Action.

14 13. **“Effective Date”** shall mean the date by which this Agreement is approved by
15 the Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes
16 “Final” when the later of the following events occurs: (a) the period for filing any appeal, writ, or
17 other appellate proceeding opposing the Settlement (i.e., 60 calendar days from entry of Judgment)
18 has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal,
19 writ, or other appellate proceeding opposing the Settlement has been dismissed finally and
20 conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c)
21 any appeal, writ, or other appellate proceeding has upheld the Judgment with no right by any
22 appellant or objector to pursue further remedies or relief. In this regard, it is the intention of the
23 Parties that the Settlement shall not become effective until the Court’s Judgment granting final
24 approval of the Settlement is completely final, and no further recourse exists by an appellant or
25 objector who seeks to contest the Settlement. The occurrence of the Effective Date is a prerequisite
26 to any obligation of Defendant to pay any funds into the Settlement Account, as set forth in
27 paragraph 47.

28 14. **“Gross Settlement Amount”** or **“GSA”** In consideration for the Settlement

1 and the release of claims set forth below, Defendant agrees to pay a maximum of One Million Two
2 Hundred Thousand Dollars and Zero Cents (\$1,200,000.00), exclusive of the employer’s share of
3 payroll taxes (“the Gross Settlement Amount” or “GSA”). One Million Two Hundred Thousand
4 Dollars (\$1,200,000.00) will be paid by Defendant GOOD SAMARITAN HOSPITAL as set forth in
5 this Agreement. The GSA is the maximum total amount that Defendant may be required to pay for
6 all claims of Class Members that are alleged, or that could have been brought, in the Action arising
7 from the allegations made therein, and also including reimbursement and enhancement to the Class
8 Representative, all amounts payable to the Labor Workforce Development Agency (“LWDA”), all
9 Court-approved attorneys’ fees of Class Counsel, all costs and expenses incurred or advanced by
10 Class Counsel related to the Action, and the fees and costs of the Settlement Administrator. In no
11 event will Defendant be required to pay more than the GSA. There will be no reversion of the GSA
12 to Defendant.

13 15. “**Net Settlement Amount**” or “**NSA**” The Net Settlement Amount shall
14 mean the GSA, less the following sums set forth in subsections a through e of this paragraph 15:

15 a. **Class Counsel Fees Payment.** Class Counsel will apply to the Court for an
16 award of not more than Four Hundred Thousand Dollars and Zero Cents
17 (\$400,000.00) (which is one-third of the GSA) as their Class Counsel Fees Payment.
18 The Settlement Administrator will pay the amount approved by the Court from the
19 GSA (but not more than \$400,000.00 in Class Counsel Fees Payment.) Withholding
20 and deductions will not be taken from the Class Counsel Fees Payment and one or
21 more Forms 1099 will be issued to Class Counsel with respect to that payment.

22 b. **Class Counsel Litigation Expenses Payment.** Class Counsel will apply to
23 the Court for an award of not more than Twenty-Five Thousand Dollars and No Cents
24 (\$25,000.00) to compensate them for out of pocket costs and expenses actually
25 incurred in connection with the Action. The Settlement Administrator will pay the
26 amount approved by the Court from the GSA (but not more than \$25,000.00 in Class
27 Counsel Litigation Expenses Payment). Withholding and deductions will not be
28 taken from the Class Counsel Litigation Expenses Payment and one or more Forms

1 1099 will be issued to Class Counsel with respect to that payment.

2 c. **Class Representative Payment.** Plaintiff will apply to the Court for an
3 award of not more than Seven Thousand Five Hundred Dollars and No Cents
4 (\$7,500.00) as his Class Representative Payment, made in his capacity as Class
5 Representative to compensate him for initiating the Action, performing work in
6 support of the Action, and undertaking the risk of liability for attorneys' fees and
7 expenses in the event he was unsuccessful in the prosecution of the Action.
8 Defendant will not oppose a Class Representative Payment of not more than
9 \$7,500.00. The Settlement Administrator will pay the Class Representative Payment
10 approved by the Court from the GSA. Payroll taxes, withholdings, and deductions
11 will not be taken from the Class Representative Payment, and instead a Form 1099
12 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all
13 responsibility and liability for the payment of taxes due on the Class Representative
14 Payment.

15 d. **Payment to Settlement Administrator.** The Settlement Administrator will
16 be paid from the GSA its reasonable fees and expenses as approved by the Court in an
17 amount currently estimated to not exceed Fifteen Thousand Dollars (\$15,000).

18 e. **Payment to the LWDA.** The Parties will jointly apply to the Court for
19 approval of a settlement of claims under PAGA for Fifty Thousand Dollars and No
20 Cents (\$50,000.00), of which, payment from the GSA to the Labor Workforce
21 Development Agency ("LWDA") made in the amount of Thirty Seven Thousand Five
22 Hundred Dollars and No Cents (\$37,500.00), which is 75% of the PAGA settlement.
23 Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), 25% of the
24 PAGA settlement, will remain in the GSA for distribution.

25 f. **Reallocation of Unawarded Funds.** To the extent the Court declines to
26 award the maximum requested for the above allocated deductions from the GSA,
27 those funds will be added back into the NSA for distribution to the participating
28 Settlement Class Members as detailed below.

1 16. “**Settlement Share(s)**” shall mean an individual Class Member’s allocation of
2 the NSA. Subject to the terms and conditions of this Agreement, the Settlement Administrator will
3 calculate a Settlement Share for each Class Member. The Settlement Share for each Class Member
4 will be calculated as follows, understanding that the formula below does not constitute an admission
5 by Defendant, and is intended only to provide a practical means to simplify and administer the
6 claims process:

7 a. **Allocation.** Each settlement share is allocated 10% to wages (for which
8 employment taxes will be deducted and W-2s issued), and 90% to penalties and
9 interest (for which 1099s will be issued).

10 b. **Settlement Ratio.** The Settlement Administrator shall assign to each Class
11 Member a Settlement Ratio, which shall be a fractional number comprised of (i) that
12 Class Member’s Individual Work Weeks as the numerator, and (ii) the aggregate total
13 of all Class Members’ Individual Work Weeks as the denominator. The Settlement
14 Administrator shall assign to each Class Member the Settlement Share which shall be
15 calculated by multiplying that Class Member’s Settlement Ratio by the amount
16 allocated to Class Members from the NSA.

17 17. “**Settlement Share Worksheet**” Upon calculation of the Class Members’
18 Settlement Share, the Settlement Administrator shall furnish to Class Counsel and Defense counsel a
19 worksheet containing a list of the names of the Class Members with their corresponding Individual
20 Work Weeks and Settlement Shares.

21 18. “**Individual Work Week(s)**” shall mean workweeks worked by Class
22 Members during the Class Period in California for Defendant. The determination of a Class
23 Member’s workweeks shall be construed from Defendant’s records.

24 19. “**Class Member Released Claims**” shall mean Class Members’ release of
25 claims against Released Parties effectuated by this Agreement, without the need to individually sign
26 a release document. Class Member Release Claims shall include all claims, demands, rights,
27 liabilities, and causes of action of any kind whatsoever, that have been, or that could have been,
28 asserted by Class Members against Released Parties, whether or not actually presented, based on the

1 primary rights or the facts alleged in the Action prior to the Preliminary Approval Date. The Class
2 Member Released Claims expressly include, without limitation, all claims for 1) Unpaid Overtime,
3 2) Unpaid Minimum Wages, 3) Failure to Provide Meal Periods, 4) Failure to Authorize and Permit
4 Rest Periods, 5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, 6)
5 Wages Not Timely Paid Upon Termination, 7) Failure to Timely Pay Wages During Employment, 8)
6 Failure to Provide Reporting Time Pay, 9) Unreimbursed Business Expenses, 10) Civil Penalties
7 under California’s Private Attorneys General Act (“PAGA”), 11) Violation of California Business &
8 Professions Code section 17200 (Unlawful Business Practices) based on the preceding claims, and
9 12) Violation of California Business & Professions Code section 17200 (Unfair Business Practices)
10 based on the preceding claims, as well as any and all claims for premiums or costs and attorneys’
11 fees and expenses, and any claim arising from the claims described above under applicable federal,
12 state, local or territorial law; all such claims arising under the California Labor Code sections 201,
13 202, 203, 204, 221, 226, 226.7, 510, 512, 516, 1174, 1182.12, 1194, 1197, 1194.2, 1197, 1197.1,
14 1198, 2802). The Class Member Released Claims shall not include claims of Class Members who
15 properly submit a timely and valid request to “opt-out” or be excluded from the Action.

16 20. **“Plaintiff Released Claims”** shall mean Plaintiff’s release of claims against
17 Released Parties effectuated by this Agreement. In addition to Plaintiff’s release of her individual
18 Class Member Released Claims, Plaintiff’s release of claims against Released Parties includes the
19 additional general release of all claims, known or unknown, based on any fact, condition, or incident
20 occurring prior to the date of this Agreement. Plaintiff releases Released Parties from all claims,
21 demands, rights, liabilities and causes of action of every nature and description whatsoever, known
22 or unknown, asserted or that might have been asserted prior to the date of this Agreement, whether
23 in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,
24 relating to, or in connection with any act or omission by or on the part of any and all Releases.

25 21. **“Released Parties”** shall mean Defendant and its parents, predecessors,
26 successors, subsidiaries, affiliates, partners, and trusts, employment agencies and professional
27 employer organizations, and their employees, officers, agents, attorneys, insurers, stockholders,
28 owners, board members, fiduciaries and other service providers, and assigns.

1 22. “**Class Notice**” shall mean the notice materials sent by the Settlement
2 Administrator to Class Members containing information regarding the Action, this Agreement, the
3 Settlement, and information regarding the Final Approval Hearing. The Class Notice shall be in
4 substantially the same form as the form attached hereto as Exhibit “1” and approved by the Court.

5 23. “**Settlement Account**” shall mean the account established by the Settlement
6 Administrator for the purpose of administering the funds described in this Agreement.

7 **B. JURISDICTION**

8 24. The Court has jurisdiction over the Parties and the subject matter of this
9 Action. The Action includes claims that, while Defendant denies them in their entirety, would, if
10 proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court entry
11 of the Judgment, the Court shall retain jurisdiction of this Action solely for the purpose of
12 interpreting, implementing, and enforcing this Agreement consistent with the terms set forth herein.

13 **C. STIPULATION OF CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**
14 **ONLY**

15 25. The Parties stipulate to the certification of the Settlement Class for purposes
16 of the Settlement only. This Agreement is contingent upon the preliminary and final approval and
17 certification of the Settlement Class only for purposes of the Settlement. Should the Settlement not
18 become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to
19 class certification as part of this Agreement shall have no bearing on, and shall not be admissible in
20 connection with, the issue of whether a class should be certified in a non-settlement context in the
21 Action. Defendant expressly reserves the right to oppose class certification and/or proactively move
22 to deny certification should this Settlement be modified or reversed on appeal or otherwise not
23 become final.

24 **D. CLASS MEMBER RELEASE**

25 26. Upon the entry of an order by the Court granting final approval of this
26 Agreement, and except as to such rights or claims as may be created by this Agreement, the
27 Settlement Class and each Class Member who has not properly submitted a timely and valid request
28 to “opt-out” or be excluded from the Action, and without the need to manually sign a release

1 document, in exchange for the consideration recited in this Agreement, on behalf of himself or
2 herself and on behalf of his/her current, former, and future heirs, executors, administrators,
3 attorneys, agents, and assigns, shall fully release and discharge Released Parties from any and all
4 Class Member Released Claims.

5 **E. PLAINTIFF RELEASE**

6 27. In addition to Plaintiff’s release of her individual Class Member Released
7 Claims, upon the entry of an order by the Court granting final approval of this Agreement, and
8 except as to such rights or claims as may be created by this Agreement, Plaintiff, on behalf of herself
9 and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents,
10 and assigns, shall fully release and discharge Released Parties from any and all Plaintiff Released
11 Claims.

12 28. Plaintiff waives all rights and benefits afforded by Section 1542 of the Civil
13 Code of the State of California, and does so understanding the significance of that waiver, which
14 states:

**A general release does not extend to claims that the creditor or
releasing party does not know or suspect to exist in his or her
favor at the time of executing the release and that, if known by
him or her, would have materially affected his or her settlement
with the debtor or released party.**

18 **F. CLASS COUNSEL ATTORNEYS’ FEES AND COSTS**

19 29. Upon the entry of an order by the Court granting final approval of this
20 Agreement, and except as to such rights or claims as may be created by this Agreement, Class
21 Counsel and any counsel associated with Class Counsel waive any claim to additional costs and
22 attorneys’ fees and expenses against Defendant or the Released Parties arising from or related to the
23 Action, including but not limited to claims based on the California Labor Code, the California Civil
24 Code, the California Code of Civil Procedure, the Fair Labor and Standards Act, or any other statute
25 or law.

26 **G. MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT BY THE COURT**

27 30. Class Counsel will move the Court for an order granting Preliminary
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1 Approval of the Settlement (the “Motion for Preliminary Approval”), setting a date for the Final
2 Approval Hearing, and approving the Class Notice. At the hearing on the Motion for Preliminary
3 Approval, Class Counsel will submit an Order Granting Preliminary Approval of Settlement,
4 Approval of Notice to Class and Setting Hearing for Final Approval of Settlement. Should the Court
5 decline to approve the Settlement in its entirety, the Settlement will be null and void and the Parties
6 will have no further obligations under it.

7 **H. CLASS NOTICE ADMINISTRATION**

8 31. Within fourteen (14) days after the Court grants Preliminary Approval of the
9 Settlement, Defendant shall provide to the Settlement Administrator:

- 10 a. An electronic database of all Class Members, last known mailing address,
11 Social Security number and Defendant’s employee identification number.
- 12 b. Corresponding to each Class Member’s name, Defendant shall provide a
13 figure indicating the Individual Work Weeks for each Class Member.
- 14 c. If any of the Class Member’s data is unavailable to Defendant, Defendant will
15 so inform Class Counsel and the Parties will make their best efforts to reconstruct or
16 otherwise agree upon the Class Member’s data prior to when it must be submitted to
17 the Settlement Administrator.
- 18 d. Class Member’s data will otherwise remain confidential and will not be
19 disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant
20 to Defendant’s express written authorization or by order of the Court.

21 32. Within fourteen (14) days after Defendant provides the Class Member data
22 pursuant to paragraph 31, or as soon thereafter as it can do so, the Settlement Administrator will mail
23 the Class Notice to all identified Class Members via first-class U.S. mail using the mailing address
24 information provided by Defendant, unless modified by any updated address information that the
25 Settlement Administrator obtains in the course of administration of the Settlement.

26 33. If a Class Notice is returned because of an incorrect address, the Settlement
27 Administrator will promptly, and not later than ten (10) days from receipt of the returned packet,
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1 search for a more current address, such as through a skip-trace, for the Class Member and re-mail the
2 Class Notice to the Class Member. The Settlement Administrator will use the Class Members' data
3 and otherwise work with Defendant's Counsel and Class Counsel to find a more current address.
4 The Settlement Administrator will be responsible for taking reasonable steps, consistent with its
5 agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member
6 for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable
7 steps shall include the tracking of all undelivered mail; performing address searches for all mail
8 returned without a forwarding address; and promptly re-mailing to Class Members for whom new
9 addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its
10 own records and notify Class Counsel and Defendant's Counsel of the date of each such re-mailing
11 as part of a weekly status report provided to the Parties.

12 **I. CLASS MEMBER EXCLUSIONS, OBJECTIONS, AND DISPUTES**

13 34. A Class Member may request to be excluded from the effect of this
14 Agreement, and any payment of amounts under this Agreement by timely mailing a letter to the
15 Settlement Administrator stating that the Class Member wants to be excluded from this Action. This
16 letter must include the Class Member's name, address, telephone number, and signature. To be valid
17 and timely, the request to be excluded must be postmarked by the date specified in the Class Notice
18 (no more than forty-five (45) days from the initial mailing, or where applicable re mailing, of the
19 Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and
20 timely request to be excluded from the Action shall not receive any payment of any kind in
21 connection with this Agreement or this Action, shall not be bound by or receive any benefit of this
22 Agreement, and shall have no standing to object to the Settlement. Class Members who do not
23 timely request exclusion shall be bound by the releases herein and receive an individual settlement
24 payment. A request for exclusion must be mailed to the Settlement Administrator as follow (who
25 shall transmit the request for exclusion to counsel for the Parties) as follows:
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To Settlement Administrator:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

To Class Counsel:

Raul Perez, Esq.
Bevin Allen Pike, Esq.
Daniel Jonathan, Esq.
Trisha Monesi, Esq.
Capstone Law APC
1875 Century Park East, Suite
1000
Los Angeles, California 90067

To Defense Counsel:

Ryan L. Eddings, Esq.
Andrew H. Woo, Esq.
Littler Mendelson, P.C.
5200 N. Palm Ave., Suite 302
Fresno, CA 93704

35. The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement must submit an objection in writing to the Settlement Administrator not later than forty-five (45) days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection. The objection must be mailed to the Settlement Administrator (who shall transmit the objections to counsel for the Parties).

36. The written objection must state the objecting Class Member’s full name, address, and the written basis for each specific objection and any legal support in clear and concise terms. If the Court rejects the Class Member’s objection, the Class Member will still be bound by the terms of this Agreement.

37. If a Class Member disputes his/her Settlement Share, the Class Member may produce evidence to the Settlement Administrator supporting their dispute. In order for the dispute to be considered, he/she must follow the directions on the Class Notice. To be valid and timely, all disputes and supporting documents must be postmarked by the date specified in the Class Notice (no more than forty-five (45) days from the initial mailing, or where applicable re mailing, of the Class Notice by the Settlement Administrator). Any disputes concerning administration of the settlement not resolved by the Parties will initially be decided by the Settlement Administrator. If the Settlement Administrator’s decisions are not mutually accepted by all Parties, the dissatisfied party may request that the Court make a final decision. The Court’s decision shall be final and binding on the Parties.

38. Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion from the Settlement, object to

1 the Settlement, or to appeal from the Judgment. If five percent (5%) or more of the Class Members
2 submit a valid request to be excluded from the Settlement, then Defendant shall have the unilateral
3 right to void this Settlement. If Defendant voids the Settlement, it will be responsible for all
4 settlement administration costs incurred to the void date. Defendant may do so by giving notice to
5 Class Counsel and the Court of its election to void the Settlement not later than seven (7) days before
6 the Final Approval Hearing. With the exception of settlement administration costs, no sums shall be
7 payable by Defendant if this Agreement is voided as provided for herein.

8 **J. SETTLEMENT ADMINISTRATOR REPORT**

9 39. Not later than fourteen (14) days after the deadline for submission of requests
10 for exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list
11 of all Class Members who sent timely requests to be excluded from the Action and all Class
12 Members who objected to the settlement.

13 40. Not later than sixteen (16) court days prior to the Final Approval Hearing, the
14 Settlement Administrator will provide the Parties for filing with the Court a declaration of due
15 diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final
16 Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if
17 any material changes occur from the date of the filing of its prior declaration.

18 **K. MOTION FOR FINAL APPROVAL OF THE SETTLEMENT BY THE COURT**

19 41. Plaintiff will file with the Court a motion for final approval of the Settlement
20 and payment of the Settlement Administrator's reasonable fees and expenses and a memorandum in
21 support of their motion; and Plaintiff and Class Counsel will serve on Defendant and file with the
22 Court a motion for awards of the Class Representative Payment, the Class Counsel Fees Payment,
23 and the Class Counsel Litigation Expenses Payment pursuant to this Settlement, and memoranda in
24 support of their motions.

25 42. Before the Final Approval Hearing, the Parties shall be entitled to file and
26 serve a response to any Class Member's objection to the Settlement and/or reply in support of their
27 motion for final approval of the Settlement, and payment of the Settlement Administrator's
28

1 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
2 and Class Counsel may file replies in support of their motions for the Class Representative Payment,
3 the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

4 43. If the Court ultimately does not grant final approval of the Settlement or
5 grants final approval conditioned on any material change to the Settlement, then either Party will
6 have the unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no
7 further obligations under the Settlement, including any obligation by Defendant to pay the GSA,
8 NSA or any amounts that otherwise would have been payable under this Agreement. The Party
9 exercising its right to unilaterally void the Settlement pursuant to this provision agrees to pay any
10 fees owing to the Settlement Administrator for services rendered. However, an award by the Court
11 of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative
12 Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will
13 not constitute a material modification to the Settlement within the meaning of this paragraph and
14 shall not render the Settlement voidable.

15 44. Upon final approval of the Settlement by the Court at or after the Final
16 Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final Order
17 and Judgment. The Final Order and Judgment shall permanently bar all Class Members (other than
18 those who have submitted timely and valid requests to be excluded from the Action as provided in
19 this Agreement) from prosecuting against Defendant any of the Class Member Released Claims.

20 45. Provided that the Judgment is consistent with the terms and conditions of this
21 Agreement, Class Members who did not submit a valid and timely objection to the Settlement and
22 also formally intervene into the action as now required under the California Supreme Court decision
23 of Hernandez v. Restoration Hardware, 4 Cal. 5th 260 (2018), waive, except as provided for in this
24 Agreement or prohibited by law, any and all rights to appeal from the Judgment, including all rights
25 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
26 motion for new trial, any extraordinary writ, and any appeal, and the Judgment therefore will
27 become non-appealable at the time it is entered. The waiver of appeal does not include any waiver
28 of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal

1 is taken from the Judgment, the time for consummation of the Settlement (including making any
2 payments under the Settlement) will be suspended until the appeal is fully and finally resolved and
3 the Judgment, consistent with the terms of this Agreement, becomes final.

4 46. If, after a notice of appeal, a petition for review, or a petition for certiorari, or
5 any other motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or
6 modifies the Judgment such that there is a material modification to the Settlement, and that court's
7 decision is not completely reversed and the Judgment is not fully affirmed on review by a higher
8 court, then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which
9 the Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
10 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
11 materially modifying the Judgment becomes final. The Party exercising its right to unilaterally void
12 the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement
13 Administrator for services rendered. Plaintiff and Class Counsel may appeal the Judgment if the
14 Court awards less than the amounts they request for attorneys' fees and litigation costs.

15 **L. ESTABLISHMENT OF SETTLEMENT ACCOUNT**

16 47. The Settlement Administrator will establish a Settlement Account for the
17 purpose of administering the funds described in this Stipulation of Settlement. Defendant shall fund
18 the Settlement Account in two separate payments that are 120 days apart. Within thirty (30)
19 calendar days of the Effective Date, Defendant shall pay into the Settlement Account (via wire
20 transfer) an amount equal to one-half of the GSA. Within one hundred twenty (120) calendar days
21 of the payment of the first half of the sum, Defendant shall pay into the Settlement Account (via wire
22 transfer) the second half of the GSA and the full share of employer payroll taxes.

23 48. The Settlement Administrator shall pay Settlement Shares, from the
24 Settlement Account, to all participating Class Members. The Settlement Administrator shall pay
25 each Settlement Share by sending a check in the appropriate amount to the Class Member at the
26 address indicated in the list of Class Member names and addresses provided by Defendant, or as
27 subsequently determined by the Settlement Administrator to be the correct address. Such payment
28

1 shall be sent by the Settlement Administrator via U.S. Mail within ten (10) days of its receipt from
2 Defendant of both one-half payment of the sums described above in paragraph 47.

3 49. Any checks issued by the Settlement Administrator to participating Class
4 Members who do not timely and validly opt out shall be negotiable for one hundred and eighty (180)
5 calendar days. Those funds represented by checks returned as undeliverable and those checks
6 remaining un-cashed for more than 180 days after issuance (collectively, “Voided Settlement
7 Checks”) will be sent to Worksafe pursuant to California Civil Procedure Code § 384(b). The Parties
8 do not have any interests or involvement in the governance or administration of Worksafe that would
9 in any way create a conflict of interest.

10 50. Within ten (10) days after final disbursement of all funds from the Settlement
11 Account, the Settlement Administrator will serve on the Parties for filing with the Court a
12 declaration providing a final summary report on the disbursements of all funds from the Settlement
13 Account.

14 **M. MISCELLANEOUS TERMS**

15 51. Taxes and Withholdings. Each Settlement Share is intended, in part, to settle
16 the Class Members’ claims for unpaid wages. Each Class Member shall be individually responsible
17 for their share of applicable payroll tax withholdings and deductions. Accordingly, each Settlement
18 Share allocated to wages will be reduced by applicable payroll tax withholdings and deductions, and
19 the Settlement Administrator will issue a Form W-2 to each participating Class Member. The
20 employer’s share of any payroll tax attributable to the Settlement Share payments will be paid
21 separately from the GSA.

22 52. Non-Publicity Provision. The Parties and their counsel agree that they will
23 not issue any press releases, initiate any contact with the press, respond to any press inquiry or have
24 any communication with the press about the fact, amount or terms of the Settlement. In addition, the
25 Parties and their counsel agree that they will not engage in any advertising or distribute any
26 marketing materials relating to the Settlement of this case in any manner that identifies the
27 Defendant, including but not limited to any postings on any websites maintained by Class Counsel.
28

1 Neither Plaintiff nor Class Counsel will discuss the terms or the fact of the Settlement with third
2 parties other than (1) their agents, consultants, and immediate family members, (2) their respective
3 accountants or lawyers; (3) other Class Members; or (4) individuals with whom Class Counsel must
4 necessarily communicate to discharge their obligations as counsel for the proposed settlement class
5 and allegedly aggrieved employees under the PAGA (e.g., representatives of the LWDA, counsel for
6 represented class members, and judicial officers). Plaintiff and Class Counsel agree not to publish
7 any of the terms or conditions of this Settlement in any manner that identifies Defendant.

8 53. No Effect on Other Benefits. The Settlement Shares will not result in any
9 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
10 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff and
11 Class Members are deemed to have waived all such claims, whether known or unknown by them, as
12 part of their release of claims under this Agreement.

13 54. Stay of Litigation. The Parties and their counsel agree to the stay of all
14 proceedings in the Action other than those necessary for the effectuation of the Agreement.

15 55. No Admission of Liability. Defendant denies that it engaged in any unlawful
16 activity, failed to comply with the law in any respect, or have any liability to anyone under the
17 claims asserted in the Action. This Agreement is entered into solely for the purpose of
18 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as
19 an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of his
20 claims was non-meritorious or any defense asserted by Defendant was meritorious. This Settlement
21 and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on,
22 and will not be admissible in connection with, any litigation (other than solely in connection with the
23 Settlement).

24 56. Improper Use of Settlement. Whether or not the Settlement becomes final,
25 this Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence
26 Code section 1152 and Federal Rule of Evidence 408(a), be inadmissible in evidence. The
27 preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this
28 Stipulation of Settlement.

1 57. Integrated Agreement. This Agreement and any attached Exhibits constitute
2 the entirety of the Parties' settlement agreement. No other prior or contemporaneous written or oral
3 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
4 Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a
5 written agreement is to be construed according to its terms and may not be varied or contradicted by
6 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or
7 terms will modify, vary or contradict the terms of this Agreement.

8 58. Modification. This Stipulation of Settlement may not be changed, altered, or
9 modified, except in a writing signed by the Parties hereto or their attorneys and approved by the
10 Court. This Stipulation of Settlement may not be discharged except by performance in accordance
11 with its terms or by a writing signed by all of the Parties hereto.

12 59. Authority. Each individual signing below warrants that he or she has the
13 authority to execute this Agreement on behalf of the party for whom or which that individual signs.

14 60. Attorney Authorization. Class Counsel and Defense Counsel warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
17 terms, and to execute any other documents required to effectuate the terms of this Agreement.

18 61. Further Cooperation. The Parties and their counsel will cooperate with each
19 other and use their best efforts to effect the implementation of the Settlement. The Parties and their
20 counsel shall proceed diligently to prepare and execute all documents, to seek the necessary
21 approvals from the Court, and to do all things reasonably necessary or convenient to consummate the
22 Agreement as expeditiously as possible. In the event the Parties are unable to reach agreement on
23 the form or content of any document needed to implement the Agreement, or on any supplemental
24 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
25 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions and
26 assistance of the court will be consistent with this Agreement.

27 62. Agreement Binding on Successors. This Agreement will be binding upon,
28 and inure to the benefit of, the successors of each of the Parties.

1 63. Applicable Law. All terms and conditions of this Agreement and its exhibits
2 will be governed by and interpreted according to the laws of the State of California, without giving
3 effect to any conflict of law principles or choice of law principles.

4 64. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
6 that the Party was the drafter or participated in the drafting.

7 65. Fair Settlement. The Parties and their respective counsel believe and warrant
8 that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have
9 arrived at this Agreement through arms-length negotiations, considering all relevant factors, current
10 and potential.

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

14 67. Notice. All notices, demands or other communications given under this
15 Agreement will be in writing and deemed to have been duly given as of the third business day after
16 mailing by United States mail, addressed as follows:

17
18 To Class Counsel:

19 Raul Perez, Esq.
20 Bevin Allen Pike, Esq.
21 Daniel Jonathan, Esq.
22 Trisha Monesi, Esq.
23 Capstone Law APC
24 1875 Century Park East, Suite
25 1000
26 Los Angeles, California 90067

17
18 To Defense Counsel:

19 Ryan L. Eddings, Esq.
20 Andrew H. Woo, Esq.
21 Littler Mendelson, P.C.
22 5200 N. Palm Ave., Suite 302
23 Fresno, CA 93704

24 68. Execution in Counterpart. This Agreement may be executed in one or more
25 counterparts. All executed counterparts and each of them will be deemed to be one and the same
26 instrument provided that counsel for the Parties will exchange between themselves original signed
27 counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which
28 shall be produced on reasonable request. Any executed counterpart will be admissible to prove the

1 existence and contents of this Agreement.

2 69. No Assignments. The Parties hereto represent, covenant, and warrant that
3 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
5 cause of action, or rights herein released and discharged.

6 70. Signatories. It is agreed that, because the members of the Settlement Class are
7 so numerous, it is impossible or impractical to have each such Class Member execute this Stipulation
8 of Settlement. The Notice will advise all Class Members of the binding nature of the release, and
9 such shall have the same force and effect as if this Stipulation of Settlement were executed by each
10 Member of the Settlement Class.

11 71. No Third-Party Beneficiaries. Named Plaintiffs, members of the Settlement
12 Class, and Defendant are direct beneficiaries of this Agreement, but there are no third-party
13 beneficiaries.

14 72. Force Majeure. The failure of any party to perform any of its obligations
15 hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where
16 such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other
17 natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages,
18 labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules
19 or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
20 or different circumstances or causes beyond the reasonable control of such party.

21 73. Deadlines Falling on Weekends or Holidays. To the extent that any deadline
22 set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be
23 continued until the following business day.

24 74. Severability. In the event that any one or more of the provisions contained in
25 this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
26 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
27 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
28 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in

1 this Agreement.

2 **IT IS SO STIPULATED.**

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7

8 Dated: November 16, 2021


Defendant GOOD SAMARITAN HOSPITAL

9

APPROVED AS TO CONTENT AND FORM

10

11 Dated: November 16, 2021


RYAN L. EDDINGS
ANDREW H. WOO
LITTLER MENDELSON, P.C.
Attorneys for Defendant
GOOD SAMARITAN HOSPITAL

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Dated: November ____, 2021

Plaintiff CRISTINA GONZALEZ

21

APPROVED AS TO CONTENT AND FORM

22

23

Dated: November ____, 2021

RAUL PEREZ
BEVIN ALLEN PIKE
DANIEL S. JONATHAN
TRISHA K. MONESI
CAPSTONE LAW APC
Attorneys for Plaintiff
CRISTINA GONZALEZ

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4859-7554-8419.1 / 106957-1001

28

1 this Agreement.

2 **IT IS SO STIPULATED.**

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Dated: November __, 2021

Defendant GOOD SAMARITAN HOSPITAL

APPROVED AS TO CONTENT AND FORM

Dated: November __, 2021

RYAN L. EDDINGS
ANDREW H. WOO
LITTLER MENDELSON, P.C.
Attorneys for Defendant
GOOD SAMARITAN HOSPITAL

Dated: November ¹⁶ __, 2021

DocuSigned by:
Cristina Gonzalez
EBFE90F1AFF8489... GONZALEZ

APPROVED AS TO CONTENT AND FORM

Dated: November 16, 2021

Raul Perez
RAUL PEREZ
BEVIN ALLEN PIKE
DANIEL S. JONATHAN
TRISHA K. MONESI
CAPSTONE LAW APC
Attorneys for Plaintiff
CRISTINA GONZALEZ

4859-7554-8419.1 / 106957-1001

Exhibit 1

Gonzalez v. Good Samaritan Hospital, No. BCV-19-103303 (Kern County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF KERN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Good Samaritan Hospital (“Defendant”) as non-exempt, hourly paid employees in California at any time from November 22, 2015 through June 12, 2021.

On _____, the Honorable Thomas S. Clark of the Kern County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2022 in Department 17 of the Kern County Superior Court located at 1415 Truxton Avenue, Bakersfield, California 93301. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Cristina Gonzalez, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 13, 2021, the parties participated in a mediation with Steven Serratore, Esq., an experienced and well-respected class action mediator. With Mr. Serratore’s guidance, the parties were eventually able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,200,000. This amount is inclusive of: (1) individual settlement payments to all participating Class Members; (2) a Class Representative Payment of \$7,500 to Cristina Gonzalez for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendant; (3) \$400,000 in attorneys’ fees and up to \$25,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5)

reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the Class Representative Payment, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately ___ will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from November 22, 2015 through June 12, 2021 ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Point Value."
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ___ Workweeks. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Class Member Released Claims): All claims, demands, rights, liabilities, and causes of action of any kind whatsoever, that have been, or that could have been, asserted by Class Members against Released Parties, whether or not actually presented, based on the primary rights or the facts alleged in the Action prior to the Preliminary Approval Date. The Class Member Released Claims expressly include, without limitation, all claims for 1) Unpaid Overtime, 2) Unpaid Minimum Wages, 3) Failure to Provide Meal Periods, 4) Failure to Authorize and Permit Rest Periods, 5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, 6) Wages Not Timely Paid Upon Termination, 7) Failure to Timely Pay Wages During Employment, 8) Failure to Provide Reporting Time Pay, 9) Unreimbursed Business Expenses, 10) Civil Penalties under California's Private Attorneys General Act ("PAGA"), 11) Violation of California Business & Professions Code section 17200 (Unlawful Business Practices) based on the preceding claims, and 12) Violation of California Business &

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Professions Code section 17200 (Unfair Business Practices) based on the preceding claims, as well as any and all claims for premiums or costs and attorneys' fees and expenses, and any claim arising from the claims described above under applicable federal, state, local or territorial law; all such claims arising under the California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 516, 1174, 1182.12, 1194, 1197, 1194.2, 1197, 1197.1, 1198, 2802). The Class Member Released Claims shall not include claims of Class Members who properly submit a timely and valid request to "opt-out" or be excluded from the Action.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2022. If you submit a request for exclusion which is not postmarked or faxed by _____, 2022, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Class Member Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Kern and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******